



ADHIVE AGENCY · CONTRACT

# Terms & conditions.

Master Marketing Services Terms — v1.0 · May 28, 2026

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OWNER	adHive Agency
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PUBLICATION AND INCORPORATION NOTE THESE TERMS ARE DRAFTED FOR WEBSITE PUBLICATION AND FOR INCORPORATION BY REFERENCE INTO A SIGNED AGREEMENT, ORDER FORM, STATEMENT OF WORK, PROPOSAL, INSERTION ORDER, ESTIMATE, OR OTHER WRITTEN AUTHORIZATION. REPLACE BRACKETED PLACEHOLDERS, ADD THE FINAL WEBSITE URL, AND HAVE COUNSEL CONFIRM GOVERNING LAW BEFORE POSTING OR USE.

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## 1 Purpose, Posting, and Incorporation

These Master Marketing Services Terms and Conditions (the "Terms") apply to services provided by AdHive Agency ("AdHive," "Agency," "we," "our," or "us") to a client ("Client," "you," or "your") under any signed agreement, statement of work, insertion order, proposal, order form, estimate, email approval, platform authorization, or other written authorization that references, incorporates, or is governed by these Terms.

The parties intend these Terms to be posted at [<https://www.adhiveagency.com/terms>] or another URL designated by AdHive. The signed client agreement should identify the applicable version date of these Terms. By signing an agreement that incorporates these Terms, approving work, paying an invoice, or continuing to receive services after notice of these Terms, Client accepts these Terms to the fullest extent permitted by law.

These Terms are written to cover full-service marketing agency engagements, including strategy, media buying, search, social, email, content, creative, web, analytics, public relations, offline media, and related services. Specific services are provided only if listed in the applicable agreement or statement of work.

## 2 Definitions

- ◆ **Agreement.** The signed master services agreement, marketing services agreement, order form, insertion order, proposal, statement of work, estimate, or other written authorization between the parties.
- ◆ **Client Materials.** All content, claims, copy, brand assets, product information, legal terms, customer data, audience lists, login credentials, data feeds, images, videos, trademarks, and other materials supplied or approved by Client.
- ◆ **Deliverables.** Work product specifically identified as deliverable to Client in an Agreement, including approved copy, designs, creative files, reports, plans, landing pages, campaigns, configurations, or other outputs.
- ◆ **Media Spend.** Amounts paid or payable to advertising platforms, publishers, networks, printers, mail houses, list providers, data providers, influencers, creators, production vendors, or other third parties for placements, distribution, printing, postage, production, or inventory.
- ◆ **Services.** The marketing, advertising, media, creative, consulting, technical, management, and related services described in an Agreement.
- ◆ **Third-Party Platforms.** Advertising networks, search engines, social networks, email service providers, CRM systems, analytics platforms, hosting providers, ecommerce platforms, marketplaces, app stores, payment processors, publishers, data providers, software, APIs, AI tools, or other third-party systems.

## 3 Order of Precedence

If there is a conflict among documents, the following order controls unless a signed Agreement expressly states a different order: (1) a signed amendment or change order; (2) a signed master

services agreement or marketing services agreement; (3) the applicable statement of work, insertion order, or order form; (4) any data processing agreement, business associate agreement, or platform-specific addendum signed by both parties; (5) these Terms; and (6) proposals, presentations, emails, or other non-signed materials.

Any special term, service level, ownership rule, exclusivity commitment, guaranteed deliverable, or pricing exception is effective only if stated in a signed Agreement or written change order.

## 4 Engagement Structure

AdHive may provide Services under one or more SOWs, order forms, insertion orders, campaign briefs, project estimates, or other written authorizations. Each SOW should identify the Services, deliverables, fees, estimated timing, assumptions, Client responsibilities, and any media or third-party budget.

An SOW may be accepted by signature, email approval, platform approval, payment of an invoice, kickoff authorization, or another commercially reasonable written authorization. AdHive is not required to begin work until required deposits, retainers, access, approvals, and Client Materials are received.

## 5 Services Generally

AdHive will perform the Services in a professional and commercially reasonable manner consistent with the scope, budget, timing, dependencies, and information provided by Client. AdHive may determine staffing, methods, tools, sequencing, and workflows unless the Agreement requires otherwise.

Services may include advisory, management, implementation, creative, technical, production, media, reporting, and optimization activities. Services do not include legal, tax, accounting, investment, medical, clinical, financial, regulatory, or other professional advice unless expressly stated and lawfully permitted.

AdHive may use employees, contractors, subcontractors, affiliates, vendors, and offshore or nearshore resources to perform Services, provided AdHive remains responsible for Services performed under its direction, except for third-party platform or vendor failures outside AdHive's reasonable control.

