

Terms of Service

Effective date: March 16, 2026

1. Acceptance of these Terms

These Terms of Service ("Terms") govern your access to and use of longtailads.com, app.longtailads.com, and the LongTailAds service provided by Brener Digital LLC ("Brener Digital," "we," "us," or "our"). By accessing or using the Service, you agree to these Terms. If you use the Service on behalf of a company, agency, or other entity, you represent that you have authority to bind that entity to these Terms.

2. The Service

LongTailAds is a software service designed to help users generate structured Google Search campaigns more efficiently. We may modify, improve, suspend, or discontinue any part of the Service at any time.

3. Eligibility

You may use the Service only if you are at least 18 years old and your use of the Service is not prohibited by applicable law.

4. Accounts

To access certain features, you may need to create an account. You agree to provide accurate information, keep your login credentials confidential, not share your account in an unauthorized way, and promptly notify us of any suspected unauthorized access or security breach. You are responsible for all activity under your account.

5. Acceptable use

- Use the Service for unlawful, fraudulent, or misleading purposes
- Upload or submit content you do not have rights to use
- Infringe intellectual property or privacy rights
- Attempt to gain unauthorized access to the Service or related systems
- Interfere with the operation, security, or integrity of the Service
- Reverse engineer, copy, scrape, or resell the Service except as expressly allowed by law
- Use the Service to generate or support ads or campaigns that violate applicable law or platform rules

6. User content and responsibility

You retain ownership of the information, content, prompts, campaign data, keywords, and other materials you submit to the Service ("User Content").

- Your User Content
- The legality, accuracy, and appropriateness of your campaigns and ad materials
- Compliance with Google Ads policies and any other advertising platform rules
- Obtaining any required permissions, rights, or consents

We do not review or approve every output, and we do not guarantee that outputs will comply with Google Ads rules, platform policies, or legal requirements.

7. Generated output

Subject to your compliance with these Terms, you may use the campaign structures, drafts, and other outputs generated for you by the Service. Because the Service may rely on automated logic, similar or overlapping outputs may be generated for multiple users.

8. Our intellectual property

The Service, including its software, design, branding, workflows, underlying logic, templates, and related materials, is owned by Brener Digital or its licensors and is protected by intellectual property laws.

These Terms do not give you ownership of our intellectual property. We grant you a limited, non-exclusive, non-transferable, revocable right to use the Service in accordance with these Terms.

9. Feedback

If you provide suggestions, ideas, or feedback, we may use them without restriction or compensation to you.

10. Beta or alpha status

The Service may be offered in alpha, beta, early access, or experimental form. During this stage, features may change significantly, errors, outages, or incomplete functionality may occur, and we may add, remove, or modify features without notice. You understand that early-stage software may not be fully tested or uninterrupted.

11. No guarantee of results

- Ad performance
- Click-through rate
- Conversion rate
- Quality Score
- Approval by Google or any ad platform
- Campaign profitability
- Uninterrupted availability
- Error-free outputs

Any business or advertising decisions you make using the Service are your responsibility.

12. Third-party services

The Service may integrate with or rely on third-party services such as Google, Vercel, Stripe, Mailersend, Cal.com, Google Analytics, or Mixpanel. Your use of third-party services may also be subject to their terms and privacy policies. We are not responsible for third-party products or services.

13. Fees and payments

At this stage, paid subscriptions are not yet live. If we introduce paid plans later, we may require you to agree to additional billing terms covering pricing, renewals, cancellations, taxes, failed payments, and refunds.

14. Suspension and termination

We may suspend or terminate your access to the Service at any time, with or without notice, if you violate these Terms, your use creates legal, security, or operational risk, we suspect fraud, abuse, or unauthorized activity, or we discontinue the Service. You may stop using the Service at any time.

Sections that by their nature should survive termination will survive, including intellectual property, disclaimers, limitations of liability, and dispute terms.

15. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

16. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRENER DIGITAL AND ITS AFFILIATES, OFFICERS, EMPLOYEES, CONTRACTORS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA, OR USE, ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED USD \$100.

Once payments are live, this can later be replaced with a more standard cap tied to amounts paid in the prior 12 months.

17. Indemnity

You agree to defend, indemnify, and hold harmless Brener Digital and its affiliates, officers, employees, contractors, and licensors from and against claims, liabilities, damages, losses, and expenses arising out of your use of the Service, your User Content, your violation of these Terms, or your violation of law or third-party rights.

18. Governing law

These Terms are governed by the laws of the State of Delaware, without regard to its conflict of laws principles. Any dispute arising out of or relating to these Terms or the Service shall be brought exclusively in the state or federal courts located in Delaware, and each party consents to the personal jurisdiction and venue of those courts.

19. Changes to these Terms

We may update these Terms from time to time. If we make material changes, we may provide notice through the Service, by email, or by updating the effective date. Your continued use of the Service after updated Terms take effect means you accept the revised Terms.

20. Contact

Questions about these Terms should be sent to a@brener.digital.