

# **AD MARKETING AGENCY LLC**

## **COMPREHENSIVE INTERNATIONAL TERMS AND CONDITIONS OF SERVICE**

*Registered in the State of Wyoming (USA)*  
*30 N Gould St Ste R – Sheridan WY 82801 – USA*  
*legal@admarketing.cc | EIN available upon request*  
*Effective Date: March 1, 2025*

### **PREAMBLE**

These Terms and Conditions constitute the complete and binding agreement between AD Marketing Agency LLC ("the Agency") and any client, customer, or organization ("the Client") engaging the Agency for digital services, development, management, or support.

By placing an order, accepting a quote, making any payment, or beginning any project, the Client automatically accepts all provisions herein without exception or reservation. No prior agreements, communications, or verbal understandings override these Terms.

### **1. PURPOSE AND SCOPE**

These Terms apply to all projects, subscriptions, digital services, website development, Google Ads management, WordPress customization, hosting, maintenance, SaaS applications, database management, email services, and any other work performed by AD Marketing Agency LLC.

They supersede any prior agreement, communication, proposal, or condition. Placing an order, signing a quote, or making any payment constitutes full and irrevocable acceptance of these Terms.

### **2. FORMATION OF CONTRACT**

The contract becomes binding when:

- A quotation is approved by the Client
- A deposit or payment is received
- Services begin
- The Client accesses deliverables or credentials

Electronic acceptance (email confirmation, payment via Stripe or bank transfer, checkbox acceptance) has the same legal effect as a hand-written signature and is fully binding.

### **3. DEPOSITS AND PAYMENT SCHEDULE**

#### **3.1 Deposit Requirements**

A non-refundable deposit of 30% to 50% of the total project price is required before work starts. Projects under USD 2,000 may require full payment in advance. Deposits are non-refundable once the Agency has begun work or allocated resources.

#### **3.2 Payment Milestones**

For larger projects, the following payment schedule applies:

- First milestone: 30-50% deposit (before work begins)
- Second milestone: 25% at 50% project completion (upon approval)

- Third milestone: 25% upon delivery/testing approval
- Final payment: 100% due before transfer of IP, credentials, or data ownership

### 3.3 Invoice Terms

- Invoices are due NET 14 (14 days from invoice date)
- Invoices are issued in USD; Stripe may convert to Client's currency (Client bears conversion fees)
- Late payment begins accruing interest immediately on day 15

### 3.4 Payment Methods

Accepted payment methods: Stripe, bank transfer (ACH, SEPA, international wire)

Clients are responsible for any banking or intermediary fees.

## 4. CURRENCIES AND BILLING

All quotations, invoices, and payments are issued in USD (United States Dollars).

If Client pays in another currency via Stripe or payment processor, conversion rates and fees apply at the time of transaction.

The USD amount remains the contractual reference value.

Currency fluctuations do not alter the USD total owed.

## 5. SCOPE OF WORK, REVISIONS, AND SCOPE CREEP

### 5.1 Defined Scope

The price quoted covers only the deliverables explicitly stated in the written quotation or project brief.

### 5.2 Included Revisions

- Design/UI projects: Up to 3 revision rounds included
- WordPress/Web development: Up to 5 revision rounds included
- Google Ads setup: Up to 2 adjustment rounds included
- Other services: As specified in the quotation

### 5.3 Additional Changes

Requests beyond the included revisions incur charges of USD 100/hour (minimum USD 100 per request).

### 5.4 Scope Changes

Any changes to the original scope must be:

- Requested in writing (email)
- Approved by the Agency
- Formalized in a contract amendment
- May result in price increase and timeline extension

Unauthorized scope expansion may result in project suspension until clarification is provided.

## 6. TIMELINES, DELIVERY DATES, AND SERVICE LEVELS (SLA)

### 6.1 Estimated Delivery Dates Are Indicative Only

All estimated delivery dates, project timelines, and deadlines mentioned orally, in writing, in emails, or in quotations are INDICATIVE AND NON-BINDING ESTIMATES ONLY.

The Agency does NOT guarantee that work will be completed by any stated date.

These estimates are subject to change without notice.

## 6.2 Factors Beyond Agency Control

The Agency is not liable for delays caused by:

- Client delays in providing materials, approvals, or feedback
- Client unavailability for testing, sign-off, or decisions
- Third-party services (Google, Stripe, Amazon AWS, Cloudflare, hosting providers, registrars)
- Third-party API changes, deprecations, or service interruptions
- Unclear specifications or conflicting Client requirements
- Scope changes requested by the Client
- External factors (cybersecurity incidents, server issues, ISP problems)

## 6.3 Reasonable Timeline Extensions

If a project exceeds the estimated timeline by more than 60 calendar days due to documented Agency error (not Client-caused delays), the Client may:

1. Request a prorated refund of work not completed
2. Request a contract extension at no additional cost for the delayed portion
3. Terminate the contract with a partial refund of unused services

The Client must notify the Agency in writing of any timeline concern within 7 days of the delay for this provision to apply.

