Marketing Algency Trial and Subscription Agreement: EU businesses

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Between CBX Media LLC, Shams Business Center, Sharjah Media City Free Zone, Sharjah, UAE, licence 2537521, represented by Laura Eva Bozic, General Manager (Provider), and the business identified, with its address and authorised ordering person, in the service order (Customer). Customer confirms that it acts for business purposes. Any GDPR EU representative is a separate data-protection function, not a contracting party under this agreement.

1. Service and acceptance

The service consists solely of software access and support. Campaign setup is performed by the software within the agreed feature scope. Personal campaign setup or ongoing human agency management is not included in this agreement, except for the set-up help of the Kickstart package under section 2a.

Plans offered are Ignite, Takeoff and Accelerate. Every plan includes the Performance team and the Creative team. The add-ons Vibe Reporting, Pages & CRO, Attribution and Unlimited Creatives can be added to any plan and are not included in any plan. Prices for plans and add-ons are set exclusively by the order summary and the invoice (section 3).

The Creative team produces static image ads ("statics"), not videos. Per calendar month the following are available: 20 statics on the Ignite plan, 50 on Takeoff, 100 on Accelerate, 10 during the trial and 20 in the Kickstart package. The ad idea is counted; its formats (for example 9:16 and 1:1) count as one static. Unused statics lapse at the end of the month. With the Unlimited Creatives add-on, up to 500 statics per calendar month apply instead of the plan's monthly allowance (fair use).

The automatically generated service order (Schedule 1), shown before ordering and saved at conclusion, defines the selected modules, actual available platforms, scope, spend/use limits, support, price and currency. Possible modules are ad-account operations, static image ad production, attribution, conversion feedback, surveys, reporting, CRO, AI assistance and optional transcription. Planned features are not owed unless expressly promised. No particular commercial campaign result is guaranteed.

Before the binding order, Customer receives the full charge for the selected monthly or annual payment interval, taxes, trial-start rule, agreed automatic paid continuation, contractual term tied to the selected payment model, cancellation method and all annexes in a retrievable form. Customer checks and may correct the order summary and actively accepts this agreement and its identified contractual annexes using an unticked mandatory checkbox. The final ordering action at the payment provider submits Customer's binding offer. Provider accepts after successful checkout by an automated email expressly stating contractual acceptance; a mere payment or receipt acknowledgement is insufficient. The order, consent evidence, acceptance time and document versions are stored as a fixed record and supplied in a savable form. Any changed terms or amounts at the payment provider must be shown and confirmed again before the offer is submitted. An old free beta agreement alone does not authorise paid conversion. Development must preserve agreed core services; material reductions require agreement or lawful termination. Proportionate necessary security changes remain possible.

2. Thirty-day trial

Trial lasts thirty (30) full days from the moment Customer connects the first advertising account; where the account is connected through partner or agency access, from Provider's actual approval of that access. Start, end including time zone and, where a paid plan has been agreed, the first possible charge are confirmed in text form. No subscription charge arises before the actual trial has started and expired. If no advertising account is connected or approved within 30 days of registration, the agreement ends without cost unless a further free preparation period is expressly agreed.

No payment method is required for the trial. Customer may store a payment method with Stripe, at the latest when ordering a paid plan. Without such an order the services pause when the trial ends and no payment obligation arises. Paid continuation applies only if expressly agreed with the selected plan, price, monthly or annual payment interval and contractual term at conclusion and not cancelled in time. The paid subscription starts immediately after the actual trial ends. Provider sends a reminder three days before trial expiry stating the trial end, payment interval, full first charge, contractual term and cancellation method. For annual payment, the full annual charge must be shown; a monthly equivalent alone is insufficient. This reminder does not replace the initial agreement.

Customer can cancel throughout the trial without notice, reasons or payment using the portal cancellation function or text to hello@marketing-aigency.com. Access remains until regular trial expiry, then ends without paid conversion or subscription charge. Receipt is confirmed; missing confirmation does not invalidate a cancellation actually received.

