

Terms and Conditions

1. About the Agency and These Terms

These Terms and Conditions (the "Terms") govern use of <https://mobadwise.com/> (the "Website") and, where applicable, business-to-business advertising and media buying services provided by MobAdWise (the "Agency", "we", "us" or "our") to an advertiser or other business customer (the "Client").

The agency provides the Client with services in the field of media buying and digital advertising management, including, but not limited to:

- strategic planning and launch of advertising campaigns;
- media planning, procurement, optimization and scaling of advertising traffic through agreed digital channels and platforms (including advertising networks, social media, search engines and programmatic platforms);
- development, adaptation and testing of advertising materials (static and video creatives, ad texts, landing pages / pre-landing pages).
- Monitoring of analytics, integration of tracking systems, and provision of reporting on key performance indicators (KPIs).

The specific list of services, the platforms used, the target geographies (GEO), and the key metrics are recorded by the Parties in the relevant Appendices, Tariff Plans, or Insertion Orders (IO), which are an integral part of these Terms.

2. Access & Client Obligations

The Client shall provide timely access to necessary advertising accounts, tracking systems (MMPs, postback URLs, conversion pixels), and product assets. The Agency is not liable for campaign delivery delays, data mismatches, or tracking errors caused by the Client's tracking infrastructure or failure to grant required permissions.

3. Ad Spend, Fees & Payments

Agency management fees, commissions, and pass-through ad spend are invoiced separately or structured as agreed in writing.

All media spend is non-refundable once consumed across advertising networks. If the Agency manages spend on behalf of the Client, all funds must be pre-funded prior to campaign launch. The Client remains fully liable for all ad spend accrued across campaigns authorized under the account.

4. Performance Disclaimer, Compliance & Liability

The Agency optimizes campaigns using industry best practices but does not guarantee specific results, including conversion rates, CPA/CPL targets, ROI/ROAS, or ad delivery volumes. The Agency is not responsible for policy shifts, account suspensions, or ad disapprovals enforced by third-party ad networks

The Client warrants that all promoted offers, products, and creatives comply with applicable laws and platform advertising policies. The Client agrees to indemnify and hold harmless the Agency against any claims, fines, or damages resulting from the promoted content.

To the maximum extent permitted by law, the Agency's aggregate financial liability under this agreement shall not exceed the total management fee received by the Agency from the Client during the preceding one (1) month.

5. Data Reconciliation, IP

Performance metrics and billing are determined by the Agency's tracking records as the primary source of truth; discrepancies must be raised within five (5) business days. All delivered creative assets transfer to the Client only upon full settlement of invoices, and the Agency may reference the Client's logo and anonymized case results in marketing materials

6. Confidentiality

Both Parties agree to keep proprietary business, campaign, and financial data strictly confidential and not disclose it to third parties without prior written consent, except to operational contractors requiring access to deliver the Services.