## 6.4 Maintenance and Support Response Times

For maintenance and support services (post-launch):

- Critical issues (site down, security breach): Best-effort response within 24 hours
- High-priority issues (functionality broken): Response within 48 hours
- Standard requests: Response within 5 business days
- Low-priority: No guaranteed response time

# 7. INTELLECTUAL PROPERTY AND OWNERSHIP

## 7.1 Agency IP Ownership (Until Full Payment)

All deliverables, including code, design files, databases, configurations, templates, and software, remain the exclusive property of AD Marketing Agency LLC until full payment in full is received and confirmed.

## 7.2 Restrictions Before Payment

Until payment is complete:

- Client has limited access for testing purposes only
- Client may NOT copy, modify, redistribute, or republish any deliverable
- Client may NOT use deliverables for competing purposes or with competitors
- Unauthorized use violates U.S. Copyright Law and the Digital Millennium Copyright Act (DMCA)

## 7.3 IP Transfer Upon Payment

Upon receipt of full payment, the Agency will provide written confirmation of IP ownership transfer.

This transfer grants the Client the right to use, modify, and maintain deliverables for their own purposes.

## 7.4 Third-Party IP

Client-provided content (text, images, logos, materials) remains Client's property.

The Client grants the Agency a limited license to use such content to create deliverables.

# 8. SERVER OWNERSHIP, DATA, AND CREDENTIALS

## 8.1 Server Infrastructure Ownership – CRITICAL CLAUSE

ALL infrastructure hosted on Agency-managed servers belongs 100% to the Agency, including but not limited to:

- Email accounts and mailboxes
- Domain name registrations and DNS records
- Databases and database backups
- Website files and WordPress installations
- SSL certificates and security configurations
- Hosting accounts and server access
- FTP/SSH credentials and administrative keys
- All data generated or stored on Agency servers
- API tokens and integrations configured on Agency infrastructure

Until full payment is received, the Client has ZERO ownership rights to any of the above.

## 8.2 Post-Payment Server Ownership Transition

Upon full payment and written confirmation:

- The Agency will transfer ownership or administrative access to Client-designated registrars, hosting providers, or accounts
- Domain registrations may be transferred to Client's registrar
- Email services may be migrated to Client's provider
- Databases may be exported and provided to Client
- WordPress access may be transferred (SSL certificates remain Agency-managed unless transferred)

## 8.3 Transition Fees

Each of the following transfers incurs a one-time fee:

- Domain transfer (registrar change): USD 200
- Email accounts transfer: USD 100 per account
- Database export and setup: USD 200
- WordPress admin transfer + setup: USD 200
- SSL certificate transfer: USD 150
- Complete server migration: USD 500+

These fees are in addition to any charges by third-party providers (registrars, hosting companies, etc.).

## 8.4 Post-Transfer Liability

Once transferred, the Client assumes 100% responsibility for:

- Maintenance and updates
- Backups and disaster recovery
- Security and compliance
- Renewal fees and domain/hosting charges
- Any data loss or corruption after transfer

The Agency is not liable for issues arising after transfer.

# 9. EMAIL, DOMAIN, AND DATABASE OWNERSHIP CLARIFICATION

## 9.1 Email Accounts

All email accounts created or managed by the Agency on Agency servers belong to the Agency until full payment.

Upon payment, emails may be migrated to Client's email provider (Office 365, Google Workspace, or third-party).

Historic email data remains Agency property unless explicitly transferred in writing.

## 9.2 Domain Names

Domains registered by or managed by the Agency belong to the Agency until full payment.

Domain registrar records list the Agency as administrative contact until transfer is completed.

Upon payment, the Agency will transfer administrative access to the Client's preferred registrar.

The Client must provide the required registrar and credentials for transfer.

## 9.3 Databases

All databases, backups, and data stores on Agency servers belong to the Agency until full payment.

Upon payment, the Agency will provide database exports (SQL dumps, backups) to the Client.

The Client is responsible for importing and maintaining the database on their own infrastructure.

## 9.4 Website Files and Code

All website files, WordPress installations, custom code, and configurations belong to the Agency until full payment.

Upon payment, the Client receives ownership and may host elsewhere.

The Agency provides source files, databases, and configurations to facilitate transfer.

## 9.5 Client Data and Business Information

Information provided by the Client (customer lists, business data, marketing materials, content) remains the Client's property.

The Agency has access solely to deliver services.

Upon project completion and full payment, the Agency deletes or returns Client data per Client written request.

