



# Meta Ads (Facebook & Instagram) Terms & Conditions

## 1. Services & Scope

Fjord Social Inc. (“Fjord”) provides Meta advertising services including, but not limited to:

- Account setup or onboarding
- Campaign strategy
- Ad creative guidance or development (where applicable)
- Audience targeting
- Campaign management and optimization
- Performance reporting

Specific deliverables, ad spend budgets, creative responsibilities, and timelines are defined in the Client’s approved Proposal or Scope of Work (“Work Order”).

Services are effort-based and strategic in nature. Fjord does not guarantee specific results including leads, sales, impressions, reach, or return on ad spend.

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## 2. Ad Spend & Platform Fees

Advertising budgets are paid **directly by the Client to Meta** and are separate from Fjord’s management fees. Fjord does not control Meta’s platform behavior, pricing, algorithm changes, account approvals, or ad delivery.

The Client acknowledges that:

- Fjord is not responsible for fluctuations in ad performance
- Meta may suspend or restrict accounts without warning
- Fjord cannot override Meta platform decisions

Ad spend is non-refundable.

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## 3. Client Responsibilities

The Client agrees to provide:

- Timely feedback and approvals
- Access to Meta Business Manager, Ad Accounts, Pixels, Domains, and Pages



- Creative assets and branding materials where required
- Prompt communication regarding changes in business offerings or promotions

Delays in providing required materials may impact timelines or performance and do not pause billing.

If the Client becomes non-responsive for more than five (5) business days, Fjord will proceed based on the most recently approved direction.

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## 4. Creative & Revisions

Unless otherwise stated in the Work Order:

- One consolidated round of minor revisions is included per creative asset
- Additional revisions, creative rebuilds, or scope changes are billed separately

Major creative changes, new campaign builds, or landing page adjustments fall outside standard management and require a new Work Order.

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## 5. Campaign Performance & No Guarantees

The Client understands that paid advertising performance depends on multiple external factors including:

- Market conditions
- Competition
- Website conversion quality
- Audience behavior
- Platform algorithm changes

Fjord does not guarantee outcomes such as sales volume, lead quantity, or profitability. Fjord's responsibility is to apply professional advertising strategy and optimization practices.

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## 6. Dormant or Non-Responsive Accounts

If the Client disengages or becomes inactive while campaigns are live:

- Fjord will continue managing ads using last approved settings
- Management fees remain payable
- Fjord is not responsible for missed opportunities due to lack of Client input



Projects are not automatically paused without written confirmation.

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## 7. Payment Terms

Management fees are billed monthly in advance unless otherwise stated.

All payments are non-refundable.

Additional services outside the agreed scope are invoiced separately and due in the next billing cycle.

Failure to pay may result in campaign suspension.

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## 8. Intellectual Property

Upon full payment:

- The Client owns final approved ad creative produced specifically for them
  - Fjord retains ownership of internal systems, templates, frameworks, and strategy methodologies
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## 9. Professional Conduct

Fjord reserves the right to pause or terminate services immediately if communication becomes abusive, hostile, or disrespectful. Professional collaboration is required for continued engagement.

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## 10. Limitation of Liability

Fjord's total liability is limited to the amount paid by the Client in the preceding twelve (12) months. Fjord is not liable for indirect, incidental, or consequential damages including lost revenue or missed opportunities.

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## 11. Termination

Either party may terminate with thirty (30) days written notice. Fjord may terminate immediately for:

- Non-payment
- Repeated non-responsiveness
- Abusive conduct
- Breach of agreement

All outstanding invoices remain payable.



## **12. Dispute Resolution & Jurisdiction**

Both parties agree to attempt written resolution prior to formal action. This Agreement is governed by the laws of Alberta, Canada.