

Terms & Conditions

Effective Date: 1st June, 2026

Agency: Incinq Digital

Important Notice

These Terms & Conditions ("Terms") govern the provision of digital advertising, SEO, and landing page services ("Services") by Incinq Digital ("Agency") to the client identified in an applicable Order Form or Statement of Work ("Order"). By engaging the Services, you agree to be bound by these Terms.

1. Scope & Order of Precedence

1.1 Services. The agency provides: (a) paid advertising strategy, setup, and ongoing management on Meta and Google; (b) SEO (technical, on-page, content, and off-page as applicable); and (c) landing page design, build, optimization, and optional hosting. Detailed deliverables and budgets appear in the Order.

1.2 Precedence. If there is any conflict, the following order applies: (i) the Order; (ii) these Terms; (iii) any incorporated policies or appendixes.

2. Term, Renewal & Termination

2.1 Minimum Term. Each Order has a minimum commitment of three (3) months ("Minimum Term").

2.2 Renewal. After the Minimum Term, the Order renews month-to-month until either party gives 30 days' written notice.

2.3 Early Termination. If Client terminates during the Minimum Term (except for Agency's uncured material breach or force majeure), Client shall pay the lesser of (a) all remaining Service fees through the Minimum Term or (b) one (1) month of Service fees for the affected Order. Media spend already committed to platforms is non-refundable.

2.4 Termination for Cause. Either party may terminate on 10 days' written notice if the other party materially breaches and fails to cure; immediate termination is permitted for illegal conduct, fraud, or platform policy violations.

2.5 Suspension. Agency may suspend Services for late payment, material legal risk, or platform/account restrictions, after notice to Client (email suffices).

3. Fees, Invoicing & Payment

3.1 Currency & Invoicing. All fees are in USD. Agency invoices monthly in arrears unless an Order states otherwise (e.g., setup fees).

3.2 Media Spend. Media spend is paid directly by the Client to Meta and Google via Client-owned ad accounts. The agency does not rebill media spend.

3.3 Payment Terms. Unless stated otherwise in the Order, invoices are due Net 30 days from invoice date. Late amounts accrue interest at 1.5% per month (or the maximum lawful rate, if lower). Agency may pause or down-scope Services for non-payment.

3.4 Taxes. Fees are exclusive of taxes (GST/VAT/sales/use/withholding). Client is responsible for applicable taxes except taxes on Agency's net income.

4. Client Responsibilities

4.1 Access & Materials. Client will provide timely access to ad accounts (Meta Business Manager and Google Ads), Google Analytics/Search Console/Tag Manager, domains/DNS, website/hosting/CMS, brand guidelines, assets, and approvals.

4.2 Approvals. Client is responsible for timely review/approval of creatives, copy, keywords, audiences, exclusions, landing pages, and disclaimers.

4.3 Legal Compliance. Client warrants that its products/services, ads, and landing pages comply with applicable laws and advertising standards and that any claims are substantiated. Client is solely responsible for legal review of claims.

4.4 Privacy Transparency. Client will maintain a privacy notice and cookie/consent mechanism on any site or landing page where tracking pixels/tags are deployed, disclosing tracking and providing required choices (consent/opt-out).

4.5 Prohibited Content. Client content will not be illegal, deceptive, defamatory, harassing, discriminatory, infringing, or unsafe, and will comply with platform policies.

5. Platform Rules (Meta & Google)

5.1 Compliance. Client and Agency must comply with current Meta and Google advertising terms, policies, and community standards. Platforms may change policies, reject ads, restrict targeting, or suspend accounts at any time.

5.2 Accounts. Ad accounts shall be Client-owned by default, with Agency granted partner/manager access strictly to perform the Services. Use of Agency-owned accounts requires prior written agreement in exceptional cases only.

5.3 Attribution Tools. Client authorizes pixels, conversion APIs, SDKs, and similar tools for attribution/optimization, subject to Section 10 (Data & Privacy).

