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www.i-promote.eu/ip_tandc.pdf

i-promote.eu Ltd – Terms and Conditions

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1. Company Information

i-promote.eu Limited

Ganders House, Ganders Business Park, Kingsley, Hampshire GU35 9LU

Website: www.ipromoteltd.co.uk | Phone: 01420 478026

2. Definitions

- Agreement: The legally binding contract formed when the Client purchases our products/services.
- Contract Start Date: The date on which this contract is formed, usually when the Client accepts our services or makes a payment.
- Products/Services: Any services provided by i-promote, including but not limited to website design, search engine optimisation (SEO), Google Ads management, Google Local Business Ads (Google Guaranteed), social media marketing, paid advertising, digital marketing, email delivery, print services, and branding.
- Client (You/Your): The individual or business purchasing products/services from i-promote.
- Third-Party Providers: External companies providing services such as domain registration, hosting, email management, advertising platforms (e.g., Google, Facebook, Instagram, 123-REG).

3. Formation of Contract & Terms of Engagement

3.1 This Agreement comes into effect on the Contract Start Date, when the Client confirms acceptance of i-promote's services, either verbally, in writing, or by making a payment.

3.2 By using our services, you confirm that you have read, understood, and agree to these Terms & Conditions.

3.3 Any service modifications must be agreed upon in writing.

4. Service Management & Third-Party Dependencies

4.1 i-promote manages domains, hosting, email delivery, marketing services, and other related services. However, we rely on third-party providers for certain aspects of service delivery.

4.2 If an issue arises due to a third-party failure, i-promote will take all reasonable steps to assist in resolving the matter but is not responsible for losses caused by third-party providers.

4.3 Email deliverability may be affected by external factors such as spam filters, blacklisting, or third-party email restrictions.

4.4 Clients are responsible for regularly testing email deliverability and notifying i-promote of any issues.

4.5 i-promote is not responsible for changes resulting from third-party policies or the client's failure to comply with such policies.

5. Limitation of Liability

5.1 i-promote provides services on an “as is” basis and makes no guarantees regarding outcomes of SEO, Google Ads, Google Local Business Ads, social media marketing, or other marketing efforts.

5.2 i-promote is not liable for third-party actions, such as account suspensions or policy changes.

5.3 i-promote's liability shall not exceed the total amount paid by the Client within the preceding three (3) months or £1,500, whichever is lower.

5.4 The Client agrees to indemnify i-promote against claims arising from breaches of these Terms, misuse of services, or violations of third-party policies.

6. Payments & Fees

6.1 Payment is due upon receipt of invoice. Funds must clear within 14 days.

6.2 Late payments incur additional fees with 2% monthly interest on overdue balances.

6.3 Quotes are valid for 30 days; prices may be adjusted thereafter.

6.4 Fees are non-refundable unless explicitly agreed otherwise in writing. Refunds will not be provided for partially completed projects or services that have commenced.

6.5 Staged payments may be required and will be outlined in the Agreement.

6.6 i-promote may suspend or terminate services for non-payment. The Client is responsible for all costs incurred in pursuing unpaid invoices, including legal fees and collection agency charges.

7. SEO, Social Media & Paid Advertising Terms

7.1 i-promote provides SEO, Google Ads, Google Local Business Ads (Google Guaranteed), Facebook Ads, Instagram Ads, and other paid advertising management services but cannot guarantee specific rankings, results, or ROI, as these are controlled by third-party platforms and influenced by various external factors.

7.2 i-promote shall not be liable for changes to search rankings, ad performance, or visibility caused by search engine algorithm updates, penalties, platform policy changes, or other external factors.

7.3 Paid advertising services are subject to their respective policies. i-promote is not responsible for account suspensions, ad disapprovals, or budget overspending caused by automated systems, policy changes, or client actions.

7.4 The Client agrees to comply with all third-party platform policies and indemnify i-promote against claims arising from non-compliance, intellectual property infringement, or violation of terms.

7.5 i-promote reserves the right to refuse services or terminate campaigns if the Client's

content violates policies or laws.

7.6 Performance is influenced by algorithm changes, user behavior, competition, budget limits, and compliance with platform policies.

7.7 The Client is responsible for ensuring that provided content does not infringe upon copyrights, trademarks, or other intellectual property rights.

7.8 The Client acknowledges that clear and timely communication is essential for the successful completion of any project. i-promote shall not be liable for delays, missed milestones, or unsatisfactory outcomes resulting from the Client's failure to provide necessary information, approvals, or feedback within a reasonable timeframe.

7.9 i-promote reserves the right to terminate the Agreement if the Client fails to communicate effectively, provide necessary materials, or fulfil their obligations over the duration of the project. In such cases, the Client remains responsible for all fees incurred up to the date of termination.

7.10 The Client agrees to indemnify and hold i-promote harmless against any claims, damages, liabilities, or expenses arising from the Client's failure to fulfil their obligations, poor communication, or negligence during the project.

14. Acceptance of Terms

By engaging with i-promote, the Client agrees to these Terms & Conditions, including by payment, verbal or written acknowledgment, or continued use of services.