DoneForYa Terms of Service

ArlanWasHere LLC dba DoneForYa

These Terms explain how DoneForYa and its client work together, who owns the project assets, and the limits of any business results discussed during the engagement. ArlanWasHere LLC dba DoneForYa is the Company or we. The person or business accepting these Terms is the Client or you.

1 How these Terms apply

For your records. No signature required.
Receiving a lookbook, attending a call, remaining silent or continuing to use previously delivered assets does not by itself accept these Terms.

Your existing purchase terms and any mutually agreed written scope, price, payment arrangement, refund rights and delivery commitments remain in effect. These Terms do not retroactively change a completed purchase or waive a claim or right that already exists. If there is a conflict, the previously agreed term controls unless both parties expressly agree in writing to the specific change.

2 Services and project scope

DoneForYa provides the strategy, asset creation, launch preparation and other services specified in your agreed written scope. The scope and approved delivery schedule identify the deliverables, responsibilities, supported sessions, service period and milestones applicable to your project. A purchase date or onboarding call does not establish a new project start date unless the parties have agreed that it does.

A lookbook may contain recommendations, options and proposed dates. Those items become commitments only when the parties approve them in writing. Additional products, campaigns, integrations, sessions or ongoing support are not included merely because they are discussed. Changes to scope, fees or dates require mutual written agreement; neither party may impose them unilaterally.

3 No guarantee of revenue or business results

DoneForYa does not guarantee revenue, profit, sales, enrollment, customer acquisition, audience growth, return on investment or any other financial or business result. You may earn less than anticipated, earn no revenue, or incur a loss. Fees purchase the agreed services and deliverables, not a particular financial outcome.

A reference to a $20K launch, including in a program name, is a planning concept, not a promise that you will earn $20,000. Projections, examples, targets and past client results are not assurances of your results. Outcomes depend on factors including market demand, audience fit, pricing, participation, execution and circumstances outside either party's control.

This section does not excuse failure to provide agreed services, make an inaccurate statement permissible, or eliminate an express contractual remedy or any right that cannot lawfully be waived.

4 Your assets and final deliverables

You retain all rights you already hold in your brand, business name, content, expertise, customer relationships, materials and data. You give us a limited permission to use those materials only as needed to perform the agreed services. Providing them does not transfer ownership to us.

Subject to Sections 5 and 6, you own the final client-specific deliverables created for you and delivered under the agreed scope, such as bespoke copy, designs, worksheets, presentations, campaign assets and client-specific website content. The Company hereby assigns to you all intellectual property rights it owns in those final deliverables, effective upon delivery after these Terms take effect. For final deliverables already supplied, that assignment takes effect when these Terms take effect, without reducing any rights you already acquired.

You may use, reproduce, edit, publish and commercialize those client-specific deliverables, including for future launches and with another service provider. We will provide the final files and editable source materials included in the agreed scope and identify material use restrictions. We will obtain the contributor rights needed to make the assignments and licenses we promise here. Internal working notes and unused concepts are not additional deliverables unless included in the agreed scope.

5 Our proprietary methods and materials

We retain our pre-existing or independently developed methods, frameworks, reusable templates, tools, processes, know-how, internal systems, research collections and confidential source relationships or source lists (Background Materials). General methods and reusable components developed during the engagement also remain ours, but this reservation does not reclaim your bespoke final content, your confidential information or your pre-existing materials. These are the proprietary elements sometimes described as our secret sauce.

To the extent our Background Materials are embedded in, or reasonably necessary to use, a final deliverable, we grant you a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use, copy, modify and distribute them as part of that deliverable for your business and offers, including future launches. You may allow your staff and service providers to exercise these rights on your behalf and transfer this license with the relevant business or offer.

This license does not permit selling or distributing our Background Materials as standalone templates, tools, training or a competing service toolkit. It does not require disclosure of confidential methods, internal systems or source lists that are not part of the agreed deliverables. It does not restrict your use of your own expertise, publicly available information or independently developed work.

