

TERMS OF USE

SOCIAL MENEZ AGENCY LLC

Effective Date: December 30, 2025

These Terms of Use ("Terms") govern your access to and use of the website that links to these Terms (the "Site"), and any strategic marketing, paid media, and related services (collectively, the "Services") provided by SOCIAL MENEZ AGENCY LLC ("Company," "we," "us," or "our"). By accessing the Site, purchasing, subscribing to, or using the Services, you ("you" or "Client") agree to be bound by these Terms.

If you do not agree to these Terms, do not use the Site or the Services.

1. Eligibility and Authority

You represent that you are at least 18 years old and have the legal capacity to enter into a binding agreement.

If you are using the Site or Services on behalf of a company or other entity, you represent that you have authority to bind that entity to these Terms.

2. Scope of Services

We provide strategic marketing services, including paid advertising management (e.g., Meta Ads, Google Ads, and TikTok Ads) and digital marketing strategy (the "Included Services").

Certain services are not included in the base subscription and may be offered for an additional fee, including (without limitation) creative production (graphic design, video editing), landing page or website development, and consulting (the "Add-On Services").

The specific scope, deliverables, timelines, and pricing for your subscription or engagement will be described in a written proposal, order form, statement of work, invoice, or similar document issued by the Company (each, a "Service Order"). If there is a conflict between a Service Order and these Terms, the Service Order controls only for that specific engagement.

3. Subscription Term, Renewal, and Cancellation

Minimum Commitment. Service subscriptions have a minimum commitment of three (3) months (the "Initial Term"), unless otherwise stated in a Service Order.

Automatic Renewal. After the Initial Term, subscriptions renew automatically in successive three (3) month terms (each a "Renewal Term"), unless cancelled as described below.

Cancellation Notice. You may cancel by providing at least thirty (30) calendar days' written notice before the end of the then-current term. Cancellation will be processed through our offboarding process, including the orderly handoff of agreed assets.

Effect of Cancellation. Fees already paid are non-refundable (see Section 5). You remain responsible for all amounts due through the last day of the then-current term.

4. Client Responsibilities

Access and Cooperation. You agree to provide timely access to accounts, assets, information, and approvals reasonably necessary to perform the Services, including administrative access to applicable advertising platforms.

Accuracy of Information. You are responsible for the accuracy, legality, and completeness of materials and information you provide to us.

Compliance. You are responsible for ensuring your business, offers, landing pages, products, and communications comply with applicable laws and third-party platform policies. We do not provide legal advice.

Delays. We are not responsible for delays or performance issues caused by your acts or omissions, including delayed approvals, missing information, or restricted account access.

5. Fees, Payment, and No Refunds

Billing. Subscription fees are due in full at the start of each billing period and are charged immediately when due. Unless otherwise stated, invoices are payable upon receipt.

Ad Spend and Third-Party Costs. Service fees do not include advertising spend paid to platforms (e.g., Meta, Google, TikTok) or other third-party costs (software, stock assets, hosting, etc.), unless a Service Order expressly states otherwise. You are responsible for such costs.

Late Payments; Suspension. If payment is late, we may suspend or pause work and/or access to deliverables until all outstanding amounts are paid. We may charge the maximum late fee/interest permitted by law.

No Refunds. All fees are non-refundable and non-creditable, including for unused time, partial months, pauses, or early cancellation, except where required by applicable law.

6. Accounts, Platform Policies, and Restrictions

Client Accounts. By default, you will use your own advertising accounts and business assets. You are responsible for maintaining ownership and administrative control of your accounts.

Agency-Provided Account (Optional). If we provide an advertising account or related asset, it will be offered as an Add-On Service and may include additional terms and fees in a Service Order.

Platform Actions and Enforcement. Third-party platforms may reject ads, limit delivery, restrict accounts, or disable access for reasons beyond our control. We are not responsible for platform enforcement actions, outages, policy changes, or automated review outcomes.

You authorize us to create, modify, and manage campaigns, ads, and related settings consistent with the Service Order and your approvals.

7. No Guarantee of Results

Marketing and advertising outcomes depend on many factors outside our control (including offer quality, pricing, competition, seasonality, platform algorithms, website performance, and user behavior).

Accordingly, we do not guarantee any specific results, including but not limited to impressions, clicks, leads, conversion rates, cost per result, revenue, ROAS, or profitability.

8. Intellectual Property and Deliverables

Client Materials. You retain ownership of trademarks, logos, content, data, and other materials you provide ("Client Materials"). You grant us a limited license to use Client Materials solely to perform the Services.

Agency Deliverables. Subject to full payment of all amounts due, you will own the final deliverables specifically created for you under a Service Order ("Deliverables").

Agency Tools and Know-How. We retain ownership of our methodologies, templates, processes, checklists, tools, systems, and pre-existing materials ("Agency Materials"). To the extent Agency Materials are included in Deliverables, you receive a limited license to use them only as necessary to use the Deliverables.

Third-Party Materials. Deliverables may include third-party materials (including platform tools, software, fonts, or stock assets) that are subject to separate licenses. You agree to comply with those licenses.

9. Portfolio and Publicity

Unless you notify us in writing to the contrary, you grant the Company permission to reference your name and brand (including logo) and to display non-confidential examples of work produced for you as part of our portfolio, case studies, or marketing materials.

We will not disclose your confidential business information without your consent.

10. Confidentiality

Each party may receive non-public information from the other that is confidential or proprietary ("Confidential Information"). Each party agrees to use the other party's Confidential Information only to perform or receive the Services and to protect it with reasonable care.

Confidential Information does not include information that is publicly available through no breach, independently developed, or rightfully obtained from a third party without restriction.

11. Prohibited Uses

You agree not to use the Site or Services to: (a) violate any law or regulation; (b) infringe intellectual property or privacy rights; (c) transmit malware or attempt to disrupt the Site; (d) engage in deceptive, fraudulent, or unlawful advertising; or (e) interfere with or misuse any third-party platform.

We may suspend or terminate access to the Site or Services if we reasonably believe you have violated these Terms.

12. Disclaimers

THE SITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that the Site will be uninterrupted, secure, or error-free, or that defects will be corrected.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE SITE OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THE SITE OR SERVICES WILL NOT EXCEED THE TOTAL SERVICE FEES PAID BY YOU TO THE COMPANY IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its members, managers, employees, contractors, and agents from and against any claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your breach of these Terms; (b) your products, services, offers, content, or landing pages; (c) your violation of laws or third-party platform policies; or (d) your misuse of the Site or Services.

15. Termination

We may suspend or terminate your access to the Site or Services if you breach these Terms, fail to pay fees when due, or if continued performance would violate applicable law or platform policies.

Upon termination, Sections that by their nature should survive will survive, including (without limitation) Sections 5, 7, 8, 9, 10, 12, 13, 14, and 16.

16. Governing Law and Venue

These Terms are governed by the laws of the State of Wyoming, without regard to conflict of law rules. To the extent federal law applies, federal law governs.

Any dispute arising out of or relating to these Terms, the Site, or the Services will be brought exclusively in the state or federal courts located in Wyoming, and you consent to personal jurisdiction and venue in such courts.

17. Changes to These Terms

We may update these Terms from time to time. When we do, we will revise the Effective Date above. Your continued use of the Site or Services after changes become effective constitutes your acceptance of the updated Terms.

18. Contact

Questions about these Terms may be directed to:

SOCIAL MENEZ AGENCY LLC

Email: info@traffickersagency.com

Mailing Address: 948 RIDGE GATE DR LEWISVILLE, NC 27023 USA