## 6 No Performance Guarantee; Marketing Risks

Client understands that marketing outcomes depend on many factors outside AdHive's control, including Client's offer, pricing, sales process, fulfillment, reputation, competition, customer demand, platform algorithms, auction dynamics, seasonality, macroeconomic conditions, tracking limitations, data quality, product-market fit, website performance, and changes in law or platform policy.

Unless a signed Agreement expressly says otherwise, AdHive does not guarantee rankings, traffic, leads, sales, revenue, return on ad spend, cost per acquisition, deliverability, conversions, placements, press coverage, engagement, follower growth, impressions, clicks, brand lift, profitability, or any other business outcome.

Forecasts, projections, audits, recommendations, models, benchmarks, and performance estimates are planning tools only and are not promises. Client remains responsible for business decisions made based on marketing information.

## 7 Client Responsibilities

Client will cooperate in good faith and provide timely information, approvals, access, content, data, subject-matter expertise, legal review, product support, sales follow-up, and other assistance reasonably required for AdHive to perform the Services.

- ◆ Client is responsible for the accuracy, legality, completeness, and substantiation of Client Materials and all claims about Client, its products, services, prices, offers, guarantees, testimonials, certifications, licenses, ingredients, features, availability, results, or competitors.
- ◆ Client will maintain all licenses, registrations, insurance, consents, privacy notices, terms of use, policies, and operational capacity required to market, sell, fulfill, and support its products or services.
- ◆ Client will promptly notify AdHive of legal, regulatory, platform, product, inventory, fulfillment, reputation, customer-service, or business issues that may affect marketing.
- ◆ Client will not provide unlawful, infringing, misleading, defamatory, obscene, discriminatory, unsafe, malicious, or unauthorized materials or instructions.

## 8 Client Materials, Access, and Approvals

Client grants AdHive a non-exclusive, worldwide, royalty-free right to use, reproduce, modify, publish, distribute, display, perform, transmit, and create derivative works from Client Materials solely to perform the Services and administer the relationship.

Client will provide secure and timely access to required accounts, platforms, websites, repositories, domains, DNS, analytics, tag managers, CRMs, ecommerce systems, social channels, ad accounts, business managers, creative libraries, and other systems. Delays in access may delay performance and do not excuse payment obligations.

Client approvals may be provided by email, project management system, signature, platform approval, meeting confirmation, written comment, or other written method. If Client does not respond within the review period stated in the Agreement, or if no period is stated within five business days after submission, the submitted item may be deemed approved for scheduling and production purposes.

## 9 Accounts, Credentials, and Administrative Access

Where possible, advertising, analytics, social, search, email, CRM, hosting, domain, and other business-critical accounts should be created in Client's legal name and controlled by Client, with AdHive granted appropriate manager, partner, or admin access.

If AdHive creates or uses an account under an AdHive master, manager, reseller, or agency account, the Agreement should specify whether Client will receive transfer rights after full payment. Platform rules may prohibit transfer or limit access. AdHive is not responsible for loss of historical data or access caused by platform limitations, Client actions, suspension, termination, or unpaid balances.

Client is responsible for credential security, account recovery information, multi-factor authentication approvals, authorized users, and removing AdHive access after termination. AdHive may retain copies of configurations, reports, and work records for business, legal, security, and quality-control purposes.

## 10 Fees, Retainers, Minimums, and Invoicing

Client will pay all fees stated in the Agreement, including retainers, project fees, management fees, consulting fees, creative fees, production fees, setup fees, platform administration fees, reporting fees, media management fees, rush fees, and other charges.

Unless the Agreement states otherwise, invoices are due upon receipt and are late if unpaid after fifteen days. Retainers reserve capacity and may not be refundable once work has begun or capacity has been held. Unused hours, credits, or budget do not roll over unless stated in the Agreement.

AdHive may require advance payment, deposits, replenishable retainers, prepaid media funds, credit card authorization, ACH authorization, or payment security before beginning or continuing work.

## 1.1 Media Spend, Vendor Costs, and Pass-Through Expenses

Media Spend, printing, postage, list rental, production, software, subscriptions, licenses, stock assets, influencer fees, creator fees, talent fees, event costs, travel, shipping, research panels, and other third-party costs are separate from AdHive's service fees unless the Agreement clearly states they are included.

Client authorizes AdHive to incur approved Media Spend and vendor costs within the approved budget, including reasonable reallocations among channels, placements, geographies, audiences, keywords, days, formats, bids, and tactics to manage campaigns. Media Spend may be billed before, during, or after the campaign depending on platform and vendor requirements.

Unless prohibited by law or a signed Agreement, AdHive may receive agency commissions, markups, referral fees, volume discounts, rebates, credits, incentives, free media, value-added placements, or other consideration from platforms, publishers, vendors, or suppliers. Any required pass-through or disclosure will be handled as stated in the Agreement or required by law.

