

Social Media Marketing

Terms and Conditions



SOCIAL MEDIA MARKETING SERVICES TERMS & CONDITIONS

1.0 SOCIAL MEDIA MARKETING SERVICES. South Central Media (hereinafter "SCM") agrees to provide social media marketing services to Advertiser (hereinafter "You" or "the Advertiser") to include one or more of the following per the terms of the Insertion Order: account creation, content creation, media strategy, follower building, media planning, buying, media placement, media delivery, media tracking and reporting for the media budget as outlined within the Insertion Order.

2.0 PAYMENT TERMS. The first month's fees are due upon acceptance of the agreement contained within the Insertion Order. If it becomes necessary, the Advertiser agrees to pay all costs of collection including reasonable attorney's fees.

3.0 MAKE GOODS. The Advertiser agrees to grant SCM the right, in its sole discretion, to decide if an advertisement is not run as scheduled and in such circumstances, will either provide the advertiser a refund for advertisements paid for but not published or run the advertisers' campaign at a later date.

4.0 MATERIALS. The Advertiser agrees to grant SCM full rights to create and/or manage the Advertiser's social media account/s contained within the Insertion Order. The Advertiser agrees to provide SCM copy or photographic material within 5 business days of SCM's request, if it's indicated that such materials are necessary for the completion of the activities due by SCM.

5.0 TERMINATION. Termination of this agreement requires 30 days written notification and all payments due per the terms of the contract must be paid in full prior to termination.

6.0 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Agreement and full payment of past due amounts by the Advertiser, South Central Media shall return to Advertiser any materials provided as a result of this relationship.

7.0 GOVERNING LAW. The laws of the State of Tennessee shall govern the validity, construction, performance, and enforcement of this Agreement without giving effect to principles of conflicts of laws. Venue for any legal proceedings between the parties arising out of this agreement shall be exclusively in the state or federal courts of Tennessee and such courts shall have exclusive jurisdiction with respect to any such proceedings.

8.0 FORCE MAJEURE. Neither party shall be liable to the other for a failure to perform any of its obligations under this Agreement, except for payment obligations previously incurred, during any period in which such performance is delayed due to circumstances beyond its reason