6. Performance, Budgets & Changes

6.1 No Guarantees. The agency does not guarantee specific rankings, impressions, clicks, CTR, CPA, ROAS, or revenue.

6.2 Budgets. The agency uses commercially reasonable efforts to pace monthly budgets. Auction dynamics, reviews, and platform issues can yield under/over-spend; variances above $\pm 10\%$ will be communicated and reconciled in the next cycle or as agreed.

6.3 Optimizations. Agency may adjust bids, budgets, targeting, placements, creative, and landing pages to meet objectives. Material scope changes require a written change order.

7. Deliverables, Ownership & Licenses

7.1 Client Materials. Client retains all rights in its trademarks, content, and data ("Client Materials") and grants Agency a non-exclusive, worldwide, royalty-free license to use them to provide the Services.

7.2 Agency Materials. Agency retains rights in its tools, templates, libraries, and know-how ("Agency Materials").

7.3 Work Product. Subject to full payment, Client owns final approved creatives (ad copy, images/video created for Client), landing page content/design, and analytics reports. Agency grants Client a perpetual, non-exclusive license to use embedded Agency Materials in such deliverables for Client's internal marketing use.

7.4 Campaign Structures. Campaign structures, naming conventions, negative lists, and bid strategies constitute Agency know-how and may be reused by Agency.

7.5 Portfolio Use. Unless Client opts out in writing, Agency may use Client's name/logo and non-confidential performance highlights in portfolios/case studies.

8. SEO & Landing Pages

8.1 Landing Pages. Built to modern, mobile-responsive standards. Accessibility/WCAG, multilingual content, and hosting/SLA are not included unless explicitly scoped.

8.2 SEO. May include audits, technical fixes (where access permits), on-page optimization, content briefs/creation, and ethical link earning. Algorithms and SERP features change frequently; rankings/traffic may fluctuate.

9. Confidentiality

Each party will protect the other party's confidential Information using reasonable safeguards, use it only to perform/receive the Services, and not disclose it except as permitted. Exclusions: public information, independently developed, rightfully received without duty, or required by law (with notice where lawful). Confidentiality survives 3 years (trade secrets while they remain trade secrets).

10. Data & Privacy (Global)

10.1 Roles. Client is the Controller; Agency is the Processor/Service Provider acting on Client's instructions.

10.2 Processor Commitments. Agency will: (a) process per Client instructions; (b) limit access to authorized personnel under confidentiality; (c) implement appropriate technical and organizational measures; (d) assist with data subject requests, DPIAs, and breach notifications; (e) delete/return personal data on termination (unless law requires retention); (f) maintain processing records as required.

10.3 Sub-processors. Client authorizes reputable sub-processors (hosting, analytics, email/SMS, creative vendors). The agency will provide a list on request and notice of material changes; Clients may object on reasonable grounds, and the parties will work in good faith to resolve or permit termination of the affected Service.

10.4 International Transfers. Where required, standard transfer mechanisms (e.g., EU Standard Contractual Clauses, UK IDTA/Addendum, or other recognized safeguards) will be used.

10.5 Client Obligations. Client will obtain required consents and provide required disclosures and preferences management for tracking, profiling, and marketing communications on Client properties.

10.6 Frameworks. Parties will cooperate to comply with GDPR/UK GDPR, ePrivacy/PECR, CCPA/CPRA, PIPEDA/CASL, LGPD, POPIA, India's DPDP Act, Singapore PDPA, Australia Privacy/Spam Acts, and similar laws relevant to Client's markets.

11. Representations & Warranties

11.1 Mutual. Each party is duly organized and authorized to enter these Terms.

11.2 Client. Client warrants ownership or lawful use of Client Materials; accuracy and lawfulness of claims; and that Client's properties present required privacy/cookie notices and consent tools.

11.3 The agency will provide the Services with reasonable skill and care in accordance with industry practices.

11.4 Disclaimer. EXCEPT AS EXPRESSLY STATED, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" WITHOUT IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Placements, costs, approvals, rankings, and results are not guaranteed.