## 1.2 Taxes, Currency, Late Payments, and Suspension

Fees are exclusive of taxes, duties, levies, surcharges, withholding, payment-processing fees, currency-conversion costs, and similar charges, all of which are Client's responsibility except taxes based on AdHive's net income.

Late amounts may accrue interest at the lesser of 1.5 percent per month or the maximum rate allowed by law. Client will reimburse reasonable collection costs, attorneys' fees, chargeback fees, and expenses incurred to collect unpaid amounts.

AdHive may suspend Services, pause campaigns, withhold Deliverables, revoke access, stop incurring costs, or require prepayment if Client fails to pay on time, exceeds credit limits, fails to replenish budgets, disputes charges without reasonable basis, or otherwise creates payment risk. Suspension does not waive payment obligations.

## 1.3 Change Orders and Out-of-Scope Work

Work outside the scope, assumptions, revision limits, timing, deliverables, or budget in the Agreement requires a change order or written approval. Out-of-scope work may include additional revisions, new concepts, new channels, urgent requests, legal/regulatory remediation, platform appeals, data cleanup, tracking rebuilds, website repairs, meetings beyond the agreed cadence, or work caused by Client delay or changed direction.

AdHive may charge out-of-scope work at its then-current rates or quoted project fees. Timeline and launch dates may shift when scope changes, approvals are delayed, dependencies are missing, or additional work is requested.

## 1.4 Third-Party Platforms, Vendors, and Terms

Client and AdHive must comply with applicable Third-Party Platform terms, policies, technical requirements, review processes, payment rules, and data restrictions. Third-Party Platforms may reject, delay, suspend, remove, limit, throttle, demonetize, or modify campaigns, accounts, tracking, audiences, data, content, or features at any time.

AdHive is not liable for Third-Party Platform or vendor outages, disapprovals, bans, policy changes, inventory changes, billing errors, measurement changes, fraud, invalid traffic, account limitations, data loss, security incidents, AI outputs, or failures outside AdHive's reasonable control. AdHive will provide reasonable support to troubleshoot issues within the agreed scope.

## 1.5 Compliance With Advertising Laws

Client is the advertiser of record for Client products and services and is primarily responsible for legal compliance of all advertising claims, offers, disclosures, consents, data uses, endorsements,

promotions, contests, pricing, comparisons, terms, and fulfillment. AdHive may recommend marketing practices, but Client must obtain legal review for compliance-sensitive matters.

Client will comply with all applicable federal, state, local, and international laws, regulations, rules, industry standards, platform policies, self-regulatory principles, and settlement obligations, including truth-in-advertising, unfair or deceptive acts and practices, privacy, consumer protection, intellectual property, publicity rights, accessibility, anti-discrimination, CAN-SPAM, TCPA, Do Not Call, contest and sweepstakes, review, endorsement, environmental claim, health claim, financial-services, alcohol, tobacco, cannabis, political, healthcare, pharmaceutical, children's advertising, and other sector-specific requirements.

AdHive may reject, pause, modify, or remove any work it reasonably believes may be unlawful, deceptive, unsupported, infringing, unsafe, discriminatory, platform-prohibited, reputationally harmful, or outside AdHive's risk tolerance.

## 1.6 Claim Substantiation and Regulated Industries

Client must possess adequate substantiation before any objective claim is made. Claims may include product performance, savings, earnings, health, safety, environmental, origin, certification, superiority, reviews, testimonials, guarantees, scarcity, pricing, availability, or comparative statements.

For regulated or high-risk industries, Client will provide written guidance, required disclaimers, approved language, substantiation files, internal review procedures, and named legal or compliance contacts. AdHive may rely on Client approvals and is not responsible for determining whether Client's substantiation is legally sufficient.

For law firms, attorneys, and legal-services clients, Client is solely responsible for attorney advertising compliance, State Bar rules, professional responsibility rules, solicitation restrictions, required disclaimers, testimonial and case-result rules, confidentiality and privilege obligations, unauthorized-practice-of-law concerns, jurisdictional limits, and the accuracy of legal content. AdHive does not provide legal advice, does not determine whether legal advertising is permissible, and may rely on Client approval as confirmation that materials are legally and ethically approved for publication.

Client will not ask AdHive to make deceptive, unsupported, unlawful, or platform-prohibited claims. If Client provides approved claim language, AdHive may use that language without independently verifying the underlying support.

## 1.7 Email Marketing and CAN-SPAM

For email marketing, Client is responsible for lawful list acquisition, consent where required, accurate sender information, non-deceptive subject lines, required postal address, required disclosures, unsubscribe mechanisms, suppression lists, honoring opt-outs, preference centers, and compliance with CAN-SPAM and other applicable email laws.

Client will not provide purchased, rented, scraped, harvested, co-registered, or third-party lists unless Client has confirmed that the list may lawfully be used for the intended campaign and platform. Client will promptly provide suppression lists, unsubscribe records, consent records, and complaint data if requested.

