

General Terms and Conditions

- Separate admin logins will be provided for customer users and service provider.
 - Any changes or suggestions by the customer are to be sent via email following internal authorization.
 - Any work or task given after the committed work hours will be considered a next-day task.
 - Any development work will need at least 3 -7 working days, depending on the development required.
 - Any ad, once placed, needs a duration period for optimization and starts showing results and valuable metrics.
 - We need at least 4 working days to check the ad copy is delivering the results before amendments.
 - The Service Provider will not be held responsible for keeping records of social media account logins in the instance of the account being created independently of the service provider.
 - The service provider will not be held responsible for any misuse of admin logins provided to the customer.
 - Any additional work outside of the current SLA will be detailed and agreed upon in writing and billed accordingly.
 - Confidential information shall be protected by both parties, and liability shall be limited as per the terms described in this agreement.
- *During both public and Islamic holidays, our dedicated team remains available to address any emergencies related to hosting issues ONLY.

Terms and Conditions Service Based

1. General

These Terms and Conditions ("Agreement") govern all services provided by Digital Motion Services Pty Ltd ("Digital Motion," "we," "our," "us") to the Client ("you," "your"). By engaging our services, you agree to these Terms and Conditions.

2. Services Provided



Digital Motion provides the following services:

- Search Engine Optimization (SEO): Targeting 10-15 keywords.
- Google AdWords (Pay-Per-Click Advertising): Managed ad campaigns.
- Social Media Engagement: Content posting, interaction, and audience growth.
- Graphic Work: Design for social media, advertisements, and other digital assets.

3. Service-Specific Terms

3.1 Search Engine Optimization (SEO)

- SEO results depend on multiple factors, including search engine algorithms, competition, and market trends.
- We do not guarantee first-page rankings or specific keyword rankings within a set timeframe.
- SEO is a continuous process; the Client agrees to allow at least 3-6 months for noticeable results.
- Refunds will not be provided due to perceived lack of results, as SEO outcomes cannot be guaranteed.

3.2 Google AdWords (Pay-Per-Click Advertising)

- Digital Motion will manage your advertising campaigns based on your specified budget and objectives.
- Ad Spend: You are responsible for paying the ad spend directly to Google or via Digital Motion as agreed.
- Digital Motion is not liable for the performance of ads beyond our management control, including but not limited to click fraud or algorithm changes.
- Refunds are not provided for ad spend, campaign performance dissatisfaction, or any



third-party platform issues.

3.3 Social Media Engagement

- Results, such as audience growth, engagement, or leads, are subject to platform algorithms and audience behavior.
- We do not guarantee a specific number of followers, engagement rates, or conversions.
- Refunds will not be issued for dissatisfaction with growth or engagement outcomes.

3.4 Graphic Work

- All graphic designs will be approved by the Client before final delivery.
- Requests for revisions must be made within 7 days of delivery. Additional revisions beyond the scope of the original brief will be billed separately.
- Refunds are not provided for completed work once approved by the Client.

4. Payment Terms

- All invoices are due upon receipt unless otherwise specified in a written agreement.
- Late payments may result in suspension of services.

5. Cancellation and Termination

- Either party may terminate the agreement with 30 days' written notice.
- In the event of termination, all outstanding fees, including ad spend, must be paid by the Client.



- Work completed prior to termination will be billed at the agreed rate and is non-refundable.

6. Liability

- Digital Motion is not liable for losses resulting from third-party services, including Google AdWords, social media platforms, or search engines.
- We are not responsible for indirect or consequential damages, including loss of business, revenue, or data.
- The Client agrees to indemnify Digital Motion against all claims arising from the use of our services.

7. Intellectual Property

- Ownership of deliverables, such as graphic designs, will transfer to the Client upon full payment.
- Proprietary tools, methods, or templates used by Digital Motion remain our intellectual property.

8. Confidentiality

Both parties agree to keep all confidential information shared during the term of this Agreement private and not disclose it to third parties without prior written consent.

9. Force Majeure

Digital Motion is not responsible for delays or failures in performance due to causes beyond our reasonable control, including but not limited to acts of God, changes in third-party policies, or technical issues.



10. Amendments

Digital Motion reserves the right to update these Terms and Conditions at any time. Clients will be notified of changes via email or through our website.

11. Governing Law

This Agreement is governed by the laws of South Africa, and any disputes shall be resolved within the jurisdiction of South African courts.

Terms and Conditions for Google Ads Management Services

1. *Service Description*

- Digital Motion PTY LTD (hereinafter referred to as "the Agency") provides Google Ads management services including but not limited to account setup, strategy development, keyword research, ad creation, monitoring, and optimization of ads campaigns.

2. *Client Commitment*

- The client agrees to provide the Agency with all necessary access to information and Google Ads accounts needed for campaign management and execution.

- The client commits to timely payments and acknowledges that failure to do so may result in a discontinuation of services.

3. *Payment Terms*

- Fees are charged on a monthly basis and are based on the scope of services provided.
- Payments are due on the day the invoice is issued.

- Unless otherwise agreed to in writing by the Parties, services by Digital Motion (PTY) LTD pursuant to this Agreement will not begin until the initial payment due from Client is received and processed by Digital Motion (PTY) LTD.



- Unless otherwise authorized in advance by Digital Motion (PTY) LTD, all payments by Client for Digital Motion (PTY) LTD services shall be made by the EFT, debit order, Payoneer, PayPal or Bitcoin.

4. *Service Modifications*

- The Agency reserves the right to modify, suspend, or discontinue the services provided with prior notice to the client.

5. *Client Approval*

- The client will provide approval on key aspects of the campaign including but not limited to keyword lists, ad copy, and budgets. Client's failure to respond timely will not delay campaign launches and modifications.

6. *Intellectual Property*

- All campaign assets (including ad creatives, keywords, and ad copy) created by the Agency remain the intellectual property of the Agency. The client may use these assets while they are clients but cannot transfer or use these on other platforms or services without explicit written consent from the Agency.

7. *Confidentiality*

- Both parties agree to keep all confidential information received from each other in strict confidence and will not disclose it to any third party without the prior written consent from the other party.

8. *Liability and Indemnity*

- The Agency is not liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from the use of the Google Ads services.

- The client agrees to indemnify and hold harmless the Agency from any claims, damages, liabilities, costs, and expenses arising from the client's negligence or breach of these terms.

