



## **Paid Ads & Social Media Management Terms and Conditions**

**1. Introduction** These Terms and Conditions ("Agreement") govern the paid advertising and social media management services ("Services") provided by ZOMA ("Company"). By engaging ZOMA for these Services, you ("Client") agree to comply with the terms outlined in this Agreement.

**2. Scope of Services** ZOMA will provide the Client with paid advertising and/or social media management services, which may include, but are not limited to, the following:

- Social media account setup and management (Facebook, Instagram, Twitter, LinkedIn, etc.).
- Paid advertising campaigns across platforms such as Google Ads, Facebook Ads, Instagram Ads, etc.
- Content creation, scheduling, and posting on agreed-upon social media platforms.
- Audience targeting, ad copy, and creative development.
- Performance tracking and reporting on advertising and social media campaigns.

### **3. Client Responsibilities**

- **Access and Permissions:** The Client must provide full access to relevant social media accounts, advertising platforms, and analytics tools required for ZOMA to manage campaigns effectively.
- **Content Approval:** The Client must provide timely approvals for content, creative assets, and ad campaigns to avoid delays in execution.
- **Brand Guidelines:** The Client will supply any existing branding guidelines, target audience information, or preferences necessary for effective content creation and ad targeting.

### **4. Payment Terms**

- **Service Fees:** The Client will be billed a service fee as outlined in the provided quotation or agreement. This may include a one-time setup fee and/or ongoing monthly management fees.
- **Advertising Budget:** The Client will pay directly for any ad spend on platforms like Google, Facebook, or Instagram. ZOMA will manage the budget as specified by the Client but does not cover the cost of ad spend within its service fees.
- **Deposit:** A non-refundable deposit of 50% of the agreed-upon management fee may be required upfront before services begin.
- **Payment Schedule:** The Client will be invoiced monthly for ongoing services, with payments due within 7 days of receipt.

- **Late Payments:** Any payments not made within 21 days may incur a late fee and ZOMA reserves the right to pause services until payments are up to date.

## 5. Campaign Management and Reporting

- **Campaign Optimization:** ZOMA will actively manage and optimize advertising and social media campaigns to achieve the Client's goals, including cost-efficiency and targeting improvements.
- **Reports:** The Client will receive regular performance reports detailing key metrics such as reach, engagement, click-through rates, and conversions.
- **Ad Performance:** While ZOMA will make all reasonable efforts to improve campaign performance, ZOMA cannot guarantee specific results such as a fixed return on investment (ROI), specific lead or sales numbers.

## 6. Content Creation and Intellectual Property

- **Ownership:** Any content (ads, images, videos, captions, etc.) created by ZOMA for the Client as part of social media management or advertising campaigns will become the Client's property upon full payment.
- **Licensed Materials:** The Client is responsible for securing necessary licenses for third-party materials (e.g., stock images, music), and the use of such materials must comply with the relevant licensing agreements.
- **Content Guidelines:** ZOMA will create content that aligns with the Client's branding, but the Client is ultimately responsible for reviewing and approving all content for accuracy and legal compliance.

## 7. Ad Spend and Platform Policies

- **Ad Spend:** The Client is responsible for funding the ad spend on platforms such as Google Ads, Facebook Ads, or Instagram Ads. ZOMA will work within the budget allocated by the Client but cannot exceed that budget without prior written approval.
- **Platform Compliance:** ZOMA will ensure that all advertising and content adheres to the guidelines and policies of each platform. However, ZOMA is not responsible for ads or accounts that are disapproved, suspended, or penalized by these platforms.

## 8. Cancellation and Termination

- **Client Cancellation:** The Client may cancel services at any time with 30 days' written notice. Any services rendered prior to cancellation must be paid in full.
- **ZOMA Cancellation:** ZOMA reserves the right to terminate this Agreement if the Client fails to provide necessary access, approvals, or payments within the agreed time frame.
- **Refund Policy:** No refunds will be given for services already rendered. Additionally, deposits are non-refundable.

**9. Confidentiality** Both ZOMA and the Client agree to keep all information shared during the course of this Agreement confidential, including proprietary data, business practices, and campaign performance results, unless required by law or explicitly agreed upon by both parties.

**10. Limitation of Liability** ZOMA will not be liable for any loss, damages, or costs incurred by the Client due to the failure of paid advertising or social media campaigns. The Client acknowledges that ZOMA does not guarantee any specific results, including revenue or follower growth. The Client agrees to indemnify ZOMA against any claims related to the content or performance of campaigns.

**11. Data and Analytics** ZOMA will use analytics tools to track and measure campaign performance. The Client agrees that ZOMA may collect, analyze, and report on data related to the campaigns for the purpose of improving performance and reporting back to the Client.

**12. Governing Law** This Agreement will be governed by and construed in accordance with the laws of the Irish State and Government.

**13. Amendments** ZOMA reserves the right to modify these Terms and Conditions at any time. Clients will be notified of significant changes that may impact ongoing services.