AdHive may decline to send or manage email campaigns if list quality, consent, deliverability, platform compliance, or legal risk is unacceptable. AdHive is not responsible for inbox placement, spam filtering, blocklisting, deliverability changes, provider throttling, or platform enforcement outside its reasonable control.

## 1.8 SMS, MMS, Calls, Telemarketing, and DNC

For text messaging, MMS, ringless voicemail, outbound calls, prerecorded calls, AI-assisted calls, autodialed calls, telemarketing, lead follow-up, or similar communications, Client is responsible for obtaining and documenting all required consents, providing required disclosures, maintaining opt-

out mechanisms, honoring revocations, scrubbing against applicable Do Not Call lists, and complying with TCPA, Telemarketing Sales Rule, state mini-TCPA laws, carrier rules, and platform requirements.

Client will not instruct AdHive to send or facilitate marketing texts or calls without appropriate prior consent and suppression controls. Client will maintain records identifying the seller, consent language, phone number, timestamp, source, IP address or equivalent proof, and opt-out history where applicable.

AdHive may require written compliance approval before supporting SMS, call, telemarketing, lead generation, or similar programs and may pause such programs if consent or suppression records are incomplete.

## 19 Influencer, Creator, Affiliate, Review, and Endorsement Programs

Client is responsible for ensuring that endorsements, testimonials, reviews, ratings, influencer content, affiliate content, employee advocacy, creator content, user-generated content, and referral programs comply with applicable law, including clear and conspicuous disclosure of material connections and truthful representation of typical consumer experience where required.

Client will not purchase fake reviews, fake followers, fake likes, undisclosed endorsements, fabricated testimonials, deceptive review gating, or misleading social proof. Client will provide required product claims, disclosure language, usage instructions, and prohibited statements to influencers, affiliates, employees, reviewers, and creators.

AdHive may assist with program structure, contracts, briefs, tracking links, and content review, but Client remains responsible for advertiser obligations, product fulfillment, disclosures, and monitoring unless the Agreement assigns specific monitoring obligations to AdHive.

## 20 Privacy, Cookies, Tracking, and Data Rights

Client is responsible for maintaining accurate privacy notices, cookie notices, consent banners, preference controls, terms of use, data-processing notices, and other disclosures required for websites, apps, ads, analytics, remarketing, lead generation, email, SMS, CRM, customer-data platforms, and data sharing.

Client will ensure that tracking pixels, tags, SDKs, cookies, server-side events, offline conversions, customer match, lookalike audiences, clean rooms, data feeds, data enrichment, call tracking, session replay, heatmaps, and analytics tools are used lawfully and consistently with Client's notices, consents, contracts, and platform terms.

Client will not provide sensitive personal information, health information, children's data, financial account data, precise geolocation, biometric data, protected class data, or other restricted data unless the Agreement expressly authorizes such data, required safeguards are in place, and Client has obtained all required rights, consents, and approvals.

## 21 Customer Data, CRM, Lead Handling, and Security

Client owns Customer Data supplied by Client or generated through Client's campaigns, subject to Third-Party Platform rights and restrictions. AdHive may process Customer Data only to perform Services, administer the relationship, comply with law, protect rights, improve internal operations in aggregated or de-identified form, and as otherwise permitted by the Agreement.

Client is responsible for sales follow-up, lead qualification, customer communications, fulfillment, refund handling, account management, and customer service unless the Agreement expressly assigns those duties to AdHive.

AdHive will use commercially reasonable administrative, technical, and physical safeguards appropriate to the nature of the Services. Client remains responsible for its own systems, users, credentials, permissions, backups, incident response, and legal obligations regarding Customer Data.

## 2.2 Paid Search, SEA, PPC, Shopping, and Retail Media

Paid search and search engine advertising may include Google Ads, Microsoft Ads, shopping ads, Performance Max or equivalent campaign types, local services ads, retail media, marketplace ads, product feeds, landing-page recommendations, keyword research, bidding, budget pacing, ad copy, extensions, audiences, conversion tracking, and optimization.

Client is responsible for offer accuracy, pricing, inventory, landing pages, destination URLs, product feeds, merchant center compliance, trademark permissions, regulated product approvals, and prompt notice of product or policy changes. AdHive does not guarantee ad approval, impression share, quality score, cost per click, rank, conversions, ROAS, or absence of invalid clicks.

Client authorizes AdHive to make reasonable campaign adjustments, including bids, budgets, keywords, match types, negatives, audiences, placements, assets, tests, and structure, within approved scope and budget.

## 2.3 Search Engine Optimization, GEO, Local SEO, and Link Building

SEO Services may include technical audits, keyword research, on-page recommendations, content plans, metadata, internal linking, local SEO, Google Business Profile recommendations, local citation work, schema, information architecture, content optimization, backlink review, GEO / AI search readiness, search console review, Core Web Vitals recommendations, and performance reporting.