# 10. CREDENTIALS, ACCESS, AND HANDOVER

## 10.1 Credential Retention Until Payment

Until full payment is received:

- All admin credentials, FTP/SSH keys, database passwords, API tokens, and administrative access remain under sole Agency control
- Client may receive limited testing access (read-only or client-level access) for review purposes
- Client is explicitly prohibited from accessing, sharing, or modifying credentials

## 10.2 Credential Transfer Upon Payment

Upon full payment:

1. The Agency provides all credentials in writing (secure communication or encrypted file)
2. Credentials include FTP, SSH, hosting control panel, WordPress admin, database, email, domain registrar, and third-party service logins
3. Client should immediately change all passwords upon receipt

## 10.3 Illegal Access and Penalties

If the Client accesses credentials without authorization or before payment:

- The Agency immediately terminates all services
- No refunds are issued
- The Agency may pursue legal action for unauthorized access and data theft
- Client is liable for all costs related to security incident response, data recovery, and legal action

## 10.4 Logs and Audit Trail

All system access, credential usage, and modifications are logged by the Agency.

These logs serve as legal evidence in any dispute regarding access, data integrity, or misuse.

## **11. MAINTENANCE AND SUPPORT AGREEMENTS**

### **11.1 Maintenance as Mandatory 12-Month Commitment**

Any maintenance agreement or ongoing support arrangement (website maintenance, software updates, Google Ads management, hosting support, monitoring) constitutes a **BINDING 12-MONTH COMMITMENT**.

### **11.2 First Month Payment and Auto-Renewal**

- The first monthly invoice is due upon service start
- Payment of the first monthly invoice automatically enrolls the Client in a 12-month maintenance contract
- Early termination is **NOT** possible within the 12-month period
- At the end of month 12, the contract auto-renews for another 12 months unless the Client provides written non-renewal notice 60 days prior to expiration

### **11.3 Non-Renewal Requirements**

To avoid auto-renewal:

- Client must send written notice (email to [legal@admarketing.cc](mailto:legal@admarketing.cc)) at least 60 days before contract expiration
- Without such notice, renewal is automatic
- All fees due through the end of the current term must be paid before services end

### **11.4 Included Maintenance Services**

Monthly maintenance typically includes:

- Automatic security patches and WordPress core updates
- Monthly backups and integrity checks
- Basic bug fixes (up to 5 hours/month)
- Performance monitoring
- SSL certificate renewal

### **11.5 Additional Support Beyond Included Hours**

Any work exceeding included maintenance hours (5 hours/month default) incurs:

- USD 100/hour for additional development
- USD 75/hour for technical support
- Minimum billable unit: 1 hour per request

## **12. WARRANTY AND POST-DELIVERY SUPPORT**

### **12.1 30-Day Warranty Period**

The Agency warrants that deliverables will function as specified for 30 days after delivery.

### **12.2 Critical Bug Fixes**

Critical bugs that prevent the site/application from functioning (e.g., complete crashes, total data loss, security breaches) are fixed at no charge during the 30-day warranty period.

### **12.3 Minor Issues and Feature Requests**

Minor issues (cosmetic defects, non-critical functionality), feature requests, or customizations beyond the original specification incur support charges of USD 75/hour (minimum USD 100 per request).

### **12.4 Post-Warranty Support (30+ Days)**

All support, maintenance, or bug fixes beyond 30 days must be purchased through a separate maintenance contract or paid as hourly service.

#### 12.5 No Warranty Beyond Specifications

The Agency does NOT warrant that:

- Deliverables will be error-free
- Deliverables will meet Client expectations beyond specifications
- Deliverables will integrate with third-party systems not tested by the Agency
- Third-party services will remain compatible or available

### 13. SUSPENSION AND COLLECTION FOR NON-PAYMENT

#### 13.1 Late Payment Triggers Automatic Suspension

If a payment is more than 5 days overdue:

- The Agency may suspend all services immediately with written notice via email
- Email notice constitutes valid legal notice
- No prior warning required beyond the initial invoice

#### 13.2 Suspension Actions

Upon suspension, the Agency may:

- Disable website access and take the site offline
- Revoke email credentials and block email access
- Disable database and application access
- Remove DNS records pointing to the site
- Pause Google Ads campaigns
- Revoke FTP/SSH/hosting access

#### 13.3 Service Resumption

Services resume only upon:

1. Full payment of all outstanding balances
2. Reconnection fee: USD 200 (minimum, additional charges may apply)
3. Written confirmation from the Agency

#### 13.4 Suspension Does Not Void Payment Obligations

Suspension does not cancel the Client's obligation to pay all amounts due.

Clients remain liable for the full contract amount even if services are suspended.

#### 13.5 Collection and Legal Fees

If payment is not received within 30 days of the original due date, the Agency may:

- Pursue collection through third-party agencies
- Initiate arbitration proceedings
- Recover all collection costs, attorney fees, and arbitration fees from the Client
- Report the debt to credit agencies and business records

### 14. LATE PAYMENTS AND INTEREST CHARGES

#### 14.1 Late Payment Interest

Overdue amounts accrue interest at:

- 1.5% per month (18% per year) or
- The maximum rate allowed by law in the Client's jurisdiction (whichever is lower)

Interest begins accruing on day 15 of the invoice date (5-day grace period).