6 Third party content and platforms

Stock images, fonts, software, platform features and other third-party materials remain owned by their respective owners and are subject to their licenses. We cannot assign rights we do not own. We will identify material third-party dependencies, use restrictions and any separate license or account you need before public use. A publicly available image or resource is not automatically licensed for reuse.

Protection of our methods or sources never overrides required attribution, licensing disclosures, consent or applicable law. We do not promise exclusive intellectual property rights in material that is not legally protectable. Platform availability, subscriptions and export options may limit how an asset can be hosted or transferred; ownership of your content does not transfer ownership of a platform.

7 Participation and approvals

We will perform the agreed services with reasonable care and skill. You will provide accurate information and materials you are entitled to use, and participate in the teaching, promotion, review and other responsibilities specified in your agreed plan. Each party remains responsible for its own work and conduct.

We will obtain the applicable written approvals before publishing content, sending campaigns, changing prices, activating payment collection, incurring unapproved costs or making commitments in your name. Your approval should identify the content or action being approved; silence is not approval. You remain responsible for the subject-matter accuracy of your offer and the goods or services you provide to your own customers. We remain responsible for our own obligations, including not knowingly creating misleading claims.

8 Fees and third party expenses

Your fees, payment dates, any approved payment arrangement, and cancellation or refund terms are those already agreed for your purchase or later mutually agreed in writing. These Terms do not create a new charge, make a purchase non-refundable, authorize a recurring payment or accelerate an amount due.

Advertising, platform subscriptions, transaction fees and licensed materials are included only if the agreed scope says so. Any additional expense we propose to incur on your behalf requires your prior approval. You control your customer payment account and its funds; project access does not authorize unrelated transactions.

9 Confidentiality and project access

Each party will protect the other's nonpublic business information with reasonable care and use it only for the engagement or to exercise rights under these Terms. This includes client and prospect data, unpublished plans, financial information and confidential proprietary methods or sources. Information already lawfully known, independently developed, publicly available without a breach, or lawfully obtained without a confidentiality duty is not covered.

Information may be shared only with people who need it for the project and are subject to appropriate confidentiality and use restrictions, or as legally required. Where legally permitted, the disclosing party will give notice of a compelled disclosure. Neither party may use the other's name, testimonial, results or confidential work for publicity without separate permission.

We will use access limited to project needs and return or revoke that access at handoff as agreed. Both parties will follow applicable privacy, marketing and recording-consent requirements. The client retains control of its business accounts and customer records, subject to the rights of the people concerned. Any retained legal or operational records remain protected.

10 Schedule changes and delivery concerns

If a dependency, approval, technical issue or other problem affects delivery, the affected party should promptly identify the issue in writing. The parties will address the impact using the existing agreed scope, schedule and remedies. Neither a delay nor a request for changes automatically creates a new fee, forfeiture, extension or cancellation right under these Terms.

Please raise a missing or nonconforming deliverable through the established project correspondence so we can compare it with the agreed scope and arrange appropriate corrective work. This process does not replace an existing refund, cancellation or remediation commitment, or restrict remedies available under applicable law.

11 Professional advice and legal rights

DoneForYa's business strategy and production services are not a substitute for legal, tax, accounting, investment or other licensed professional advice. Where your offer requires specialized legal or regulatory review, obtain that advice before using the relevant materials or launching the offer.

Nothing in these Terms excludes responsibility for fraud or intentional misconduct, limits rights or remedies that cannot lawfully be limited, or requires you to waive protections available under applicable law. No mandatory arbitration, class-action waiver, specified court or governing jurisdiction is imposed by these Terms.

12 Written changes and continuing rights

Changes to these Terms require both parties' express written agreement. Posting or sending a new version alone does not change an existing engagement. A lookbook, email or project plan changes a contractual term only if it clearly states the change and both parties agree to it.

If a provision cannot be enforced, the remaining provisions continue to the extent permitted by law. Ownership, licenses, confidentiality and any accrued payment or other rights continue after the engagement ends according to their terms. No end of service automatically cancels your ownership or the embedded-use license granted above.

For your records

No signature required. Please keep a copy of these Terms for your records.
If you have any questions, please reply to the email that accompanied this document.