2a. Kickstart one-time package

Instead of the trial, Customer may order the Kickstart package: set-up help for the first campaign on Meta. The fee is EUR 99 net, charged once, or the amount shown in the order summary in the contract currency. It falls due once with the order and is charged via Stripe. The Kickstart package is not a subscription. Instead of the trial-start rule and payment interval, the order summary states the one-time fee, the thirty-day term and that the package ends without renewal.

The package runs for thirty (30) full days from confirmed payment and covers one Meta advertising account. Provider owes guided set-up in the software step by step (connecting the advertising account, Facebook page and landing page, Meta pixel, creatives), creation of a first campaign by the software after Customer's approval, and support with these set-up steps by email during the support hours under section 4. For the duration of the package the software looks after the campaign within the feature scope shown in the order summary. By way of exception to section 1, this set-up help is part of the agreement; ongoing human agency management is not. Google, TikTok and further advertising accounts are not included. Customer pays advertising spend directly to Meta; it is not included in the fee.

The package ends automatically when the thirty days expire. It does not renew, does not convert into a subscription and needs no cancellation. Afterwards the services pause. Customer may separately order a paid plan or leave it there; a plan arises only from a new order under section 1, never automatically.

Section 2 (trial), the payment intervals and the payment and term models under sections 3 and 4 do not apply to the Kickstart package. The rules in section 4 on fees correctly owed and paid apply accordingly to the one-time fee.

3. Fees, payment and changes

Schedule 1 fixes the selected price in **one currency: EUR, USD, CHF, GBP or NOK**, depending on Customer's country or Customer's selection before ordering. The binding amount is the amount in that currency shown in the order summary and on the invoice. Prices in CHF, GBP and NOK are separate list prices set by Provider; they are not converted at a daily exchange rate, and no exchange-rate promise is given. The current net list prices for all plans, add-ons, payment intervals and currencies are shown on the pricing page and in the order summary before ordering.

The binding price is the full amount for the selected plan and add-ons disclosed before ordering and recorded in Schedule 1. For the annual model, checkout, the service order and contractual emails state the full annual amount as the binding price, without a monthly equivalent. Advertising may show a monthly equivalent only alongside a clearly visible annual total, annual prepayment and twelve-month commitment. Individual discounts must state their amount and applicable period. Promotional discounts apply only as shown in the order summary, which states the discount, the plans and payment interval it applies to, the number of payments or the period it covers, and whether it can be combined with annual payment or other discounts. After that, the regular price recorded in Schedule 1 applies; the end of an agreed promotional discount is not a price change under the following paragraphs. Net price, applicable taxes/reverse-charge treatment and total payable are shown before the binding order; enabling Stripe Tax does not establish correct treatment.

Customer chooses **monthly or annual payment** in Schedule 1. Monthly payment covers one billing month in advance; annual payment covers twelve consecutive months in advance at the agreed full annual price. The first payment period begins only after expiry of the actual trial under section 2. Subsequent charges fall due at the start of the next applicable payment period while the agreement continues. A mid-calendar-year start does not create an additional calendar-year charge. Choosing annual payment also selects the fixed twelve-month contractual term under section 4. Annual prepayment with monthly cancellation is not offered.

Invoice/SEPA arrangements apply only if expressly agreed. Plan or payment-interval changes and prorating require prior disclosure and express agreement on the effective date. Overlapping prepaid periods are credited without double charging. A change from annual to monthly payment or a reduction in the agreed annual scope may take effect no earlier than the end of the current twelve-month contractual period. There is no entitlement to an early switch, downgrade or pro-rata refund; mandatory statutory rights remain unaffected. Spend-limit exceedance does not trigger an undisclosed automatic price upgrade.