#### 14.2 Collection Fees

In addition to interest, the Client reimburses reasonable collection and legal fees:

- Collection agency involvement: Up to USD 500
- Attorney consultation: Charged at cost
- Arbitration filing fees: Charged to the Client
- Court or legal proceedings: All costs recovered from the Client

#### 14.3 No Contest of Charges

The Client waives any right to contest or dispute late fees, interest, or collection charges.

### 15. GOOGLE ADS ACCOUNT MANAGEMENT (AGENCY-SPECIFIC)

#### 15.1 Agency Account Ownership

All Google Ads campaigns managed by the Agency are created under an Agency account structure controlled by the Agency.

The Agency retains administrative access and ownership of all campaigns, audiences, conversion tracking, and account data.

#### 15.2 Client Access Levels

The Client receives:

- Limited reporting access to view performance metrics and campaigns
- Client account link for transparency and measurement purposes
- Read-only access to campaign configuration (no modification capability without approval)

#### 15.3 Campaign Data Ownership

Campaign data, historical performance, audience insights, and optimization history belong to the Agency as part of the service delivery.

Upon termination, the Client may request an export of basic performance data (reports only, not raw account data).

#### 15.4 Account Transition Fee

If the Client requests to own or transfer the Google Ads account to another agency or personal account:

- Transition fee: USD 250
- The Agency exports campaigns and provides documentation
- The Client is responsible for any setup or configuration required in the new account
- The Agency is not liable for performance changes after transition

#### 15.5 Google Policy Compliance

The Agency is NOT responsible for account suspensions or policy violations caused by:

- Client's business practices or content that violates Google policies
- Client's landing pages or website content
- Client's advertising claims or misrepresentations
- Changes in Google's policies that may affect existing campaigns

### 16. WORDPRESS, HOSTING, AND SERVER MANAGEMENT

#### 16.1 Agency Server Control

If the Agency manages hosting and server infrastructure:

- The Agency retains administrative access and control for security, updates, and monitoring
- The Client receives WordPress admin access (content and page management only)
- The Client is NOT granted FTP, SSH, or server-level access without explicit written authorization

## 16.2 Automatic Updates and Security

The Agency performs:

- Automatic WordPress core updates
- Plugin and theme security updates
- Server security patches and configurations
- Regular malware scanning

## 16.3 Unauthorized Modifications

Client modifications to server files, htaccess, or plugins may break the website.

The Client assumes 100% risk for unauthorized modifications.

The Agency is not responsible for fixing issues caused by unauthorized changes.

## 16.4 Plugin and Theme Compatibility

The Client may not install third-party plugins or themes without Agency approval.

Incompatible or poorly-coded plugins may:

- Crash the website
- Cause performance issues
- Create security vulnerabilities

The Agency is not liable for damage caused by Client-installed plugins.

# 17. CONFIDENTIALITY AND NDA (AUTOMATIC)

## 17.1 Mutual Confidentiality

All information shared between the parties (project details, pricing, strategies, business information, technical data) is treated as strictly confidential.

## 17.2 Prohibited Disclosures

Neither party may disclose the other's confidential information without written consent, except:

- As required by law
- To legal counsel or accountants
- To service providers under NDA
- To comply with regulatory requirements

## 17.3 Breach Penalties

Unauthorized disclosure may result in:

- Civil liability and damages
- Injunctive relief (court orders)
- Criminal liability under applicable laws

## 17.4 Portfolio Use Exception

The Agency may display project work in its portfolio or for marketing purposes unless the Client requests confidentiality in writing before project start.

Client confidential information is never disclosed; only project visuals/results are shown.

# 18. NON-CIRCUMVENTION AND NON-SOLICITATION

## 18.1 Non-Circumvention (12 Months)

The Client agrees NOT to:

- Contact, hire, or engage the Agency's subcontractors, developers, or partners directly for 12 months after project completion

- Circumvent the Agency to obtain services from the Agency's team members
- Request subcontractors to perform work without Agency involvement

#### 18.2 Violation Penalty

If breached, the Client is liable for:

- Reasonable compensation for lost revenue (typically 25-50% of the contract value)
- Plus actual damages and attorney fees

#### 18.3 Permitted Exceptions

The Client may work with Agency subcontractors if:

- The Agency provides written authorization
- The Client pays a referral fee (typically 15-20% of engagement value)

### **19. BACKUPS, DATA INTEGRITY, AND DISASTER RECOVERY**

#### 19.1 Backup Retention

The Agency maintains temporary backups for 30 days after project delivery.

Backups beyond 30 days are not guaranteed unless a separate backup/disaster recovery contract is in place.