Client understands that search engines control crawling, indexing, ranking, snippets, local packs, penalties, algorithm changes, and display features. AdHive does not guarantee rankings, traffic, indexing, speed scores, featured snippets, local-pack placement, backlink acquisition, domain authority, or recovery from penalties.

GEO / Generative Engine Optimization and AI search visibility Services may include content structure recommendations, entity clarity, brand and topical authority signals, schema opportunities, answer-ready summaries, FAQ or source-friendly formatting, and monitoring of visible references in Google AI Overviews, ChatGPT, Gemini, Perplexity, or similar systems where tools and access allow. AdHive does not guarantee AI answer inclusion, citations, summaries, rankings, or visibility in any generative or AI-assisted search system.

Manual link building and authority development Services may include commercially reasonable manual outreach, citation opportunities, directory submissions, partner link opportunities, unlinked brand mention outreach, digital PR coordination, and contextual backlink acquisition initiatives if included in the applicable SOW. Third-party publishers, directories, platforms, and search engines control acceptance, publication, anchors, dofollow/nofollow status, indexing, removal, and algorithmic treatment, and AdHive does not guarantee link permanence or search impact.

Local SEO and Map Pack Services may include Google Business Profile optimization, local listing and NAP consistency work, service-area and location-page recommendations, category and service recommendations, review strategy consulting, local content recommendations, and local competitor review if included in the applicable SOW. AdHive does not guarantee Map Pack placement, local rankings, review volume, profile actions, calls, directions, or platform edits.

Client is responsible for website access, developer implementation if not included, hosting performance, CMS limitations, product information, subject-matter accuracy, local listing verification, and approval of content and technical changes.

## 2.4 Paid Social and Organic Social Media

Social media Services may include strategy, account setup, content calendars, posts, stories, reels, short-form video, community guidance, paid social campaigns, audience targeting, creative testing, moderation playbooks, social listening, reporting, and platform optimization.

Client is responsible for brand voice, approval of content, compliance of claims, permissions for images and talent, employee and influencer disclosures, contest rules, customer-service escalation,

and crisis decisions. AdHive is not responsible for platform outages, algorithm changes, account restrictions, impersonation, comments, harassment, user behavior, moderation delays, or follower actions outside its reasonable control.

Unless expressly included, social Services do not include 24/7 monitoring, crisis communications, customer support, legal review, influencer contracting, photography, video production, paid usage rights, or community moderation beyond the agreed cadence.

## 2.5 Display, Programmatic, Native, Video, Audio, CTV, and OTT

Media Services may include planning, audience strategy, publisher outreach, inventory selection, creative trafficking, tag implementation, frequency controls, brand-safety settings, viewability considerations, conversion tracking, pacing, and reporting across display, programmatic, native, video, audio, podcast, CTV, OTT, and similar channels.

Client acknowledges that inventory quality, viewability, fraud filtering, brand suitability, household targeting, frequency, attribution, device graphs, and reporting methodologies vary by platform and vendor. AdHive is not responsible for impressions, viewability, completion rates, conversions, invalid traffic, makegoods, or brand-safety incidents beyond its reasonable control.

## 2.6 Website, Landing Page, CRO, UX, and Development

Website and landing-page Services may include strategy, wireframes, UX, UI, copy, design, development, CMS configuration, forms, tracking, A/B testing, CRO recommendations, accessibility recommendations, speed recommendations, hosting coordination, and launch support.

Unless the Agreement says otherwise, Services do not include custom software development, enterprise hosting, accessibility certification, security testing, penetration testing, legal compliance review, copy translation, ADA remediation, payment processing, warranty maintenance, third-party plugin subscriptions, or long-term support.

Client is responsible for domain ownership, hosting accounts, DNS approvals, third-party licenses, product data, legal pages, privacy notices, terms, refund policies, accessibility decisions, security obligations, backups, and final acceptance. Website launch may be delayed by missing content, access, testing, approvals, integrations, or third-party issues.

## 2.7 Marketing Automation, Email Platforms, and CRM Integrations

Automation and CRM Services may include workflow strategy, segmentation, lifecycle mapping, campaign setup, lead scoring, forms, landing pages, CRM fields, pipeline stages, handoff rules, dashboards, nurture sequences, integrations, and documentation.

Client is responsible for data accuracy, consent status, system permissions, subscription status, suppression logic, sales-process design, CRM governance, and end-user training unless expressly included. AdHive is not responsible for platform bugs, API changes, sync errors, duplicate records, historical data quality, or downstream sales execution outside its scope.

## 2.8 Content, Creative, Design, Brand, Production, and Copywriting

Creative Services may include copywriting, brand messaging, naming support, visual identity, design systems, ad creative, print collateral, landing-page copy, scripts, storyboards, photography direction, video direction, editing, motion graphics, presentations, pitch decks, sales collateral, and production coordination.

