

Terms of Service

Effective date: July 1, 2026 · visiumhq.com

1. Agreement to these Terms

These Terms of Service (the "Terms") govern your access to and use of the website visiumhq.com (the "Site") and the services offered by Visium Agency ("Visium," "we," "us," or "our"). By using the Site, submitting an application, or entering into a campaign agreement with Visium, you agree to these Terms. If you do not agree, do not use the Site or our services.

2. Our Services

Visium provides short-form content production and growth services, including clip selection, editing, hook writing, captioning, packaging, distribution strategy, posting support, and performance reporting. Secondary services may include website design, advertising management, funnel builds, and ecommerce growth support. The specific scope of any engagement is defined in the campaign agreement signed by both parties (the "Campaign Agreement"), which controls over these Terms where the two differ.

3. Applications and Approval

Campaigns are available to approved clients only. Submitting an application does not create an engagement. We review every application manually and may accept or decline any application at our discretion. An engagement begins only when a Campaign Agreement is signed and any required initial payment is received.

4. The 1,000,000 View Campaign Guarantee

For approved clients under an executed Campaign Agreement, Visium offers a view target guarantee: if the agreed view target of 1,000,000 views is not reached under the required conditions within the agreed 60-day campaign window, you do not pay the fees designated as guarantee-covered in the Campaign Agreement.

The guarantee applies only when all of the following conditions are met:

- The client delivers the agreed volume of raw content on the agreed schedule.
- Visium has the agreed access to the client's platforms and accounts.
- The agreed posting scope and cadence are maintained for the full campaign window.

- The client does not materially breach the Campaign Agreement.

Views are counted across the platforms approved in the Campaign Agreement during the 60-day campaign window. Exact tracking rules, platform eligibility, counting methodology, and payment mechanics are finalized in the Campaign Agreement before launch. The Campaign Agreement is the definitive statement of the guarantee terms.

5. Client Responsibilities

You agree to:

- Provide raw content that you own or have the rights to use.
- Ensure your content does not infringe any third-party rights or violate any law.
- Respond to approvals and requests within reasonable timeframes.
- Maintain the platform access agreed in the Campaign Agreement.
- Comply with the terms of each social platform on which content is published.

6. Fees and Payment

Fees, billing schedules, and payment methods are set out in the Campaign Agreement. Unless stated otherwise in the Campaign Agreement, fees are quoted in US dollars, invoices are due on receipt, and late amounts may pause work on the campaign. Fees for completed work outside the guarantee scope are non-refundable.

7. Intellectual Property

You retain ownership of the raw content you provide. Upon full payment, you own the final delivered clips produced for your campaign. Visium retains ownership of its processes, templates, internal tools, and know-how. Visium may reference non-confidential campaign results in its own marketing unless the Campaign Agreement states otherwise.

8. Confidentiality

Each party agrees to keep the other party's non-public business information confidential and to use it only for the purpose of the engagement.

9. Disclaimers

Except for the express guarantee described in Section 4 and in the Campaign Agreement, the Site and our services are provided "as is" without warranties of any kind. Visium does not control social platforms and does not guarantee platform behavior, account standing, verification outcomes, monetization, revenue, leads, or any specific business result beyond the agreed view target.

10. Limitation of Liability

To the maximum extent permitted by law, Visium's total liability arising out of or relating to the Site or the services will not exceed the fees actually paid by you to Visium in the three months before the event giving rise to the claim. Visium is not liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data.

11. Termination

Termination rights and effects are set out in the Campaign Agreement. We may suspend or end access to the Site at any time for misuse. Sections 7 through 12 survive termination.

12. Governing Law

These Terms are governed by the laws of the State of Florida, without regard to conflict of law rules. The exclusive venue for disputes is the state or federal courts located in Miami-Dade County, Florida.

13. Changes to these Terms

We may update these Terms from time to time. The effective date above reflects the latest revision. Continued use of the Site after changes take effect constitutes acceptance of the updated Terms.

14. Contact

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