#### 19.2 Client Responsibility

The Client is responsible for:

- Maintaining independent backups of critical data
- Implementing their own disaster recovery procedures
- Securing database credentials and access

#### 19.3 Data Loss Liability

The Agency is NOT liable for data loss resulting from:

- Client negligence or misuse
- Client failure to maintain backups
- Accidental deletion by Client
- Third-party service failures (hosting provider outages)
- Cyber-attacks or security incidents

#### 19.4 Data Recovery Costs

If data recovery is required due to Client error or negligence, the Agency may charge:

- USD 250/hour for data recovery efforts
- Actual costs for external data recovery services (if needed)

### **20. SECURITY AND CYBERSECURITY LIABILITY**

#### 20.1 Standard Security Measures

The Agency implements industry-standard security:

- SSL/TLS encryption (HTTPS)
- Two-factor authentication (2FA)
- Firewalls and DDoS protection
- Regular malware scanning
- Security headers and best practices

#### 20.2 Client Security Responsibility

The Agency is NOT liable for security breaches resulting from:

- Weak passwords or easily guessable credentials

- Shared credentials or leaked passwords
- Client devices infected with malware
- Phishing or social engineering attacks targeting the Client
- Insecure network connections (public WiFi)

### 20.3 Mandatory Security Practices

The Client agrees to:

- Use strong, unique passwords (minimum 12 characters, mixed case, numbers, symbols)
- Never share credentials with unauthorized persons
- Immediately notify the Agency if credentials are compromised
- Use 2FA whenever available
- Not access Agency systems from insecure networks without a VPN

### 20.4 Breach Notification

If a security breach occurs, the Agency will:

- Notify the Client within 48 hours of discovery
- Provide information about the scope and nature of the breach
- Not be liable for damages if the breach results from Client negligence

## 21. LIMITATION OF LIABILITY

### 21.1 Cap on Liability

The Agency's total liability for ANY claim shall not exceed the total amount paid by the Client for the specific service in question during the 12 months preceding the claim.

If a project cost USD 2,000, Agency liability is capped at USD 2,000.

### 21.2 Excluded Damages

The Agency is NOT liable for:

- Indirect damages (lost profits, lost revenue, lost business opportunity)
- Consequential damages (cascading failures, business interruption)
- Special damages (data loss, reputation harm)
- Punitive damages (penalties beyond direct loss)

### 21.3 Non-Delegable Liability

Limitations do not apply to:

- Gross negligence or willful misconduct
- Theft or unauthorized access by Agency staff
- Violation of law by the Agency
- Infringement of Client's IP rights

## 22. THIRD-PARTY SERVICES AND DEPENDENCIES

### 22.1 External Service Providers

The Agency integrates with third-party services:

- Cloud providers: Google Cloud, Amazon AWS, Cloudflare, Heroku
- Payment processors: Stripe, PayPal, Square
- Analytics: Google Analytics, Meta Pixel
- Email services: Google Workspace, Office 365, SendGrid
- CDN and hosting: Various global providers

### 22.2 Agency Not Liable for Third-Party Failures

The Agency is NOT responsible for:

- Service interruptions by Google, Amazon, Cloudflare, Stripe, or other providers
- API changes, deprecations, or policy updates
- Account suspensions by third-party platforms
- Data loss caused by third-party provider failures
- Rate limiting or quota changes by third-party services
- Price increases by service providers

### 22.3 Client Responsibility for Third-Party Compliance

The Client is responsible for:

- Complying with all third-party terms of service
- Maintaining valid payment methods with service providers
- Managing third-party account settings and security
- Notifying the Agency of policy changes that affect services

### 22.4 Service Continuity

The Agency will make best-effort attempts to migrate or adapt to third-party changes but is not liable for delays or service interruptions.

## 23. PORTFOLIO AND COMMUNICATION RIGHTS

### 23.1 Portfolio Display

Unless the Client requests confidentiality in writing before project start, the Agency may:

- Display project work in portfolios, case studies, and marketing materials
- Mention the Client's business name (no confidential details)
- Show screenshots or visuals (no sensitive data)
- Use project work for promotional purposes

### 23.2 Case Studies and Testimonials

The Agency may request permission to create a detailed case study.

If agreed, the Client may review and approve the case study before publication.

### 23.3 Client Communications

Any public statements by the Client about the Agency must be:

- Accurate and factual
- Non-defamatory and not libelous
- Not disclosing confidential information

Violation may result in legal action for defamation.

## 24. FORCE MAJEURE

### 24.1 Events Beyond Reasonable Control

Neither party is liable for delay or non-performance caused by events beyond reasonable control, including:

- War, terrorism, political unrest
- Natural disasters (earthquake, flood, hurricane)
- Pandemic or public health emergency
- Cyber-attacks or major infrastructure failure
- Power outages or telecommunications failure
- Government action or regulatory changes

## 24.2 Mitigation Obligation

The affected party must:

- Provide prompt notice of the force majeure event
- Make reasonable efforts to mitigate impact
- Resume services as soon as practically possible

## 24.3 Payment Suspension

If a force majeure event prevents service delivery for more than 30 days, the Client may suspend payment until services resume.

