Terms and Conditions

This website is intended for businesses in the United States and its territories only, except for businesses with a location in Nevada, Texas, or Washington. Printed copies of a Cliché Report are mailed only to addresses within the United States and its territories.

Notice of Changes

On October 26, 2026, we changed our Privacy Policy and Terms and Conditions. The changes take effect on October 27, 2026.

Privacy Policy

- Sections 3.2 and 19: Excluded Content now uses the Federal Trade Commission's definitions of consumer reviews, testimonials, and endorsements (16 CFR 465.1 and 255.0) and covers content given by or about caregivers, not only customers and patients. We do not analyze any consumer review or testimonial, or any endorsement given by a customer, patient, or caregiver. We do analyze an endorsement given by someone else, such as an expert, an organization, or a publication.

Terms and Conditions

- Section 2: "Customer, patient, or caregiver," "consumer review," "consumer testimonial," "celebrity testimonial," "endorsement," and "non-consumer endorsement" are defined, and "Excluded Content" is redefined using them.
- Sections 4.2, 4.5, and 4.6: We do not examine reviews, testimonials, or endorsements given by customers, patients, or caregivers. We examine non-consumer endorsements as Reviewed Material. A Report does not determine whether any review, testimonial, or endorsement complies with FTC rules or other law.
- Section 4.11: A Custom Report may examine a non-consumer endorsement.

Questions: marino.apollinari@gmail.com or 734-799-1677.

Notice of Changes

On October 23, 2026, we changed our Privacy Policy and Terms and Conditions. The changes take effect on October 24, 2026.

Privacy Policy

- Top of page: This website is not intended for businesses with a location in Nevada, Texas, or Washington.
- Sections 3.2, 4, and 19: We do not examine, quote, describe, or use patient or customer reviews, testimonials, stories, or case descriptions, or images or video of patients or customers ("Excluded Content"). A Report records only the pages where Excluded Content appears, and our letters never cite it.
- Section 3.4: We also do not accept material containing information protected under a state consumer health data law.
- Sections 8 and 9: When we give ChatGPT (OpenAI) and Claude (Anthropic) a web address, they read its pages in full, including Excluded Content.

- Section 12: We do not make our own copies of the pages of websites we analyze. AI conversations we retain may contain parts of them.

Terms and Conditions

- Top of page and Sections 3.1 and 6.4: A business with a location in Nevada, Texas, or Washington may not order a Report.
- Section 2: “Excluded Content” is defined and is not Reviewed Material.
- Sections 4.2, 4.5, 4.6, 4.7, and 4.11: We do not examine Excluded Content; a Report records where it appears. AI services read pages in full. Testimonials are no longer listed as Custom Report material.

Questions: marino.apollinari@gmail.com or 734-799-1677.

Notice of Changes

On October 20, 2026, we changed our Privacy Policy and Terms and Conditions. The changes took effect on October 21, 2026.

Privacy Policy

- Section 1: This Policy also covers information we collect to identify and contact businesses about our Reports.
- Section 3.1: Communications include letters. Our sources include public outside sources we consult in preparing Reports, and we take the names and contact details we use to write to or call businesses about our Reports from their own websites.
- Section 3.2: “Reviewed Material” means the material we review to prepare a Report, as the Terms and Conditions define it. Pages we review only to contact a business are not Reviewed Material.
- Sections 4 and 8.3: We do not use a business’s Report or Reviewed Material in marketing to anyone else, in benchmarks, in other customers’ Reports, or to calibrate or validate the methodology. Sample Reports about our own websites, including marinoapollinari.com, are not confidential.
- Sections 8 and 9: OpenAI and Anthropic may receive public outside sources we consult for a Report.
- Section 15: Email to customers about their orders is transactional only; we send no newsletters, and our only solicitations are the individual emails, letters, and calls that section describes.

Terms and Conditions

- Section 4.10: The sample Reports we may prepare about our own websites include Reports about marinoapollinari.com.
- Section 11.4: Sample Reports about our own websites are not confidential, and we do not use a Report or Reviewed Material in any benchmark without written permission.

Questions: marino.apollinari@gmail.com or 734-799-1677.

Notice of Changes

On October 13, 2026, we changed our Privacy Policy and Terms and Conditions. The changes took effect that day.

Privacy Policy

- Section 3.1: Our sources of information now include web searches performed with ChatGPT (OpenAI) and Claude (Anthropic) to identify businesses we may contact.
- Section 3.2: We keep a record of each business we contact, including the physician, owner, or officer we address as the business publishes them, and we write to that person only about the business's own website, at its published address.
- Section 8: We disclose published business contact information, web addresses, and excerpts of public web pages to OpenAI and Anthropic to identify businesses and to draft and check letters, and we disclose mailing information to the United States Postal Service to deliver letters.
- Section 9: We describe our use of ChatGPT and Claude for this purpose. Marino Apollinari reviews each letter before it is sent.
- Section 15: The section now covers letters as well as email, and is retitled "Email, Letters, and Text Messages."

Terms and Conditions

- Section 4.10: A letter offering our service that identifies an example from a business's public website is not a Report.

Questions: marino.apollinari@gmail.com or 734-799-1677.

Effective Date: October 27, 2026

Last Updated: October 26, 2026

1. Agreement to These Terms

Welcome to clichereport.com (the "Website"), operated by Baseline Commerce, LLC, a Michigan limited liability company with its principal place of business at 3205 McKitrick Street, Melvindale, MI 48122 ("Baseline Commerce," "we," "us," or "our").