Client is responsible for final factual, legal, technical, and brand approval of all creative. Unless expressly included, Deliverables do not include raw files, unused concepts, source files, editable design files, fonts, stock licenses, talent releases, music licenses, print-ready production management, or unlimited revisions.

Color, rendering, print output, cropping, compression, and display may vary by device, browser, platform, printer, paper, ink, vendor, and production process. AdHive is not responsible for variations outside its reasonable control.

## 2.9 Public Relations, Earned Media, Reputation, and Reviews

PR and reputation Services may include messaging, media lists, pitches, press releases, media monitoring, review response guidance, review-generation strategy, award submissions, bylines, speaking opportunities, crisis planning, and stakeholder communications.

AdHive does not guarantee media coverage, journalist response, publication timing, sentiment, review removal, rating improvement, platform action, award selection, backlink value, or search impact. Editorial decisions remain with publishers and platforms.

Client is responsible for truthful statements, spokesperson availability, legal review, claim substantiation, customer permissions, review policies, defamation risk, confidentiality, and timely responses to media or public issues.

## 3.0 Traditional and Offline Media

Offline Services may include print advertising, direct mail, catalogs, brochures, out-of-home, transit, radio, television, sponsorships, events, trade shows, signage, packaging coordination, field marketing, promotional products, and local market activations.

Client is responsible for offer terms, mailing-list rights, postal compliance, address quality, production approvals, permit requirements, venue rules, insurance, talent releases, product samples, inventory, safety, sweepstakes or contest rules, and on-site operations unless expressly included.

AdHive is not responsible for postal delays, print defects caused by vendor constraints, color variation, venue restrictions, broadcaster or publisher decisions, weather, event attendance, shipping delays, inventory shortages, or vendor failures outside its reasonable control.

## 3.1 Data, Analytics, Reporting, Attribution, and Forecasts

Analytics Services may include measurement planning, event tracking, dashboards, reports, tag management, offline conversion imports, UTM governance, attribution analysis, audience insights, testing frameworks, and business intelligence support.

Client understands that analytics and advertising data may be sampled, modeled, delayed, duplicated, missing, blocked, estimated, privacy-limited, platform-defined, or inconsistent across systems. Attribution is directional and methodology-dependent. AdHive is not responsible for decisions based on incomplete or conflicting data where limitations are disclosed or reasonably inherent.

Unless expressly included, reporting does not include forensic audits, financial audits, custom data warehousing, real-time dashboards, guaranteed reconciliation among all systems, or certification of data accuracy.

## 3.2 AI, Automation, and Technology-Assisted Work

AdHive may use AI-assisted, automation, analytics, optimization, drafting, research, design, coding, translation, transcription, personalization, and quality-control tools to perform Services, unless Client prohibits a specific use in writing and AdHive accepts that restriction.

AI-assisted outputs may require human review and may be inaccurate, incomplete, generic, biased, infringing, or unsuitable without editing. Client remains responsible for final approval, factual accuracy, claim substantiation, rights clearance, privacy compliance, and legal review of approved materials.

AdHive retains rights in its prompts, workflows, internal tools, models, templates, processes, know-how, and automation methods, except for Client-owned inputs and Client-owned Deliverables expressly transferred under these Terms.

### 3.3 Deliverables, Acceptance, Revisions, and Deemed Approval

Deliverables are accepted when Client approves them, uses them, publishes them, pays the related invoice without timely written objection, or fails to provide specific written objections within the review period in the Agreement. If no review period is stated, the review period is five business days.

Revision rounds are limited to those stated in the Agreement. Revisions must be consistent with the approved brief, scope, brand direction, and prior approvals. New concepts, changed strategy, new formats, new audiences, major rewrites, additional stakeholders, or revisions after approval may be charged as out-of-scope work.

AdHive may rely on Client approval as authorization to publish, launch, submit, print, distribute, or traffic the approved item.

### 3.4 Intellectual Property Ownership

Client retains ownership of Client Materials. Subject to full payment of all amounts due and subject to AdHive Background IP and third-party rights, AdHive assigns to Client the final Deliverables expressly identified for ownership transfer in the Agreement.

Unless the Agreement says otherwise, transfer does not include raw files, unused concepts, drafts, rejected ideas, research notes, internal documents, strategy frameworks, source files, editable files, templates, code libraries, tools, plug-ins, scripts, prompts, methods, know-how, or other AdHive Background IP.

AdHive may withhold assignment, file transfer, account transfer, source access, or final Deliverables until Client pays all amounts owed.

### 3.5 AdHive Background IP, Tools, Templates, and Know-How

AdHive retains all rights in pre-existing materials, methodologies, processes, know-how, training materials, templates, models, systems, prompts, automation, code libraries, design systems, strategy frameworks, checklists, reporting formats, dashboards, media-buying methods, optimization logic, and other intellectual property developed outside or independent of the Agreement.