# 25. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

## 25.1 Agency Warranties

The Agency warrants that:

- It has the legal right to deliver the services
- Deliverables do not infringe known third-party intellectual property (excluding Client-provided materials)
- Services will be performed in a professional and timely manner

## 25.2 Client Warranties

The Client warrants that:

- It has the authority to enter this agreement
- All Client-provided materials (content, images, logos) are owned by the Client or properly licensed
- Client content does not violate laws or infringe third-party rights
- Client authorizes the Agency to use materials as specified in the project scope

## 25.3 Disclaimer: No Guarantees

EXCEPT AS STATED ABOVE, THE AGENCY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING:

- No guarantee of results (e.g., Google Ads conversion guarantees)
- No merchantability warranty
- No fitness for particular purpose warranty
- No error-free operation warranty
- No third-party compatibility warranty

# 26. INDEMNIFICATION (MUTUAL)

## 26.1 Client Indemnifies Agency

The Client agrees to indemnify, defend, and hold harmless the Agency from:

- Claims that Client-provided content infringes third-party intellectual property or rights
- Claims arising from Client's misuse or modification of deliverables
- Regulatory or legal issues caused by Client's business, content, or practices
- Claims from Client's customers or third parties regarding Client's use of the deliverables

## 26.2 Agency Indemnifies Client

The Agency agrees to indemnify, defend, and hold harmless the Client from:

- Claims that Agency-created IP (code, design) infringes known third-party intellectual property
- Claims arising from the Agency's negligence or misconduct
- Regulatory violations caused by the Agency's services (if Agency-at-fault)

## 26.3 Indemnification Procedure

The indemnified party must:

- Provide prompt written notice of the claim

- Allow the indemnifying party to control defense and settlement
- Cooperate fully with defense efforts

## **27. RECORD RETENTION AND AUDIT TRAIL**

### **27.1 Documentation Retention**

The Agency maintains records of:

- Project briefs, specifications, and quotations
- All email communications and change requests
- Invoices, payments, and transaction logs
- System access logs and audit trails
- Backup and delivery confirmations
- Any disputes or Client complaints

### **27.2 Retention Period**

Records are retained for minimum 3 years after project completion or contract termination.

### **27.3 Legal Evidence**

These records serve as legal evidence in any dispute, arbitration, or legal proceeding.

Digital logs from Stripe, Google Analytics, email servers, and hosting providers are considered conclusive proof of transactions and communications.

### **27.4 Client Access to Records**

Clients may request copies of their own records via formal written request to [legal@admarketing.cc](mailto:legal@admarketing.cc).

Requests will be fulfilled within 30 days with reasonable fees for compilation and retrieval (if applicable).

## **28. PRIVACY AND DATA PROTECTION**

### **28.1 U.S. Privacy Laws**

AD Marketing Agency LLC complies with U.S. federal and state privacy laws, including CCPA (California Consumer Privacy Act) where applicable.

### **28.2 GDPR Compliance (EU Clients)**

When serving European clients, the Agency processes personal data in accordance with GDPR principles:

- Lawfulness and fairness: Data collected only for specified, legitimate purposes
- Data minimization: Only necessary data collected
- Storage limitation: Data retained only as long as needed
- Security: Industry-standard encryption and protection

### **28.3 Data Processing Roles**

- Client is the data controller (owns customer data, makes decisions about data use)
- Agency is the data processor (processes data on Client's behalf)

### **28.4 Client Data Protection Responsibility**

The Client is responsible for:

- Obtaining consent from individuals for data collection
- Providing privacy notices to data subjects
- Maintaining compliance with local privacy laws
- Managing data subject requests (access, deletion, portability)

### **28.5 Data Deletion Upon Termination**

Upon contract termination and full payment settlement:

- The Agency deletes or anonymizes Client personal data within 30 days (unless legally required to retain)
- The Client is provided with exports of their own data
- The Agency retains operational logs only (no personal data)

## **29. CCPA RIGHTS (CALIFORNIA RESIDENTS AND BUSINESSES)**

### **29.1 Consumer Rights**

If the Client is a California resident or business operating in California, they have the right to:

- Know: Request what personal information the Agency collects
- Delete: Request deletion of collected data (with exceptions for legal obligations)
- Opt-out: Opt out of data sales or sharing
- Non-discrimination: No discrimination for exercising CCPA rights

### **29.2 Data Subject Requests**

Requests must be submitted in writing to [legal@admarketing.cc](mailto:legal@admarketing.cc) with the subject line "CCPA REQUEST." The Agency will respond within 30 days with information or confirmation of action taken.

### **29.3 Verification**

Requests must include sufficient detail to verify the requestor's identity (email, name, project details). The Agency may request additional information to prevent fraud or unauthorized requests.