These Terms and Conditions (the "Terms") govern your use of the Website and any purchase of a Cliché Report, including a Custom Report under Section 4.11. By using the Website or placing an order, you agree to these Terms.

Ordering for a business. A Report may be ordered only by an Authorized Representative of the organization that owns or operates the Subject Website or to which the Subject Material belongs (Sections 4.4 and 4.11). By placing an Order, you confirm that you are one and have authority to bind that organization to these Terms, and "you" includes that organization.

Electronic contracting. You agree to transact with us electronically and to receive agreements, notices, and records by email or on the Website.

Changes to these Terms. We may revise these Terms by posting them with a new "Last Updated" date. The version in effect when you place an order governs that order. For material changes, we will post a prominent notice on the Website for at least thirty (30) days. Continued use of the Website after a revision takes effect is acceptance of it as to future activity.

2. Definitions

- “Cliché Report” means the analysis service we perform using the Cliché Index methodology. You buy the analysis, a service, not a product. “Report” means the written document, delivered as a PDF file or a printed copy, in which we deliver the results of that analysis. Where these Terms refer to ordering, buying, or paying for a Report, they mean ordering, buying, or paying for the analysis that produces it. A Cliché Report is either a Website Report or a Custom Report.
- “Website Report” means a Cliché Report on the public pages of one (1) website. It is the service offered for purchase on the Website.
- “Product page” means the Website Report’s listing in the Website’s store when you place your Order. Other Website pages describe the service but do not add components to a Report.
- “Custom Report” means a Cliché Report on material other than one (1) whole website, of a kind listed in Section 4.11, prepared under Specific Terms.
- “Specific Terms” means the written terms we send you for a Custom Report (Section 4.11).
- “Subject Material” means the material a Custom Report analyzes, as identified in the Specific Terms.
- “Cliché Index” means the proprietary methodology developed by Marino Apollinari and used to prepare a Report.
- “Subject Website” means the website a Report analyzes. For an Order, it is the website you identify, which must be owned or operated by the business for which you order (Section 4.4).
- “Authorized Representative” means an owner or officer of the business that owns or operates the Subject Website or to which the Subject Material belongs, or a person that business has authorized to order for it.
- “Business” includes any for-profit or nonprofit organization, professional practice, sole proprietorship, or public body, such as a nonprofit hospital or a public university department.
- “Previously Issued Free Report” means the one (1) Report we prepared on our own initiative, without an Order, and provided free of charge before we stopped preparing such Reports (Section 4.10).
- “Reviewed Material” means the public pages, documents, images, and video of the Subject Website, and the information those pages supply to browsers and search engines, as they appeared when we reviewed them, other than Excluded Content; for a Custom Report, the Subject Material as it stood when we reviewed it, other than Excluded Content. Reviewed Material includes non-consumer endorsements.
- “Customer, patient, or caregiver” means an individual who purchased, used, received, or otherwise had experience with the products or services of the business that owns or operates the Subject Website or to which the Subject Material belongs, including as a patient; an individual who cared for, assisted, or accompanied such a person in doing so, such as a parent, spouse, or other family member; and any individual presented as one of them. A person is presented as a customer, patient, or caregiver only when the material identifies the person as one, including by showing the person receiving care, treatment, or service from the business; attributes to the person a statement, opinion, or result about the person’s own experience with the products or services, such as a first-person account or an outcome credited to that person; or shows the person in before-and-after images. A professional opinion attributed to a person, such as a physician’s recommendation, does not by itself present that person as a customer, patient, or caregiver. An unidentified person shown in an image or video, to whom the material attributes no statement, opinion, or result about the person’s own experience, is not presented as one. This phrase does not refer to you as the Customer ordering a Report.
- “Consumer review” has the meaning in the Federal Trade Commission’s Rule on the Use of Consumer Reviews and Testimonials, 16 CFR 465.1(d): “a consumer’s evaluation, or a

purported consumer's evaluation, of a product, service, or business that is submitted by the consumer or purported consumer and that is published to a website or platform dedicated in whole or in part to receiving and displaying such evaluations." It includes "consumer ratings regardless of whether they include any text or narrative."

