

Apex Digital SMMA

Terms of Service

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1. Service Scope and Deliverables

Apex Digital SMMA provides SaaS tools, website development, marketing automation, social media management, advertising campaigns, and related digital services.

We make reasonable efforts to communicate project scope, timelines, and deliverables; however, **NO FIXED DELIVERY TIMELINE OR GUARANTEED RESULTS** (including leads, ROI, conversions, engagement, or sales) **ARE PROMISED**.

The due date may be extended at our sole discretion. Delays caused by revisions, technical issues, third-party platforms, or client-provided materials **DO NOT ENTITLE YOU TO REFUNDS OR DAMAGES**.

Clients are responsible for timely provision of assets; delays caused by client inaction may extend project timelines.

Scope creep or additional services outside the original agreement may incur extra fees.

Clients acknowledge that marketing campaigns carry inherent risks, including platform algorithm changes, market fluctuations, seasonality, and consumer behavior.

2. Payments, Refunds, and Chargebacks

All fees are due as stated in invoices or subscription plans.

REFUNDS ARE AT THE SOLE DISCRETION OF APEX DIGITAL SMMA, except as required by law.

YOU AGREE NOT TO DISPUTE CHARGES THROUGH BANKS, PAYPAL, OR CREDIT CARD PROVIDERS. Doing so constitutes **BREACH OF CONTRACT**.

Clients are responsible for all advertising spend (Google, Meta, TikTok, LinkedIn, etc.). Apex Digital SMMA is not liable for campaign suspensions, rejections, or spend-related issues.

Late or failed payments incur:

- The full outstanding balance;
- Interest at the maximum rate permitted by law;
- All collection and legal costs.

Minimum contract periods may apply; early termination fees may be assessed as per agreement. Clients are responsible for changes in tax, VAT, or billing laws that may affect fees.

Pricing Changes: Subscription and monthly plan fees are subject to change at any time at the sole discretion of Apex Digital SMMA. Any changes will take effect upon the next billing cycle. Clients will be notified in advance of material pricing changes. Continued use of services after notice constitutes acceptance of the new pricing.

3. Client Obligations

You agree to provide accurate information and assets necessary for service delivery.

You are responsible for maintaining the confidentiality of your login credentials.

You are solely responsible for the legality, accuracy, and compliance of all content, campaigns, lists, and data you provide, including compliance with GDPR, CCPA, CASL, TCPA, CAN-SPAM, FTC, and other applicable laws.

Client approval of deliverables shifts full liability for content, ad compliance, and claims to the client. Clients must maintain proof of consent for automated SMS/email campaigns; Apex Digital SMMA is not liable for non-compliance.

If clients refuse or delay providing access or approvals, Apex Digital SMMA may pause work without liability.

4. Intellectual Property Ownership

All intellectual property created or provided by Apex Digital SMMA (including templates, automations, funnels, and proprietary tools) remains our sole property.

Clients are granted a **NON-TRANSFERABLE, NON-EXCLUSIVE, REVOCABLE LICENSE** for business use only.

Client-provided assets remain the property of the client. Clients indemnify Apex Digital SMMA for any copyright, trademark, or IP claims arising from client-provided content.

Clients acknowledge that misuse of deliverables or content after transfer is their responsibility.

5. Dashboard Access, Third-Party Tools & Integrations

Apex Digital SMMA staff may access client accounts, dashboards, and project data for support and service delivery.

We are not liable for outages, bugs, policy changes, or errors caused by third-party platforms, including GoHighLevel, Twilio, Stripe, Meta, Google, TikTok, LinkedIn, or other APIs.

All platform accounts, including ad accounts and social media profiles, remain client property.

Client-provided integrations, plugins, or APIs are used at client risk; Apex Digital SMMA is not responsible for their failure or incompatibility.

6. Limitation of Liability

Services are provided “as is” without warranties. Apex Digital SMMA shall not be liable for indirect, incidental, special, or consequential damages, including lost profits, revenue, leads, or business interruption.

Our total liability is limited to the amount paid by the client in the three months preceding the claim.

We are not responsible for ad spend losses, platform bans, inaccurate tracking, or third-party data breaches.

Liability exclusions apply to indirect, consequential, and opportunity losses beyond stated caps.

7. Indemnification

Clients agree to indemnify, defend, and hold harmless Apex Digital SMMA, staff, contractors, and affiliates from claims, damages, liabilities, or expenses arising from:

- Use of services
 - Client content, data, or leads
 - Campaigns, advertising, or marketing materials
 - Violation of laws or platform policies
 - Automated communications (SMS/Email) non-compliance
 - Client-requested campaign changes that violate laws or platform rules
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8. Termination

We may suspend or terminate access at any time with or without cause. Suspension may occur for non-payment, abuse, or compliance issues.

Clients may terminate with written notice, subject to minimum term commitments and non-refundable fees as per agreement.

All licenses cease upon termination; outstanding balances remain due.

9. Confidentiality & Non-Solicitation

Clients and Apex Digital SMMA agree to maintain confidentiality of proprietary and sensitive information.

Clients may not solicit or hire Apex Digital SMMA staff or contractors for the duration of engagement and for 12 months thereafter without written consent.

10. Governing Law & Dispute Resolution

These Terms are governed by Ontario, Canada law.

Disputes will first be addressed via good-faith negotiation, then mediation, and finally binding arbitration in Ontario, Canada. International clients agree to Ontario jurisdiction.

Class actions, collective actions, and jury trials are waived. Claims must be brought within six months of the event.

Loser pays legal and arbitration fees.

11. Force Majeure

We are not liable for delays or failures caused by events beyond our control, including natural disasters, technical outages, cyberattacks, labor disputes, platform policy changes, regulatory changes, or government actions.

12. Entire Agreement, Modifications, and Severability

These Terms constitute the full agreement. Any changes must be in writing. Previous agreements, verbal or written, are superseded.

If any provision is deemed invalid, the remainder remains enforceable. Certain obligations survive termination, including payment, confidentiality, and indemnification.