## **30. LEGAL LANGUAGE, INTERPRETATION, AND TRANSLATION**

### **30.1 Official Language: English**

These Terms are written in English and English is the only legally binding version. Translations into French, German, Spanish, or other languages are for information purposes only.

### **30.2 Translation Precedence**

If any discrepancy exists between the English version and any translation:

- The English text ALWAYS prevails
- The translation is deemed incorrect or incomplete
- The English meaning is the legally binding interpretation

### **30.3 Translation Disclaimer**

Translations provided by the Agency are not certified and are not legally binding. Clients relying on translations do so at their own risk.

## **31. JURISDICTION, VENUE, AND DISPUTE RESOLUTION**

### **31.1 Exclusive Arbitration**

All disputes arising from these Terms or the relationship between the parties shall be resolved exclusively through confidential arbitration.

Arbitration is mandatory and binding.

Court proceedings are not permitted (with limited exceptions for injunctive relief).

### **31.2 Arbitration Rules and Venue**

- Arbitration provider: American Arbitration Association (AAA)
- Rules: AAA Commercial Arbitration Rules & Mediation Procedures

- Venue: Sheridan, Wyoming, USA
- Language: English only
- Single arbitrator: For disputes under USD 5,000
- Three arbitrators: For disputes over USD 5,000

### 31.3 Dispute Resolution Threshold

- Disputes under USD 500: Direct negotiation required first; if unresolved within 14 days, either party may pursue arbitration
- Disputes USD 500–USD 1,000: Simplified AAA procedures (lower costs, faster resolution)
- Disputes over USD 1,000: Standard AAA commercial arbitration

### 31.4 Arbitration Costs

- AAA filing fees: Borne by the initiating party (typically USD 200–USD 500)
- Arbitrator fees and administrative costs: Split equally between parties or awarded to prevailing party
- Attorney fees: Generally not recoverable unless provided by law or contract

If Client prevails, the Agency may be ordered to pay Client's reasonable attorney fees.

If Agency prevails, the Client pays the Agency's attorney fees.

### 31.5 Arbitration Award

The arbitrator's decision is:

- Final and binding on both parties
- Not subject to appeal (except in very limited circumstances under AAA rules)
- Enforceable in any court of competent jurisdiction

### 31.6 Limited Court Exception

Either party may seek injunctive relief in court before or during arbitration if:

- Immediate harm (e.g., data theft, unauthorized use of IP) requires urgent court intervention
- Court jurisdiction is Sheridan, Wyoming, USA

## 32. CLASS ACTION WAIVER

### 32.1 Individual Claims Only

Each party agrees to bring claims individually and waives the right to:

- Participate in any class action
- Participate in any collective or representative action
- Join claims with other clients or parties
- Pursue class-wide arbitration

### 32.2 No Class Arbitration

Arbitration must be conducted on an individual basis only.

The arbitrator may not consolidate claims of multiple parties or hear class-wide disputes.

### 32.3 Prohibition of Jury Trial

Each party waives any right to trial by jury.

Disputes are resolved by arbitration (arbitrator) or court trial (judge only) if needed.

## 33. TERMINATION RIGHTS AND PROCEDURES

### 33.1 Agency Right to Terminate

The Agency may terminate this agreement immediately without notice if:

- Client acts illegally or in violation of laws

- Client's conduct is abusive, harassing, or defamatory
- Client's business practice violates ethical standards
- Client is in material breach and does not cure within 7 days of written notice
- Client becomes insolvent or files bankruptcy

### 33.2 Client Right to Terminate

The Client may terminate this agreement with written notice if:

- The Agency materially breaches the agreement and does not cure within 14 days of written notice
- The Agency abandons the project without explanation for 21 consecutive days

### 33.3 Termination Does Not Eliminate Payment Obligations

Upon termination:

- All amounts due remain payable
- Work completed is non-refundable
- The Agency retains IP and credentials until full payment
- No refunds are issued except as specifically provided in these Terms

### 33.4 Post-Termination Obligations Survive

Termination does not void:

- Confidentiality obligations
- Non-solicitation and non-circumvention restrictions
- Indemnification obligations
- Liability limitations
- Payment obligations

## 34. SURVIVAL OF OBLIGATIONS

The following clauses survive termination or expiration indefinitely:

- Article 5 (Intellectual Property)
- Article 8 (Server Ownership and Credentials)
- Article 10 (Confidentiality and NDA)
- Article 18 (Non-Circumvention and Non-Solicitation)
- Article 21 (Limitation of Liability)
- Article 26 (Indemnification)
- Article 30 (Legal Language)
- Article 31 (Arbitration and Jurisdiction)
- Article 32 (Class Action Waiver)
- Article 34 (Survival)

These obligations continue indefinitely after project completion or contract termination.