- "Consumer testimonial" and "celebrity testimonial" have the meanings in 16 CFR 465.1(f) and (b): an advertising or promotional message, including verbal statements, demonstrations, or depictions of the name, signature, likeness, or other identifying personal characteristics of an individual, that consumers are likely to believe reflects the opinions, beliefs, or experiences of a consumer, or of a well-known individual, who purchased, used, or otherwise had experience with a product, service, or business.
- "Endorsement" has the meaning in the Federal Trade Commission's Guides Concerning Use of Endorsements and Testimonials in Advertising, 16 CFR 255.0(b): "any advertising, marketing, or promotional message for a product that consumers are likely to believe reflects the opinions, beliefs, findings, or experiences of a party other than the sponsoring advertiser." A "product" includes any product, service, brand, company, or industry (16 CFR 255.0(d)), and the party giving an endorsement may be an individual, group, or institution.
- "Excluded Content" means, wherever it appears in the Subject Website or Subject Material, and whether the business wrote it, the individual wrote it, or an embedded service displays it: (a) any consumer review, consumer testimonial, or celebrity testimonial; (b) any other review, testimonial, or endorsement given by a customer, patient, or caregiver; (c) any story or case description by or about an individual customer, patient, or caregiver; and (d) any image or video of an individual customer, patient, or caregiver. Content is Excluded Content when we cannot tell whether the material presents the person who gave it, or the person it shows or describes, as a customer, patient, or caregiver. Excluded Content is not Reviewed Material.
- "Non-consumer endorsement" means an endorsement given by an individual, group, or institution that is not, and is not presented as, a customer, patient, or caregiver, such as a physician or other expert (16 CFR 255.3), a professional or other organization (16 CFR 255.4), a publication or critic, or a well-known individual who is not presented as having used the product or service. A consumer review, consumer testimonial, or celebrity testimonial comes only from someone who purchased, used, or otherwise had experience with the product, service, or business, so it is never a non-consumer endorsement. A non-consumer endorsement is Reviewed Material. We use the definitions in this Section only to decide what a Report examines; a Report does not determine whether any review, testimonial, or endorsement complies with the Federal Trade Commission's rules or guides or any other law (Section 9.2).
- "Review Date" means the date or dates on which we review the Subject Website or Subject Material, as stated in the Report.
- "Order" means a request to purchase a Cliché Report submitted through the Website and, for a Custom Report, a Custom Order.
- "Custom Order" means your written agreement to the Specific Terms together with the payment or payment authorization they require (Section 4.11).
- "Start Date" means the first date on which we have your completed Order, payment in full or valid authorization, the Subject Website address, your delivery choice, and the delivery address; for a Custom Report, your agreement to the Specific Terms and all Subject Material you must supply take the place of the Subject Website address. Our acceptance email confirms it but does not move it.
- "You" or "Customer" means the individual or organization ordering a Report or using the Website.

- “Days” means calendar days unless a provision says business days, which are Monday through Friday, excluding United States federal holidays. Periods stated as days after an event begin on the following day.

3. Eligibility and Use of the Website

3.1 Eligibility

You must be at least eighteen (18) years of age and able to enter into a binding contract to order a Report. The Website is directed to businesses and adults, not children. A Cliché Report may be purchased only by a business located in the United States or its territories, other than a business with a location in Nevada, Texas, or Washington.

3.2 Account Information

You agree to provide accurate, current, and complete information at registration and checkout and to keep it updated. You are responsible for keeping your account credentials confidential and for all activity under your account, especially if you have saved a payment method (Section 6.3). Notify us promptly at marino.apollinari@gmail.com of any unauthorized access.

3.3 Website Content

The Website’s content and design are owned by Baseline Commerce or its licensors and protected by intellectual property laws, to the extent they apply. CLICHÉ INDEX is a trademark of Marino Apollinari, used by Baseline Commerce, LLC under license. Except as Section 11 permits, you may not reproduce, distribute, publicly display, transmit, frame, mirror, data-mine, scrape, or create derivative works from Website content without our prior written permission.

4. The Cliché Report

4.1 What a Report Is

A Cliché Report is a service: we analyze the Subject Website or Subject Material and deliver the results in a written Report. A Website Report examines the public pages of the Subject Website, and a Custom Report examines the Subject Material. A Report identifies where familiar wording, authority, imagery, repetition, or structure takes the place of information a reader could examine. A Website Report includes the components described on the Website’s product page when you place your Order. Subject to the Specific Terms for a Custom Report (Section 4.11), a Report includes:

- identification of the Subject Website or Subject Material, the pages and documents examined, and the Review Date;
- an overall result stated in words, not as a numerical score;
- written findings, each tied to the Reviewed Material it concerns;
- recommendations organized as a prioritized corrective-action plan, with selected example rewrites;
- a statement of scope and limits, including the reference reader and the protocol version used; and
- a list of the sources examined.

4.2 What We Examine

A Website Report covers one (1) website, including its subdomains and blogs, with no page limit. We find pages through the Subject Website’s navigation, links, and published sitemaps (an unlinked,

unlisted page may not be found) and examine every accessible, in-scope page (one belonging to the Subject Website, its subdomains, or its blogs, rather than another website), the public documents they link to, their search titles and descriptions, and their images and video, other than Excluded Content. Excluded Content is out of scope; the Report records each page on which it appears, without describing it. Non-consumer endorsements are in scope and are examined like other Reviewed Material. The Report lists every page and document examined and identifies material found but inaccessible or out of scope. Listing an accessible, in-scope item as unexamined does not fulfill our commitment to examine it; if we cannot complete that work, Sections 6.4 and 7.3 apply. We may also consult public outside sources, which the Report lists.

For a Website Report, we do not sign in, submit forms, book appointments, make payments, use patient or customer portals, test accessibility, mobile layout, interactive features, or security, or review non-public material.

4.3 The Review Date

A Report applies to the Reviewed Material as it stood on the Review Date and does not reflect later changes. Analysis of a revised website requires a new Order.

4.4 Who May Order a Report

Only an Authorized Representative of the business that owns or operates the Subject Website may order a Report about it, and we send it to the delivery address that representative designates under Section 6.1. We do not accept an Order about another party's website. We may ask you to confirm your authority; if we cannot confirm it, we will refuse or cancel the Order under Section 6.4 and refund you in full. Section 11.2 governs a customer's later sharing of a Report. We do not tell anyone outside your business that you ordered a Report, except as Section 11.4 allows.