To the extent AdHive Background IP is embedded in a paid Deliverable, AdHive grants Client a non-exclusive, perpetual, worldwide license to use that embedded portion as reasonably necessary to use the Deliverable for Client's internal business and marketing purposes, subject to payment and third-party restrictions.

### 3.6 Third-Party Materials, Stock, Fonts, and Licenses

Deliverables may include third-party materials such as stock images, video, music, fonts, plug-ins, software, templates, APIs, code, data, research, influencer content, user-generated content, or vendor work. Third-party materials are subject to their own licenses and may not be owned by Client.

Client is responsible for license fees and restrictions unless the Agreement says otherwise. Client may need separate licenses for extended use, paid media, broadcast, print runs, packaging, resale, geographic expansion, exclusivity, source files, editable files, or use beyond the original campaign.

AdHive is not responsible for Client's use of third-party materials outside the license scope or after termination.

### 3.7 Confidentiality

Each party may receive non-public business, technical, financial, marketing, customer, product, pricing, strategic, security, or other confidential information from the other party. The receiving party will use confidential information only to perform or receive Services, protect it with reasonable care, and disclose it only to personnel, contractors, advisors, vendors, and platforms with a need to know and appropriate obligations.

Confidentiality obligations do not apply to information that is publicly available without breach, already known without restriction, independently developed without use of confidential information, rightfully received from a third party, approved for disclosure, or required to be disclosed by law or legal process.

### 3.8 Publicity, Portfolio Use, and Case Studies

Unless Client opts out in writing, AdHive may identify Client as a client and use Client's name, logo, public campaign materials, public results, and non-confidential descriptions of Services in proposals, credentials, portfolios, websites, social media, award submissions, and case studies.

AdHive will not publish confidential performance metrics or non-public Client information in a public case study without Client approval. Client may not use AdHive's name, logo, or work in a misleading way or imply endorsement beyond the relationship.

### 3.9 Warranties and Disclaimers

AdHive warrants that it will perform Services in a professional and commercially reasonable manner. Client's exclusive remedy for breach of this limited warranty is re-performance of the affected Services or, if re-performance is not commercially reasonable, a credit of fees paid for the affected Services.

Except as expressly stated, Services and Deliverables are provided "as is" and "as available." AdHive disclaims all implied warranties, including merchantability, fitness for a particular purpose, non-infringement, title, quiet enjoyment, accuracy, availability, and results, to the fullest extent permitted by law.

### 4.0 Indemnification

Client will defend, indemnify, and hold harmless AdHive and its owners, officers, directors, employees, contractors, affiliates, and agents from and against claims, damages, liabilities, penalties, fines, losses, costs, and expenses, including reasonable attorneys' fees, arising from or related to Client Materials, Client products or services, Client instructions, Client approvals, Client's breach of the Agreement, Client's violation of law or platform terms, claim substantiation, regulated-industry compliance, data or consent failures, consumer complaints, product liability, fulfillment, refunds, privacy notices, intellectual property, publicity rights, contests, reviews, endorsements, or Client's use of Deliverables.

AdHive will defend and indemnify Client against third-party claims alleging that final Deliverables created solely by AdHive and used as authorized directly infringe a U.S. copyright, trademark, or trade secret, except to the extent the claim arises from Client Materials, Client instructions, Client approvals, third-party materials, modifications, combinations, platform requirements, or use outside the Agreement. AdHive's indemnity obligation is subject to prompt notice, control of defense, reasonable cooperation, and the liability limits in these Terms.

### 4.1 Limitation of Liability

To the fullest extent permitted by law, AdHive will not be liable for indirect, incidental, consequential, special, exemplary, punitive, enhanced, or lost-profit damages; lost revenue; lost sales; loss of goodwill; loss of data; business interruption; replacement services; platform suspension; account loss; advertising disapproval; media waste; or reputational harm, even if advised of the possibility.

To the fullest extent permitted by law, AdHive's aggregate liability arising out of or related to the Agreement will not exceed the fees actually paid to AdHive for the specific Services giving rise to the claim during the three months before the event giving rise to liability. Media Spend, vendor costs, taxes, and pass-through expenses are excluded from this cap.

The limitations apply to all theories of liability, including contract, tort, negligence, strict liability, warranty, statute, equity, and indemnity. Some jurisdictions do not allow certain limitations, so the limitations apply only to the maximum extent permitted.

## 4.2 Term, Renewal, Pauses, and Termination

The term is stated in the Agreement. If no term is stated, Services continue month-to-month until terminated by either party on thirty days' written notice. Minimum terms, cancellation windows, auto-renewals, and early termination fees apply if stated in the Agreement.