12. Indemnities

12.1 By Client. Client will defend, indemnify, and hold harmless Agency from third-party claims, damages, fines, and costs (including reasonable legal fees) arising from: (a) Client Materials; (b) Client's products/services, websites, or landing pages; (c) Client's breach of law or platform rules; (d) Client's failure to obtain required consents or provide accurate notices.

12.2 By Agency. Agency will defend, indemnify, and hold harmless Client against third-party claims alleging that Agency-created deliverables (excluding Client Materials and platform tools) infringe intellectual property rights, provided Client promptly notifies Agency and allows control of the defense. Agency may modify, replace, or refund the affected Service on a pro-rata basis if infringement is found or likely.

13. Liability Cap

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, punitive, or consequential damages, loss of profits/revenue/goodwill, or data loss. Except for: (i) confidentiality breaches; (ii) IP infringement indemnity; (iii) Client's payment obligations; and (iv) data protection

breaches caused by willful misconduct or gross negligence, each party's total liability in any 12-month period is limited to the Agency service fees paid or payable by Client for the affected Services in the 6 months preceding the event (excluding media spend).

14. Non-Solicitation

During the Term and for 12 months thereafter, Client will not directly solicit for employment Agency personnel materially involved in the Services, except via general public solicitations.

15. Force Majeure

Neither party is liable for delay/failure to perform due to events beyond reasonable control. Obligations are suspended during the event; either party may terminate affected Orders if a force majeure event continues for more than 30 days.

16. Assignment & Subcontracting

The client may not assign without Agency's prior written consent (not unreasonably withheld). The agency may subcontract but remains responsible for subcontractors.

17. Notices

Formal notices must be sent to the contacts in the Order by email with delivery receipt or by courier to the registered business address. Operational notices may be by email or collaboration tools.

18. Governing Law & Dispute Resolution

These Terms are governed by the laws of India. Disputes shall be finally resolved by confidential arbitration under the rules of the Mumbai Centre for International Arbitration (MCIA) by one arbitrator, seat: Mumbai, language: English. Courts at the seat have non-exclusive jurisdiction for interim relief.

19. General

Entire Agreement; Amendments (in writing); Severability; No Waiver; Independent Contractors; No Third-Party Beneficiaries; Counterparts/e-signatures permitted. Survival: Sections 3–6 and 7–19 and all Appendixes survive termination.

Appendix A – Data Processing Addendum (DPA)

A1. Subject Matter & Duration. Processing personal data solely to perform the Services; duration equals the Term plus data return/deletion period.

A2. Nature & Purpose. Collection, storage, analysis, targeting, attribution, measurement, and optimization for advertising, SEO, and landing pages.

A3. Categories of Data. Contact data (lead forms), identifiers (cookie IDs, IP addresses, device IDs), online activity and engagement metrics. No special categories (sensitive data) are intended unless expressly agreed in writing with appropriate safeguards.

A4. Data Subjects. Client's customers, prospects, and visitors to Client sites/landing pages.

A5. Controller Instructions. Agency shall process only on documented instructions from Client, including with respect to transfers to a third country.

A6. Security Measures. The agency maintains appropriate technical and organizational measures including: access control and least-privilege, MFA for critical systems, encryption in transit, vulnerability/patch management, logging/monitoring, secure development practices, personnel confidentiality, and regular backups for hosted landing pages.

A7. Sub-processors. Client provides a general authorization for the Agency to engage sub-processors. The agency will ensure a written agreement with equivalent data protection obligations and will be liable for their performance. A list of typical sub-processor categories is available on request; the Agency will provide advance notice of material changes.

A8. International Transfers. Where required, the parties will rely on recognized data transfer mechanisms (EU SCCs Module 2; UK IDTA/Addendum; other lawful safeguards).

A9. Assistance. Taking into account the nature of processing, the Agency will assist Client in responding to data subject requests and in fulfilling Client's obligations for security, breach notifications, DPIAs, and prior consultations.