4.5 How We Handle the Subject Website

We examine only the public content described in Section 4.2, without signing in, and process it to prepare your Report, including with the artificial intelligence services in Section 4.7. We do not examine, quote, describe, summarize, rewrite, or rely on Excluded Content. A Report may state that Excluded Content appears on a page, and may address the business's own words around it and its statements about its customers, patients, or caregivers as a group, such as an aggregate rating or count, but nothing from the Excluded Content itself.

Records. We may retain outside sources, Reports, drafts, notes, prompts, AI conversations, generated files, and other working records to prepare, verify, and correct the Report, preserve its evidence and history, handle disputes, and meet legal obligations. We do not make our own copies of the Subject Website's pages. AI conversations may contain parts of those pages as the AI service read them, including Excluded Content, which we do not use. We retain them only as long as reasonably necessary and proportionate under Section 12 of the Privacy Policy, with no preset expiry or automatic deletion after delivery or cancellation; retention may be indefinite only while those criteria are met, subject to its required-deletion terms. We do not promise complete or permanent records or ongoing monitoring of the Subject Website.

Outside providers. Material processed within a service is received by that provider. Our copies remain subject to Section 12 of the Privacy Policy; provider terms govern the provider's own records, and we cannot guarantee their permanent storage or immediate erasure, which does not remove any legal duty we have. We have turned off the settings that allow the artificial intelligence services to train on what we submit and what they produce for us (Privacy Policy, Section 9).

4.6 What Not to Send Us

Do not send us patient information or records, privileged legal material, passwords, financial account information, or confidential business records. We do not accept submissions containing patient information of any kind, including information protected under the Health Insurance Portability and Accountability Act (HIPAA), any state medical privacy law, or any state consumer health data law. If you send prohibited material, we restrict access, do not use it, tell you, and delete it unless the law requires us to keep it. Reviews, testimonials, and endorsements given by customers, patients, or caregivers and already published on a website are Excluded Content, which we do not examine (Section 4.5).

Custom Reports. You may supply non-public business material, such as a sales script or a written policy, only when the Specific Terms identify it and as they state. Otherwise this Section applies to what you supply.

4.7 How a Report Is Prepared

The analysis and drafting of a Report are performed with artificial intelligence models, currently ChatGPT (OpenAI) and Claude (Anthropic), under the Cliché Index methodology, and the Report file, including the PDF, is generated with them. When we give them a website address, they read its pages in full, including Excluded Content; we instruct them to leave Excluded Content out of what they return to us, and we do not use it. We edit and check Report text with Microsoft Word and Grammarly (Privacy Policy, Section 9). Marino Apollinari reviews the scope, the located material, the findings, the recommendations, and the final Report before it is sent. The output of an artificial intelligence model is not delivered by itself as a Report.

4.8 What Your Payment Buys

Your payment buys the analysis, a service whose results we deliver in the Report, not a particular result; we do not change a result or remove a supported finding because it is unwelcome. The Report is final; an Order includes no meeting, interview, revision round, or follow-up consulting. Section 8.3 covers errors.

4.9 Method and Its Status

Each Report identifies the Cliché Index protocol version used; a Report ordered under these Terms uses Protocol 1.0 unless it identifies a later version. The protocol is under development and has not been independently validated. A Report states our opinion of the Reviewed Material, based on the material it cites. Its overall result is a structured, evidence-backed judgment stated in words, not a numerical score or an objective measurement. Evaluator instructions, the full protocol, and working records are not included and remain confidential to us.

4.10 No Reports on Our Own Initiative

Apart from sample Reports about our own websites, including marinoapollinari.com, we do not prepare Reports without an Order. A letter offering our service that identifies an example from a business's public website is not a Report (Privacy Policy, Section 15). Before we adopted this rule, we prepared one (1) Report on our own initiative and provided it free of charge to the business analyzed (the "Previously Issued Free Report"). That business has the license in Sections 11.2 and 11.3 as if it had bought the Report, and the Report is confidential under Section 11.4. If the business reports an error in it, we will try to correct it. The business may ask us to stop contacting it, which we honor under Section 15 of the Privacy Policy, or to delete the Report, which we assess under Sections 10–12 of that Policy; a request alone does not require deletion of an entire Report or its

supporting records. These commitments are made to that business, whether or not it places an Order.

4.11 Custom Reports: Material Other Than a Whole Website

What a Custom Report may examine. A Website Report is the only Cliché Report offered for purchase on the Website. On request, we may agree to prepare a Custom Report on any of the following that belongs to your business:

- a selected set of public website pages;
- an advertisement or campaign;
- a product or service offer;
- a brochure, presentation, email sequence, or social-media collection;
- a sales script, pricing offer, or financing presentation;
- a non-consumer endorsement, such as an endorsement given by an expert, an organization, or a publication;
- an intake, disclosure, return, warranty, checkout, or complaint process; or
- a defined business practice, decision, or policy.

A Custom Report has no posted price and is not sold at checkout.

How to ask. Use the Contact page form to describe the material, its amount, whether it is public, and its audience. Do not send the material itself. A request is not an Order, and we may decline it.

The Specific Terms. If we accept your request, we will email you Specific Terms stating the Subject Material and how to supply any non-public part of it; the intended audience, what it knows, and the decision it faces, which define the reference reader; the price in United States Dollars and how payment is made; the delivery method; the period within which we will send the Report; and any other term that differs from these Terms.