Price changes and renewal: For future billing periods, Provider may adjust the net fee in reasonable discretion to reflect evidenced changes in the cost of the agreed service. Relevant costs are hosting/computing, database/software and AI services, and personnel for operations and support. Cost increases and decreases are offset using the same criteria; cost reductions must be passed on. The price adjustment must not exceed the proportional change in the evidenced total costs reasonably allocated to the relevant plan. No additional profit increase is permitted; unchanged cost components remain unaffected. Provider must explain the calculation basis, cost allocation and changes on request.

Notice must reach Customer **by email at least 30 calendar days before effectiveness** and state the old and new full billing-period prices, currency, tax treatment, cost reasons, calculation, effective date and cancellation route. A change takes effect only at the start of a new billing period; annual pricing cannot change before the current fixed twelve-month term ends. Late notice leaves the old price applicable to the immediately following renewal; a change may take effect only at a later renewal with proper notice. No retrospective charge applies to prepaid or binding current periods.

Customer may cancel without additional cost until the increase takes effect, with termination effective on that date. Otherwise the subscription renews under section 4; a valid cost-based adjustment operates under this originally agreed clause, not deemed consent to arbitrary new terms. Objection and judicial review rights remain unaffected. Other price/service changes require express agreement; silence or continued use alone is insufficient.

For overdue payment, Provider informs Customer and gives a reasonable cure period, normally at least 14 days, before proportionate suspension. Urgent security cases are treated according to their severity. Statutory export/deletion rights must not be disproportionately obstructed; retention follows the export/deletion schedule (document 04), not an automatic extra 90 days.

4. Term, service quality and exit

For the Ignite, Takeoff and Accelerate plans, Schedule 1 selects one of these binding payment and term models:

- **Monthly model:** monthly advance payment and a one-month contractual term from the paid start, renewing for successive months. Either party may give ordinary notice to terminate at the end of the current contractual month.
- **Annual model:** full annual advance payment and a **fixed minimum term of twelve months from the paid start**. Ordinary termination taking effect before those twelve months expire is excluded. Ordinary notice given during the term takes effect no earlier than the end of the current contractual period. The agreement renews for successive twelve-month periods at the agreed annual price or a price validly adjusted under section 3 unless notice is received by the current period's end. Provider sends a reminder at least 30 days before annual renewal stating the end date, renewal price and cancellation method; this does not replace a valid initial renewal agreement.

Notice may be given in text form, with Customer additionally able to use the portal under section 2. Missing confirmation does not invalidate notice actually received. Free cancellation during the actual trial remains available under section 2. Different Enterprise terms require an express individual agreement.

The annual model provides **no contractual entitlement to early exit, suspension, monthly cancellation or pro-rata repayment** for non-use, changed business plans or lack of commercial campaign success without Provider's breach. The agreed annual fee remains payable and Provider continues to make the agreed service available until the contract ends. Customer's withdrawal of advertising-account access does not by itself terminate the agreement.

For both monthly and annual models, correctly owed and paid fees are not voluntarily refunded or reimbursed, including for non-use, ordinary cancellation at period end or lack of commercial results without Provider’s breach. No general money-back or goodwill refund guarantee is given. Unauthorised, duplicate or excessive charges must be corrected. Mandatory statutory rights, including justified termination for cause, applicable defect/price-reduction remedies and mandatory provider-switching rights, remain unaffected. Any legally required refund follows the applicable law; no additional general goodwill or money-back guarantee is given. A minimum term does not block mandatory export or switching assistance under the export/deletion schedule (document 04).

Provider owes conforming software and remedy of material defects within a reasonable time. Monthly availability target: 99%, without a guaranteed SLA or contractual service credits. Support is exclusively by email to hello@marketing-aigency.com, Monday to Friday, 13:00–18:00 Asia/Dubai (UTC+4, no daylight-saving time). The target is an initial substantive response within 48 elapsed hours from receipt, including weekends; time continues outside support hours. This is neither a guaranteed response deadline nor a resolution deadline. Statutory defect remedies and mandatory liability remain unaffected, including for trial/beta features.