A10. Personal Data Breach. Agency will notify Client without undue delay after becoming aware of a confirmed personal data breach affecting Client personal data and will provide information reasonably required for Client to comply with applicable law.

A11. Audits. On reasonable prior notice and not more than once every 12 months, Client may audit Agency's compliance via (i) current third-party audit reports/certifications or (ii) security questionnaires; on-site audits only where legally required, during business hours, under confidentiality, at Client's cost.

A12. Return & Deletion. Upon termination or on a client's request, the Agency will delete or return personal data within 60 days, unless retention is required by law. Backups will be overwritten on standard cycles.

A13. Records & Cooperation. Agency will maintain records of processing and cooperate with competent supervisory authorities, as applicable.

Appendix B – Paid Media Terms (Meta & Google)

B1. Account Ownership & Billing. Client owns the ad accounts. Media spend is paid directly by Client to Meta and Google. The agency has partner/manager access for execution and optimization only.

B2. Setup & Tracking. Account structure, conversion goals, UTM conventions, pixels/Conversion API, and GTM/GA configuration will be established to enable measurement. The client will maintain ownership of properties (GA, GSC, GTM).

B3. Targeting & Audiences. Targeting may include interest/keyword, geo, demographic, and lookalike/similar audiences as permitted by platform rules. Client confirms a lawful basis for any customer list uploads and will provide required notices/consents.

B4. Creatives. Agency may create/adapt copy and creatives; Client will supply brand assets and disclaimers. Client is the final approver.

B5. Optimization & Testing. Ongoing bid/budget optimization and A/B testing (ads, audiences, placements, landing pages). Experiments may temporarily affect performance.

B6. Brand Safety & Invalid Traffic. The agency will apply reasonable brand-safety settings and use platform tools to mitigate invalid traffic; refunds depend on platform policies.

B7. Budget Pacing & Variance. The agency will use reasonable efforts to meet monthly budgets; variances beyond $\pm 10\%$ will be communicated and reconciled in the next cycle or as agreed.

B8. Reporting. Standard monthly reports covering spend, impressions, clicks, conversions, and agreed KPIs; live dashboards where available.

B9. Policy Holds. Ads may be paused for policy/legal concerns; Client will provide compliant alternatives promptly.

Appendix C – SEO & Landing Page Terms

C1. SEO Deliverables. Technical audit and prioritized fixes (as access permits), on-page optimization (titles/meta/schema/internal links), content briefs or content creation, and ethical link earning. Measurement via agreed analytics.

C2. Dependencies & Access. If the Agency lacks direct CMS/dev access, Client will implement recommended changes; delays may affect outcomes.

C3. Content Standards. Agency-produced content will be original and tailored to the client's niche. Client is responsible for legal review and factual claims.

C4. Landing Pages. Built on the agreed stack/CMS, mobile-responsive, and integrated with tracking. Basic privacy/cookie notice placeholder included. Hosting/SLA only if separately contracted.

C5. Accessibility. WCAG 2.1 AA support can be scoped; unless expressly contracted, no accessibility warranty is provided.

C6. Measurement & Call Tracking. Conversion tracking (forms, calls, chats) configured via GTM where possible; Client to maintain any telephony/chat vendors.

Appendix D – Exit, Handover & Post-Termination

D1. Deliverables on Exit. Subject to full payment of undisputed amounts, Agency will: (a) export performance data and approved creative files; (b) transfer admin rights to Client for properties owned by Client (e.g., GA, GSC, GTM, Client-owned ad accounts); (c) remove Agency access from Client properties; (d) provide a reasonable handover checklist.

D2. Account Ownership Clarification. If an exceptional written agreement allowed use of Agency-owned accounts, Agency retains account ownership but will provide exports of performance data and creatives. Client may request migration to newly created Client-owned accounts.

D3. Transition Services. Additional transition support (coordination with new vendors, implementation assistance) is billed at Agency's standard hourly rates.

D4. Data Handling. Personal data processed for Client will be returned or deleted per Appendix A.

Contact: legal@incinqdigital.com (or as specified in the Order).