Placing a Custom Order. You place a Custom Order by agreeing to the Specific Terms in writing, including by email, and paying or authorizing payment in full as they state. Neither of us is bound until you have done both and we have emailed you accepting your Custom Order. That email confirms the Start Date or states what we still need, and it is the acceptance email for Sections 6.2 and 8.1; it does not postpone the Start Date. The Specific Terms are part of the contract and control where they differ from these Terms, except that they do not reduce your rights under Sections 7.3, 8, and 11.4. We will not charge more than their price without your express consent.

Who may order. Only an Authorized Representative of the business to which the Subject Material belongs may place a Custom Order, and we send the Custom Report to the address that representative designates in the Specific Terms. We do not accept a Custom Order about another party’s material. By placing one, you confirm that the Subject Material is your business’s own and that you may supply it for handling as this Section describes.

What we examine. Only the Subject Material identified in the Specific Terms: public material as the public can reach it, and a process, practice, or policy as set out in the documents or description they identify. Unless they say so, we do not observe or test it in operation or interview anyone. We do not review records about identifiable patients or customers, and we do not examine Excluded Content in the Subject Material.

Material you supply. Supply the material itself, such as the script, blank form, or written policy, only as the Specific Terms state and after you receive them. It must not contain any information about a patient, named or not, and you must remove information about identifiable customers first; by supplying it, you confirm that it meets these requirements and Section 4.6. You permit us to copy,

process, and retain it for the purposes in Section 4.5, without unrelated reuse or reduced confidentiality.

How we handle material you supply. Supplied material is processed with the services and software in Section 4.7, under Section 4.5; if you do not want non-public material processed this way, do not supply it. It is confidential under Section 11.4 and retained with the Report's records under Section 4.5, subject to any different Specific Terms.

Delivery and timing. A Custom Report is sent by a method in Section 7.2, as the Specific Terms state, within the period they state, counted from the Start Date; if they state none, within thirty (30) days after the Start Date. The seven (7) and fourteen (14) day periods in Section 7.1 do not apply, but Sections 7.2, 7.3, and 7.4 apply to the Custom Report period.

How the rest of these Terms apply. Otherwise, these Terms apply to a Custom Report as to a Website Report, reading the Subject Website as the Subject Material, the product page as the Specific Terms, and checkout as the steps they state. Sections 4.2, 5.2, 5.3, 6.1, and 6.3 are replaced by this Section and the Specific Terms.

5. Pricing, Fees, and Errors

5.1 Prices

Prices are in United States Dollars (USD). Unless a law requires us to, we do not collect sales, use, or similar taxes; any such tax that applies to your purchase is your responsibility. The price of a Website Report is displayed on the Website; the price of a Custom Report is stated in its Specific Terms.

5.2 Price Transparency

The displayed price includes delivery, whether by PDF or printed copy (including USPS Priority Mail postage), and all mandatory fees we impose. We add no mandatory service fees, handling fees, or surcharges at the end of checkout.

5.3 Price Changes

We may change prices at any time. Your Order's price is the price confirmed at checkout, and a later change does not affect an accepted Order. We will not charge more than the confirmed price without your express consent.

5.4 Errors, Inaccuracies, and Omissions

The Website may contain errors in price, description, or availability. We may correct them and cancel or refuse an Order placed on incorrect information, even after payment is authorized; if we do, we will notify you and refund any amount charged within seven (7) business days. We will not charge a corrected higher price without your express consent; if you do not consent, we will cancel and refund the Order in full.

6. Orders, Acceptance, and Payment

6.1 What We Need From You

To prepare and deliver a Report, we need:

- the address of the Subject Website;

- your delivery choice: a PDF emailed to an address you choose, or a printed copy mailed by USPS Priority Mail to an address you choose; and
- that email or mailing address.

Give the Subject Website address, delivery preference, and PDF email address in the checkout Special instructions box (checkout also collects a mailing address). If anything is missing, we will ask by email; Section 7.1's period begins on the Start Date. You are responsible for the addresses you give us; if the delivery address belongs to someone else, you confirm that you may have the Report sent there.

Please also state there the Subject Website's intended audience, what it generally knows about the subject, and the main decision the website helps it make. These define the Report's reference reader; if we lack them when we begin, we will identify them from the Subject Website.

6.2 Formation of the Contract

Your Order is an offer to purchase. The automatic acknowledgment email confirms receipt only. A binding contract is formed when we send an email accepting your Order and confirming the Start Date; that email does not restart or postpone the delivery period. Section 4.11 governs Custom Orders.

6.3 Payment

Payment is due in full when you place your Order, through the methods offered at checkout. You represent that you are authorized to use your payment method and that sufficient funds or credit are available. Card data entered in checkout's payment fields is collected and processed by our PCI DSS-compliant payment processors; we do not receive or store your full card number (Privacy Policy, Section 3.3).

Saved payment methods. Saving a payment method is optional. A saved card is stored by our payment processor, not by us; we receive only the limited details in Section 3.1 of our Privacy Policy. We use a saved card only for an Order you place and authorize, never on a recurring basis or without your action. You may remove it at any time through your account or by emailing marino.apollinari@gmail.com.

Removal does not affect an accepted Order.

6.4 Refusal of Orders

We may refuse or cancel any Order, in whole or in part, for legitimate business reasons, including suspected fraud, payment failure, inability to verify billing information, a conflict of interest, an Order not placed by an Authorized Representative, an Order for a business with a location in Nevada, Texas, or Washington, a Subject Website we cannot reach or analyze, an obvious pricing or description error, or lack of capacity. We do not refuse Orders on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, familial status, or any other characteristic protected by law. If we refuse or cancel an Order, we will notify you and refund any amount charged within seven (7) business days.