Export, switching support, retrieval windows and deletion follow the export/deletion schedule (document 04). A generic deadline following cancellation does not shorten a legally required retrieval window.

5. Authority in advertising accounts

Customer remains account owner and grants necessary platform permissions. Shadow mode only proposes. Execution requires approval by an authorised person; autonomous action types need separate documented activation and configured limits. AI instructions are executed only within clear authorised instructions; ambiguous or out-of-limit requests require clarification.

A budget ceiling entered by Customer is binding on the software. Only Customer may increase it; enabling autonomous actions does not authorise the software to raise that ceiling. Its scope, currency and period are displayed when configured. A ceiling on configured daily budgets must be described as such and must not be presented as an absolute cap on actual billed spend without the corresponding functionality. Provider must properly implement the agreed safeguards.

Authority, limits, acting role, action and result are logged. Customer can revoke access and stop further execution; previously submitted platform actions may not be reversible. Provider owes proper implementation of agreed safeguards. Customer approval does not waive responsibility for Provider's own execution errors.

Customer must use lawful advertising, protect credentials and allocate roles appropriately. No unauthorised sharing or circumvention. Material breaches normally receive an opportunity to cure; immediate suspension requires an appropriately urgent reason. Feedback is voluntary.

6. Data protection, confidentiality and rights

Customer personal-data processing is governed by the data processing agreement (document 02) and its selected modules/annexes. Provider's own account/contract/website processing is separately explained. Necessary consent, processor authorisations, safeguards and lawful transfers must exist before use. Frankfurt core hosting is not a blanket EU-only promise; recipients/countries and UAE access follow DPA section 7 and Schedule C.

DIS-CONNECT GmbH, Gerwigstraße 29, 76131 Karlsruhe, Germany, email: info@dis-connect.de is appointed solely as CBX’s EU representative for data-protection enquiries and regulatory correspondence. It receives only necessary case information under DPA section 7; no operational attribution/Pixel/CAPI services or general customer-data access are authorised.

Both parties protect non-public information. Provider may use Customer content only as needed to provide the service; no independent personal-data advertising, cross-customer profiling or model training. External model services require contracts/settings preventing training on transmitted Customer content. Anonymous product statistics require genuinely non-identifiable aggregation without exposing individual Customer confidential information. Hashes alone are not anonymous.

Provider retains its software/methods; rights in Customer content remain with their holders. Export rights follow document 04. Naming/logo reference requires a separate voluntary opt-in specifying scope/channels/duration; without it no named reference.

7. Liability

7.1 Provider is liable without limit for intent, gross negligence, injury to life/body/health, expressly assumed guarantees and mandatory statutory liability, including applicable product-liability rules. Mandatory rights under GDPR Article 82 where applicable and a valid overriding transfer instrument remain unaffected. These exceptions override every limitation below.

7.2 For simple negligence, Provider is liable only for breach of material contractual obligations that enable proper performance and on which Customer may reasonably rely. Liability is limited to foreseeable damage typical of this agreement at conclusion. Other simple-negligence liability is excluded.

7.3 Damages under 7.2 are additionally subject, per event, to a **liability ceiling equal to the net software fees paid by Customer to Provider in the twelve months preceding the event causing the damage, with a minimum ceiling of EUR 100, USD 100, CHF 100, GBP 100 or NOK 1,100, according to the agreed contract currency.** During the trial or where fees paid are lower, the ceiling is therefore this minimum amount in the agreed contract currency; this is not a minimum damages award. Advertising media budgets and fees paid directly to platforms do not increase the ceiling. An annual advance payment actually made within the lookback period counts in full. Connected losses from the same specific event constitute one event; independent breaches are not combined merely because they arise under the same agreement. An expressly individually negotiated different liability amount prevails. Section 7.1 always remains unaffected.

