

ADVERTISING SERVICES AGREEMENT

(Package-Based Advertising Services)

This Advertising Services Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between **Z4 SOFTWARE**, hereinafter referred to as the "Service Provider," and **[Client Business Name]**, hereinafter referred to as the "Client." Collectively, the Service Provider and the Client shall be referred to as the "Parties." This Agreement sets forth the terms and conditions under which the Service Provider will provide advertising services to the Client.

1. Scope of Work

The Service Provider agrees to provide digital advertising services to the Client based on the package selected by the Client. The services included may involve creating and designing advertising campaigns for platforms such as Facebook, Instagram, TikTok, and Google Ads. The Service Provider shall be responsible for designing static advertisements, video advertisements, banners (if applicable), and any other digital marketing content included in the selected package. The Service Provider may also write ad copy and captions, set up targeting and audience parameters for the campaigns, monitor the performance of the ads, and provide reports to the Client on the performance of the campaigns. Any services requested by the Client that are not included in the selected package will require the purchase of an additional package or will be considered a separate project and billed accordingly.

2. Advertising Packages

The Service Provider offers package-based advertising services only. Clients are not permitted to purchase individual advertisements outside of the package structure. The packages available are as follows:

1. **Bronze Package:** This package includes ten (10) static advertisements and one (1) video advertisement. The Client is entitled to two (2) rounds of revisions. The total cost of this package is R1200.
2. **Silver Package:** This package includes twenty (20) static advertisements and three (3) video advertisements. The Client is entitled to three (3) rounds of revisions. The total cost of this package is R2000.
3. **Gold Package:** This package includes thirty (30) static advertisements and five (5) video advertisements. The Client is entitled to four (4) rounds of revisions. The total cost of this package is R2500.
4. **Platinum Package:** This package includes forty (40) static advertisements and eight (8) video advertisements. The Client is entitled to five (5) rounds of revisions. The total cost of this package is R3000.

Optional Add-Ons

Clients may select optional add-ons to supplement their chosen package. These include website banner designs, which are available only to clients who have a website created by the Service Provider. Each banner costs R300. The Service Provider also offers brand kit designs, which include logo variations, colour palette, typography, social media identity, and overall branding direction for a fee of R400. Additional revisions beyond those included in the selected package are billed at R200 per revision. Clients requesting more advertisements than their package allows must purchase a full new package, as individual advertisements are not sold.

Package Upgrades

If a client wishes to upgrade their selected package after work has commenced, they may do so by paying the difference between the original package price and the upgraded package price. Upgrading a package will reset the revision count according to the new package terms.

3. Client Responsibilities

The Client agrees to provide accurate and complete business information necessary for the creation of the advertisements. This includes logos, images, videos, branding materials, social media handles, ad account access (if applicable), and detailed instructions regarding campaign objectives and content approvals. The Client must provide approvals during the revision rounds as required by the Service Provider. If the Client is unresponsive for more than five (5) days, the Service Provider may pause the project until communication is re-established. A reactivation fee of R500 will apply if work resumes after prolonged unresponsiveness.

4. Payment Terms

The Client may select either full payment upfront or a 50/50 payment option. For full payment, the total package price is due before the Service Provider begins work. For the 50/50 option, the Client must pay a fifty percent (50%) deposit before work begins and the remaining fifty percent (50%) upon completion of the advertisements and before delivery of final work. The Service Provider will not deliver any completed advertisements until full payment is received.

Late Payment Fees

If the Client fails to pay the remaining balance within five (5) days after completion, a late fee of R300 per day will be applied until payment is received. If the Client fails to pay within thirty (30) days, the Client will owe the Service Provider R15,000 plus the original package price, and all work, content, and deliverables will be withheld. Legal action may be pursued if payment is not made.

Accepted Payment Methods

Payments may be made via EFT, bank transfer, PayPal, or any other method agreed upon in writing by the Parties.

5. Delivery Timelines

The Service Provider will deliver completed advertisements according to the following timelines, provided that the Client supplies all required content and approvals on time:

- Bronze Package: 2–3 business days
- Silver Package: 3–5 business days
- Gold Package: 5–7 business days
- Platinum Package: 7–10 business days

The Service Provider is not liable for delays caused by the Client's failure to provide content or approvals.

6. Revisions

The number of revisions included in each package is specified in Section 2. Any additional revisions requested by the Client beyond those included will be charged at R200 per revision. Major redesigns or work that differs from the original request will be considered new work and billed accordingly.

7. Results and Performance Disclaimer

The Client acknowledges that the Service Provider does not guarantee specific results from any advertising campaign, including but not limited to sales, leads, bookings, followers, or engagement metrics. The Service Provider ensures professional quality design and proper setup according to industry standards; however, performance may be affected by platform algorithm changes, ad account restrictions, or external market factors outside of the Service Provider's control.

8. Client Legal Responsibility

The Client warrants and represents that all materials provided to the Service Provider—including images, videos, logos, branding materials, testimonials, or any other content—are legal, owned by the Client, properly licensed, or provided with permission from the rightful owner. The Client assumes full legal responsibility for all content submitted. The Service Provider is not liable for copyright infringement, trademark violations, or any illegal content provided by the Client. The Client acknowledges that they will not provide any illegal, harmful, abusive, misleading, or fraudulent content. If illegal content is discovered at any point, the Service Provider may immediately stop work, withhold deliverables, and take legal action if necessary.

9. Confidentiality

The Service Provider agrees to maintain the confidentiality of the Client's business information. The Client also agrees not to disclose or share the Service Provider's templates, processes, strategies, or workflow to any third party.

10. Intellectual Property

All advertisements, designs, and content created by the Service Provider remain the property of the Service Provider until full payment is received. Upon full payment, the Client is granted commercial use rights to the completed work. The Service Provider may use completed work in portfolios or marketing materials unless the Client specifically requests otherwise in writing.

11. Termination

Either Party may terminate this Agreement in writing if the other Party materially breaches the terms. If the Client terminates the Agreement, the deposit is non-refundable, and any work completed up to the date of termination must still be paid in full. If the Service Provider terminates the Agreement, a refund for any work not completed may be issued at the Service Provider's discretion.

12. Professional Conduct

All communications between the Client and the Service Provider must remain professional. Any harassment, disrespectful behaviour, or abusive communication from the Client may result in immediate termination of the project with no refund issued. The Service Provider reserves the right to pursue legal action if deemed necessary.

13. Force Majeure

The Service Provider shall not be held liable for delays or failures to perform caused by circumstances beyond their reasonable control, including but not limited to natural disasters, internet outages, platform restrictions, governmental actions, or other events outside the Service Provider's control.

14. Communication Rules

The preferred communication channels for this Agreement are email and WhatsApp, or other methods mutually agreed upon by the Parties. The Client must respond to requests for approval, revisions, or content provision within forty-eight (48) hours. Failure to respond within this period may result in delays to the project timeline.

15. Payment

The client will be taking the **(PACKAGE)**

Amount Due: R _____

16. Agreement Acceptance

By signing below, both Parties acknowledge that they have read, understood, and agreed to the terms and conditions outlined in this Agreement.

Service Provider Name: _____

Signature: _____

Date: _____

Client Name: _____

Signature: _____

Date: _____