7. Delivery

7.1 Timing

A Website Report usually takes about seven (7) days to prepare, depending on the amount, type, complexity, and accessibility of the material. That is an estimate. We will send your Report, by

emailing the PDF or mailing the printed copy, within fourteen (14) days after the Start Date; that is the dispatch deadline, and variation in the work does not extend it. If we need longer, Section 7.3 applies. If payment is declined or reversed before dispatch, the period starts again when we receive valid payment or authorization in full, and we confirm the revised Start Date by email. Section 4.11 governs Custom Reports.

7.2 Delivery Methods

PDF by email. We email the Report as a PDF to the address you chose; sending it is dispatch under Section 7.1, and the period in Section 8.3 starts when it reaches that address. If you do not receive it, check your spam folder and contact us; we will resend it at no charge.

Printed copy. We mail one (1) printed copy by USPS Priority Mail, with tracking, to the address you chose. It is the only carrier and service we use. Delivery is complete when USPS delivers it, and until then the risk of loss or damage in transit is ours.

USPS transit time is in addition to the period in Section 7.1.

Each Order includes one (1) delivery method.

7.3 Delay Notices and Your Right to Cancel

If we cannot send your Report within the applicable dispatch period in Section 7.1 or, for a Custom Report, Section 4.11, we will notify you before that period expires. Our notice will state a definite revised date or, if we cannot give one, say so and explain why; offer you the option to consent to the delay or cancel for a full refund; give you a cost-free way to respond; and tell you expressly which of the following rules applies.

First delay of thirty (30) days or less. If the revised date is thirty (30) days or less beyond the applicable dispatch period and you do not respond, you are deemed to consent to the delay until the revised date. You may still cancel at any time before we send the Report.

First delay of more than thirty (30) days, or with no revised date. Unless, within thirty (30) days after the applicable dispatch period ends, we send the Report before you cancel or we receive your express consent, your Order is canceled automatically. If you consent to a delay with no revised date, you may still cancel at any time before we send the Report.

Further delays. If we cannot send the Report by a revised date to which you consented or were deemed to consent, we will notify you before that date, stating a new revised date or that we cannot give one, and will not proceed without your express consent. Without it before that date passes, your Order is canceled automatically. If you consent to a further delay with no revised date, you may still cancel at any time before we send the Report.

Refunds. We refund everything you paid within seven (7) business days, without a separate request, after you cancel under this Section, your Order is canceled automatically, we miss the applicable deadline without the timely notice this Section requires, or we tell you we cannot complete your Order. The refund deadline runs from that event, not from a later internal approval.

These commitments apply to every Order, whether the Report is emailed or mailed, and do not reduce any protection required by law.

7.4 Printed Copies That Do Not Reach You

If USPS tracking does not show delivery within fifteen (15) days after we mail a printed copy, or it is returned as undeliverable, contact us. At your choice, we will mail a replacement or email the Report as a PDF, at no charge. You need not file a USPS claim.

7.5 Where We Deliver

We mail printed copies only to addresses within the United States and its territories.

8. Cancellations, Refunds, and Corrections

PLEASE READ THIS SECTION CAREFULLY BEFORE ORDERING. IT DESCRIBES WHEN YOU MAY CANCEL, WHEN WE REFUND, AND WHAT WE DO IF A REPORT CONTAINS AN ERROR.

8.1 Before We Accept Your Order

You may cancel your Order for a full refund at any time before we send the acceptance email described in Section 6.2. We issue that refund within seven (7) business days after receiving your cancellation.

8.2 After We Accept Your Order

Each Report is prepared individually. Once we have accepted your Order, we do not refund it because you changed your mind, no longer need the Report, the reviewed material changed after the Review Date, or you disagree with a finding, recommendation, or result. This does not affect your rights under Sections 7.3 or 8.3 or any right that cannot be waived.

8.3 If Your Report Contains an Error

Tell us within fourteen (14) days of delivery if your Report:

- analyzes a website other than the Subject Website;
- omits a component described on the Website's product page at the time of your Order;
- misquotes or misidentifies the Reviewed Material;
- states a fact about the Subject Website that was wrong on the Review Date; or
- arrives as a file that will not open, or as a printed copy that is damaged, incomplete, or illegible.

Email marino.apollinari@gmail.com with your order number and a description of the problem. We check it against our retained records, the current public material, and any dated copy you provide, and explain any verification limit. We will tell you within seven (7) days whether we confirm the problem, and we will correct the Report or send a replacement at no charge within seven (7) days after confirming it.

If we confirm a covered error but cannot correct it, we will refund everything you paid within seven (7) business days after that determination. A disagreement with a finding, recommendation, or result is not an error.

8.4 Refund Processing

Refunds required by these Terms go to the original payment method within seven (7) business days after the event specified in the applicable Section; no additional approval step postpones it, and any shorter legal deadline controls. Other refunds we agree to are issued within seven (7) business days of that agreement. Your bank or card issuer may take longer to display the credit.

8.5 Where This Section Does Not Limit You

Nothing in this Section 8 limits any right that cannot be waived under applicable law, including your right to dispute a charge under the Fair Credit Billing Act, your rights under the FTC Mail, Internet, or Telephone Order Merchandise Rule to the extent it applies, or any non-waivable consumer protection right under your state's law.