Either party may terminate for material breach if the breach is not cured within ten business days after written notice, except that payment breaches may require shorter cure periods. AdHive may terminate immediately or suspend Services for non-payment, unlawful instructions, abusive conduct, legal risk, platform violations, reputational risk, security risk, or Client's failure to provide required cooperation.

Pausing campaigns or delaying work does not pause fees, retainers, minimums, or reserved capacity unless AdHive agrees in writing.

## 4.3 Effect of Termination and Transition Assistance

Upon termination, Client will pay all fees, Media Spend, vendor costs, expenses, taxes, and approved charges incurred through the termination effective date, plus non-cancelable commitments and any applicable early termination fees.

AdHive will provide reasonable transition assistance if requested and if Client is current on payment. Transition work, account transfer, file packaging, documentation, training, vendor coordination, or additional reporting after termination may be billed at AdHive's then-current rates.

AdHive may retain archival copies of work, records, and communications for legal, business, compliance, security, and quality-control purposes.

## 4.4 Non-Solicitation, Conflicts, Non-Exclusivity, and Non-Disparagement

During the term and for twelve months after termination, Client will not knowingly solicit for employment or engagement any AdHive employee or contractor who materially worked on Client's account, except through general solicitations not targeted at AdHive personnel. If Client violates this provision, Client will pay AdHive a placement fee equal to twenty-five percent of the person's first-year compensation or contractor fees, to the extent permitted by law.

AdHive provides services to multiple clients and does not grant exclusivity unless a signed Agreement expressly says so. AdHive may work with competitors or similar businesses if it does not misuse Client's confidential information.

Each party agrees not to knowingly publish false factual statements intended to damage the reputation of the other party. This provision does not restrict truthful statements, good-faith legal claims, required regulatory or court communications, responses to legal process, or communications protected by applicable law.

## 4.5 Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, pandemic, labor disputes, war, terrorism, civil unrest, government action, power failure, internet or telecommunications failure, platform outage, supplier failure, shipping delay, payment-network failure, cyberattack, or other events beyond reasonable control.

## 4.6 Governing Law, Venue, and Dispute Resolution

The Agreement will be governed by the laws of the State of [State], without regard to conflict-of-law rules. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in [County], [State], unless the Agreement states another forum.

Before filing suit, the parties will attempt in good faith to resolve disputes through executive-level negotiation after written notice. Either party may seek injunctive or equitable relief for confidentiality, intellectual property, data security, account access, non-solicitation, or non-payment issues without completing informal resolution first.

To the extent permitted by law, each party waives jury trial and agrees that claims will be brought only on an individual basis, not as a class, collective, consolidated, private attorney general, or representative action.

## 4.7 Notices

Notices must be in writing and delivered by personal delivery, nationally recognized courier, certified mail, or email to the addresses in the Agreement. Notices to AdHive should be sent to [legal notice email] and [mailing address]. Notices are effective upon receipt, except email notices are effective on the next business day if sent after 5:00 p.m. recipient local time or on a non-business day.

## 4.8 Modifications to Online Terms; Version Control

AdHive may update these online Terms from time to time. Updates will be effective for new Agreements, renewals, new SOWs, and continued Services after notice, unless prohibited by law or a signed Agreement. Material changes will apply prospectively unless Client agrees otherwise.

If an Agreement identifies a specific version date, that version governs the applicable SOW unless the parties agree to a later version, the SOW renews, or Client continues receiving Services after reasonable notice of updated Terms.

## 4.9 Miscellaneous

The Agreement is the entire agreement between the parties regarding the Services and supersedes prior discussions and proposals on the same subject. Amendments must be in writing and signed or otherwise approved as permitted by the Agreement. Failure to enforce a provision is not a waiver.

If any provision is unenforceable, it will be modified to the minimum extent necessary to be enforceable, and the remaining provisions will remain in effect. Client may not assign the Agreement without AdHive's written consent. AdHive may assign the Agreement in connection with a merger, acquisition, reorganization, sale of assets, or transfer to an affiliate.

Headings are for convenience only. The words "including" and "include" mean "including without limitation." No rule of strict construction will apply against either party.

## 5.0 Electronic Signatures and Counterparts

Agreements, SOWs, approvals, and change orders may be signed electronically and in counterparts. Electronic signatures, scanned signatures, click approvals, email approvals, and platform approvals are binding to the fullest extent permitted by law.

## 5.1 Survival

Any provision that by its nature should survive termination will survive, including payment, taxes, Client responsibilities, compliance, data rights, account access, intellectual property, confidentiality, publicity, warranties and disclaimers, indemnification, limitation of liability, dispute resolution, notices, and miscellaneous provisions.

## 5.2 Client Acknowledgment

Client acknowledges that it has read these Terms, understands that the Services involve legal, business, platform, and market risks, has had the opportunity to consult legal counsel, and agrees that these Terms are incorporated into the applicable Agreement.