**Terms & Conditions**

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Effective Date: 8/25/2025

Entity: Ophir Prestige Digital LLC, d/b/a Ophir Prestige Digital Marketing Agency

("Ophir Prestige," "we," "our")

Governing Law: Minnesota, United States

Contact: support@ophirprestigedigital.com

1. Definitions

* Client: any individual or entity engaging our services.
* Services: marketing strategy, paid ads, funnel development, automation, consultation.
* Qualified Lead: (i) decision-maker in client’s industry, (ii) located in agreed geography, (iii) budget of$X+ or purchase intent within Y months, and (iv) reachable by phone/email with at least one successful contact attempt.
* Deliverables: client-specific ad creatives, copy, funnel pages created under contract.
* Background IP: templates, SOPs, frameworks, and tools developed by Ophir Prestige prior to oroutside client work.

1. Scope of Services

Defined in each Statement of Work (SOW). Changes must be agreed in writing.

1. Client Responsibilities

Client must provide timely access, accurate data, and compliance with laws. Client is responsible for truthfulness of advertising claims.

1. Fees & Payment

* Setup fees are non-refundable.
* Monthly fees invoiced per agreement; due net 10 days.
* Late fees: 1.5% per month on overdue balances.
* No/Late Payments might result in cancelation/termination of the provided services.
* Auto-debit authorization may be required.
* Client responsible for taxes, chargebacks, and third-party ad spend.

1. Refund Policy

Monthly service fees refundable only if, within 30 days after launch, Ophir Prestige fails to deliver the defined number of Qualified Leads per SOW.

Paid media budgets are non-refundable.

1. Term & Termination

* Initial Term: 90 days from launch.
* Auto-renews month-to-month thereafter.
* Either party may terminate with 30 days’ written notice after Initial Term.
* Suspension after 7 days’ non-payment; termination after 15 days’ delinquency.
* Immediate termination for fraud, unlawful content, or material breach.

7. Intellectual Property

* Client owns Deliverables upon full payment.
* Ophir Prestige retains Background IP.
* Client receives perpetual, non-exclusive license to use Background IP solely with Deliverables.
* Ophir Prestige may reuse anonymized, non-confidential know-how.

8. Confidentiality & Indemnity

* Both parties must keep proprietary info confidential.
* Client indemnifies Ophir Prestige for false claims, unlawful content, or regulatory violations.

1. Third-Party Platforms

We are not liable for disruptions, rejections, or bans by Meta, Google, or other platforms beyond best-efforts compliance.

1. Limitation of Liability

Our liability is capped at fees paid in the month of the claim. No liability for indirect, incidental, or consequential damages.

1. Dispute Resolution

* Binding arbitration in Minnesota.
* Venue: Hennepin County, MN.
* No class actions. Prevailing party entitled to attorneys’ fees.

1. Marketing Rights

We may use non-confidential results as case studies/portfolio, unless client opts out in writing.

1. Force Majeure

We are not liable for delays/failures due to events beyond reasonable control.

1. Changes to Terms

We may update these Terms; continued use constitutes acceptance.