9. Our Commitments and the Limits of a Report

9.1 Our Commitments

We will prepare your Report with reasonable care and skill and provide the components promised in Section 4.1 or the Specific Terms. Before sending it, we check each quotation and reference against its source and identify the applicable review or access date.

9.2 What a Report Is Not

A Report is an analysis of communication, and its findings and result are our opinion. It is not a legal, medical, clinical, or financial opinion, a regulatory or compliance review, an ethics determination, a privacy, security, accessibility, or search-engine-optimization audit, or a scientific validation. It is not a certification, an endorsement, or a ranking against other businesses.

- No result establishes that a statement is true or false, lawful, or unlawful, ethical, original, or effective.
- A result applies only to the Reviewed Material, reference reader, Review Date, and protocol version identified in the Report.
- A Report is not a judgment of the character, competence, or motives of any person.

We do not verify credentials, licenses, clinical outcomes, or business performance. Where a Report raises a clinical, legal, regulatory, or technical question, it identifies the question but does not answer it.

9.3 Your Responsibility for What You Publish

Any example rewrite is an illustration. You decide what to publish and are responsible for it. Have a qualified professional review any clinical, legal, regulatory, or technical change before you publish or rely on it.

9.4 No Promise of Business Results

We do not promise that a Report, or changes you make because of it, will produce more patients or customers, higher revenue, better search placement, or any regulatory or legal outcome.

9.5 Outside Sources

A Report may cite public outside sources as they stood on the date we accessed them. We do not control them, and they may change or contain errors.

9.6 Other Warranties

EXCEPT FOR THE COMMITMENTS IN SECTION 9.1, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO OTHER WARRANTIES ABOUT A REPORT, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This does not reduce your rights under Sections 7.3 and 8.

10. Disclaimer Regarding the Website

THE WEBSITE AND ITS CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE DO NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THIS DISCLAIMER APPLIES TO

THE WEBSITE ITSELF AND IS SEPARATE FROM THE TERMS ON WHICH REPORTS ARE SOLD.

11. Intellectual Property, Your License, and Confidentiality

11.1 What You Buy

You are purchasing a service: our analysis. We deliver its results in your Report, which comes with the license in Section 11.2. Apart from that license, you do not acquire any copyright or other rights in the Report, the Cliché Index methodology, or the Report format, which remain with Baseline Commerce, LLC, or its licensors.

Because a Report is drafted with artificial intelligence models (Section 4.7), copyright may not protect every part of it, and we claim only the rights the law gives us.

11.2 What You May Do

You may use, copy, adapt, share, and publish your Report, in whole or in part, without asking us and without attribution, except as Section 11.3 states. This license does not end.

11.3 What You May Not Do

Without our prior written permission, and except in an honest review under Section 12, you may not:

- present a Report or its result as a certification, seal, endorsement, approval, or finding of legal or regulatory compliance;
- quote the result publicly without also stating the Review Date and that the result is a judgment under the identified protocol version;
- publish an altered Report, or an excerpt, as if it were our complete findings;
- publish a Report about a website you do not own or operate, or use it in advertising or public statements about that website's owner;
- resell or sublicense a Report;
- use a Report to reconstruct the Cliché Index methodology or build a competing product; or
- use a Report to train any artificial intelligence or machine learning model.

11.4 How We Treat Your Report

We treat your Order, your Report, and our correspondence with you as confidential, and we keep the contents of every Report confidential, including the Previously Issued Free Report, except a sample Report about one of our own websites (Section 4.10). Without your separate written permission, we do not publish your Report or any part of it; identify you as a customer; share your Report or disclose its contents outside your business; or use your Report or the Reviewed Material in marketing to anyone else, in a benchmark, in another customer's Report, or to calibrate or validate the methodology.

We disclose protected information only to providers that help us take payment, keep tax and accounting records, prepare, deliver, and store and preserve Reports and the records described in Section 4.5, and correspond with you (as the Privacy Policy lists; payment and tax providers do not receive the Report); to a successor bound by this Section; and where required by law. Sending your Report to a delivery address you designate is delivery to you, not a disclosure by us, and does not permit any other disclosure. We do not identify you to an AI service as the person ordering.

We retain Reports and their records under Section 4.5 and Section 12 of the Privacy Policy and honor deletion required by applicable law or a binding agreement, including Specific Terms. A

deletion request does not require removing an entire Report if removing the affected personal information satisfies it, and keeping a record does not authorize publication, unrelated reuse, or additional disclosure.

This Section covers your Order, your Report, what you tell us, and any Subject Material you supply. It does not make any public material confidential. For the Previously Issued Free Report, “you” in this Section means the business that received it.

11.5 Feedback

We may ask what you thought of your Report; answering is optional. We do not publish your feedback, your name, or your business’s name without your separate written permission.

11.6 Enforcement

Unauthorized reproduction of Website content, or of the parts of a Report that copyright protects, may result in civil liability under the Copyright Act. Statutory damages and attorney’s fees are available only where the Copyright Act’s registration requirements are met.

12. Reviews

The Website does not accept customer reviews, ratings, or comments for publication.

Nothing in these Terms restricts you from posting an honest review of our Reports or business anywhere, consistent with the Consumer Review Fairness Act, 15 U.S.C. § 45b. Section 11.3 does not restrict your opinion of our work or apply to an honest review, including one that quotes or describes your Report or its result.