7.4 No particular campaign success, revenue, profit or return on ad spend is owed. Advertising budget properly spent within authorised limits is not refundable merely because results are unsuccessful. Lost profit, consequential losses or additional ad spend attributable to a breach are subject to the conditions and limits in 7.1 to 7.3. Customer approval creates neither a success guarantee nor immunity for Provider's own execution errors. Applicable duties to mitigate loss and contributory-fault rules remain unaffected.

7.5 These limits apply to damages irrespective of legal basis and also benefit Provider's legal representatives, employees and performance agents, always subject to 7.1. Statutory performance, cure, price-reduction and repayment remedies are not reduced by the damages ceiling.

8. Law, amendments and hierarchy

German law applies, excluding the UN Sales Convention, subject to mandatory rules. Where a valid exclusive jurisdiction agreement is permissible and concluded in the required form, the competent courts of Sharjah, UAE, have exclusive jurisdiction over disputes under this agreement. Mandatory jurisdiction and data subjects’ statutory data-protection rights remain unaffected. The EU representative’s location does not establish an agreed forum.

Changes require agreement in text form; no general acceptance by silence. Individual agreements prevail over general service terms, subject to applicable mandatory data-protection and transfer rules. Invalidity of a provision is handled under applicable law without automatically invalidating the remainder. The data-processing agreement prevails on data-protection conflicts; a valid mandatory transfer instrument has its applicable priority.

Schedules: the service order, data processing agreement with its schedules (document 02), tracking instructions (document 03) and export/deletion schedule (document 04), in the versions supplied at conclusion. The privacy notice (document 05) explains CBX’s own processing; accepting the agreement does not constitute advertising consent. No SLA or contractual service credits apply. Previous templates are not additionally incorporated.

Platforms, interruptions and payment

Customer maintains its advertising accounts and necessary platform agreements. Provider obtains and maintains its own developer/API permissions needed to perform the service. Platform changes, account suspensions and outages may affect an integration. Provider informs Customer of material effects without undue delay, mitigates loss and seeks reasonable remediation. A suspension caused by Provider’s breach is not shifted to Customer as a third-party risk. Statutory defect, price-reduction, termination and liability rights remain unaffected. Unavailable integrations must not be represented as active promised features.

Extraordinary external events beyond reasonable control despite appropriate precautions excuse affected performance only to the extent permitted by law and while the impediment continues. The parties inform each other and mitigate its effects. This does not create an automatic payment obligation for permanently unavailable services or exclude mandatory rights.

Payment is in the agreed currency. Customer bears its own bank/conversion charges; additional Provider payment charges apply only if lawful and expressly disclosed before ordering. Statutory late-payment rules apply. Set-off is permitted for undisputed or finally adjudicated claims and claims arising from the same contractual relationship; statutory retention rights remain. Transfer of this agreement requires the other party's consent except in cases of statutory succession. No non-solicitation restriction is agreed.

Schedule 1: automatically generated service order

The fields below define the order record automatically populated from the booking data, displayed before ordering and delivered in savable form upon contractual acceptance. No manual completion per customer is required. Trial dates not yet known are initially governed by the start rule in section 2 and subsequently specified in the dated activation notice.

The service order records the customer's legal name, address and authorised ordering person; plan, modules and actual available platforms; use/budget limits; payment interval and term; net price, currency, add-ons and discounts; tax treatment and total payable; payment method; trial-start rule and subsequently confirmed dates; first paid period, due date and renewal; cancellation route; support details; contract/schedule versions and language; order ID and acceptance timestamps. Annual prepayment and the fixed twelve-month term are expressly acknowledged. For the Kickstart package the confirmation states, instead of trial and payment interval, the one-time fee, the thirty-day term from payment with its end date and that it does not renew. Customer and order particulars are populated automatically, not left blank at conclusion.

Electronic conclusion follows section 1; Customer's offer and Provider's express acceptance are recorded against the order ID.