## 35. LEGAL COMMUNICATIONS AND FORMAL NOTICE

### 35.1 Official Notice Address

All legal notices, complaints, claims, or official communications must be addressed to:

AD Marketing Agency LLC  
 Legal Department  
 30 N Gould St Ste R  
 Sheridan, Wyoming 82801  
 USA  
 legal@admarketing.cc

### 35.2 Electronic Notice

Electronic notices sent to legal@admarketing.cc are valid and effective upon sending if sent from:

- A verified company email address
- Stripe invoice notifications
- Formal legal service platforms

### 35.3 Notice via Registered Mail

Physical notices via registered mail are effective upon delivery confirmation.

### 35.4 Client Notice Requirements

Clients sending legal notices must:

- Use clear, professional language
- Specify the nature of the dispute or claim
- Include all relevant documentation
- Send to the official address above

Informal messages (Slack, casual emails, text) do NOT constitute legal notice.

## **36. CORPORATE RESPONSIBILITY AND LIABILITY SHIELD**

### 36.1 Limited Liability Entity

All contracts and services are provided by AD Marketing Agency LLC, a Wyoming Limited Liability Company.

### 36.2 Personal Liability Waiver

The Client explicitly waives any right to hold personally liable:

- Augustin Dallongeville (founder and president)
- Any employees or contractors of the Agency
- Any shareholders or members of the LLC
- Any partners or subcontractors

### 36.3 No Personal Lawsuits

The Client agrees:

- NOT to sue individuals personally
- NOT to name individuals in legal proceedings
- NOT to seek personal guarantees or personal performance bonds
- All claims are against the corporate entity only

### 36.4 Enforcement Against the Corporation

The Client's sole remedy is arbitration or legal action against AD Marketing Agency LLC, not individuals.

## **37. SEVERABILITY**

### 37.1 Partial Invalidity

If any provision of these Terms is found invalid, unenforceable, or void by a court or arbitrator:

- That provision is severed from the agreement
- The remaining provisions remain in full force and effect
- The parties' intent to be bound is preserved

### 37.2 Reformation

If a provision is found partially invalid, the parties authorize the court or arbitrator to reform the provision to make it enforceable while preserving the original intent.

Example: If a penalty clause is deemed excessive, the court may reduce it to a reasonable level rather than eliminate it entirely.

## **38. ENTIRE AGREEMENT AND VERSION CONTROL**

### **38.1 Complete Agreement**

These Terms constitute the entire agreement between the parties regarding the subject matter. All prior negotiations, discussions, proposals, and communications are superseded.

No handwritten amendments, verbal agreements, or email confirmations override these Terms except for written amendments signed by both parties or authorized representatives of both parties.

### **38.2 Version Control and Updates**

- The current version is dated March 1, 2025
- Updated versions are published on the Agency's official website
- Updates take effect upon publication unless otherwise specified
- Clients are responsible for reviewing current Terms before engaging services

### **38.3 Previous Versions**

All previous versions or ToS documents are null and void.  
Any references to older agreements are no longer valid.

## **39. GOVERNING LAW**

### **39.1 Exclusive Governing Law**

These Terms are governed exclusively by the laws of the State of Wyoming, USA, without regard to conflict-of-law principles or choice-of-law rules.

### **39.2 Priority of Wyoming Law**

If any term in these Terms conflicts with the laws of:

- The Client's jurisdiction
- The EU or GDPR regulations
- French, Canadian, or other foreign law

The Wyoming law interpretation prevails for purposes of this contract.

Exception: If a foreign law is mandatory (e.g., GDPR data subject rights), the mandatory provision applies alongside these Terms without voiding the rest of the agreement.

### **39.3 Interpretation by Wyoming Standards**

The agreement is interpreted as if made and performed in Wyoming, USA.  
Contract ambiguities are resolved using U.S. common law principles.

## **40. VALIDITY AND BINDING EFFECT**

### **40.1 Binding Upon Acceptance**

These Terms become binding and enforceable when:

- Client signs or electronically approves the quotation

- Client makes any payment via Stripe or bank transfer
- Client accesses credentials or begins using services
- Client places an order or requests services

#### 40.2 No Escape Clause

Clients cannot later claim they:

- "Did not read" or "did not understand" the Terms
- "Did not intend" to be bound
- "Were not aware" of specific provisions

Reading and understanding the Terms is a condition of engagement.

#### 40.3 Automatic Continued Acceptance

Continued use of deliverables, credentials, or services after the initial engagement indicates ongoing acceptance of these Terms.

If Client disagrees with any term, they must:

1. Stop using services immediately
2. Terminate the contract in writing
3. Cease all access to Agency systems

### **VALIDATION AND SIGNATURE**

*Issued by: AD MARKETING AGENCY LLC*

*Registered in: State of Wyoming, USA*

*Jurisdiction: Sheridan, Wyoming*

Signed by:

Augustin Dallongeville  
Founder & President  
AD Marketing Agency LLC

legal@admarketing.cc  
Sheridan, Wyoming, USA  
March 1, 2025