13. Copyright Complaints

If you believe content on the Website infringes your copyright, send a notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(3), to our designated agent: Marino Apollinari, Managing Member, Baseline Commerce, LLC, 3205 McKitrick Street, Melvindale, MI 48122; telephone 734-799-1677; email marino.apollinari@gmail.com. Your notice must include: (1) your physical or electronic signature; (2) identification of the copyrighted work claimed to be infringed; (3) identification of the allegedly infringing material and its location on the Website; (4) your contact information; (5) a statement of good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the owner’s behalf. We will respond in accordance with the DMCA and may remove the material.

14. Prohibited Uses

You may not use the Website to: violate any law; infringe any intellectual property or privacy right; transmit malware or harmful code; gain unauthorized access to the Website, our systems, or another user’s account; interfere with the Website; scrape, data-mine, or use automated means to collect content; circumvent any technical protection measure; place fraudulent orders or use a payment method you are not authorized to use; send us material described in Section 4.6; or use a Report to harass or defame any person.

15. Limitation of Liability

PLEASE READ THIS SECTION CAREFULLY. IT LIMITS OUR LIABILITY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BASELINE COMMERCE, LLC AND ITS MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE WEBSITE, A REPORT, OR THESE TERMS, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO A REPORT OR AN ORDER WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID FOR THAT REPORT.

These limitations do not apply to liability for death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; gross negligence or willful misconduct; any liability that cannot be limited or excluded under applicable law; or your non-waivable rights under state consumer protection statutes, including the Michigan Consumer Protection Act.

16. Indemnification

You agree to indemnify and hold harmless Baseline Commerce, LLC and its members, managers, employees, and agents from any third-party claim, loss, or expense, including reasonable attorney's fees, arising out of an Order you placed without being an Authorized Representative; material you sent in violation of Section 4.6; Subject Material you supplied without the right to supply it; your use of a Report in violation of Section 11.3; your violation of Section 14; or your violation of applicable law. This Section does not apply to claims arising from our own acts or omissions, or to a consumer to the extent prohibited by law. We will notify you promptly of any claim and will not settle it without your consent.

17. Force Majeure

We are not liable for delay or failure caused by events beyond our reasonable control, such as natural disaster, epidemic, war, civil unrest, utility, carrier, or service-provider failure, government action, or the Subject Website being unavailable. If such an event delays your Report, Section 7.3 still governs your rights to notice, consent, cancellation, and refund.

18. Governing Law and Dispute Resolution

18.1 Governing Law

These Terms and any dispute relating to them, the Website, or a Report are governed by Michigan law, without regard to its conflict of laws principles. If you are a consumer residing in another state, this does not deprive you of the protection of any mandatory consumer protection provision of your state's law.

18.2 Informal Resolution First

Before filing a claim, please email marino.apollinari@gmail.com describing the dispute and the relief you seek. We will respond within thirty (30) days and try in good faith to resolve it.

18.3 Venue

If we cannot resolve a dispute informally, it will be brought exclusively in the state or federal courts located in Wayne County, Michigan, and you and we consent to their personal jurisdiction. This does not apply to a claim you bring in a small claims court in your own county of residence, and it does

not prevent you from filing a complaint with any government agency, including your state Attorney General or the Federal Trade Commission.

18.4 No Mandatory Arbitration

These Terms do not require arbitration or waive your right to participate in a class action. You retain your right to a jury trial.

18.5 Time to Bring a Claim

A claim must be brought within the period allowed by the applicable statute of limitations. We do not shorten that period.

19. Privacy

Your use of the Website is also governed by our Privacy Policy at clichereport.com/privacy-policy, incorporated into these Terms. It controls a conflict regarding personal information, but it does not expand the disclosure exceptions in Section 11.4 or reduce that Section's confidentiality commitments.

20. Accessibility

We are committed to making the Website usable by people with disabilities and work toward conformance with the Web Content Accessibility Guidelines (WCAG) 2.2 Level AA. If you encounter a barrier, need help placing an order, or need a policy or your Report in another format, contact us at marino.apollinari@gmail.com or 734-799-1677, and we will assist you at no charge.

21. Notice to California Residents

Under California Civil Code § 1789.3, California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

22. General Provisions

Severability. An unenforceable provision will be modified minimally or severed, and the rest remains in effect.

No waiver. Our failure to enforce a provision is not a waiver of it.

Assignment. You may not assign these Terms without our written consent. We may assign them in a merger, acquisition, or sale of assets, on notice to you.

Notices. We may give general notices by posting on the Website. Order acceptance, delivery, delay, cancellation, and refund notices are sent to the email address associated with your Order. You may give us notice at marino.apollinari@gmail.com or the address in Section 23.

Survival. Sections 4.5, 4.9, 4.10, 4.11, 7, 8, 9, 10, 11, 13, 15, 16, 18, and 22 survive termination of these Terms or completion of your Order.

Headings. Headings are for convenience only and do not affect interpretation.

Entire agreement. These Terms, the Privacy Policy, the Website's product page at the time of your Order, our acceptance email, and any Specific Terms are the entire agreement between you and

Baseline Commerce, LLC regarding the Website and your purchase, and supersede any prior understanding on that subject.

No third-party beneficiaries. These Terms create no rights in anyone other than you and Baseline Commerce, LLC, except that the commitments in Sections 4.10 and 11.4 are made to the business that received the Previously Issued Free Report.

23. Contact Us

Baseline Commerce, LLC

3205 McKitrick Street

Melvindale, MI 48122

Telephone: 734-799-1677

Email: marino.apollinari@gmail.com

Website: clichereport.com

We aim to answer every message within three (3) business days.