**TERMS AND CONDITIONS**

**Last Updated: Sep 2024**

These Terms and Conditions (“Agreement”) govern your use of services provided by **FTT** (“Agency”), a marketing agency specializing in providing marketing and lead generation services for lawyers and paralegals in Ontario. By engaging with the Agency’s services, you (“Client”) agree to the terms and conditions outlined below.

**1. Services Provided**

1.1 The Agency offers marketing and lead generation services, including but not limited to social media management, SEO, content marketing, paid advertising (Google Ads, social media ads), and other digital marketing strategies tailored to lawyers and paralegals in Ontario.

1.2 The scope of services and deliverables will be outlined in the Client’s customized marketing plan and may vary based on the specific package or services selected.

**2. Fees and Payment Terms**

2.1 All fees for services will be provided in writing via a formal proposal or contract.

2.2 Payments are due on a [monthly/quarterly] basis, unless otherwise specified, and must be made within [30] days of receiving an invoice.

2.3 Late payments may result in a suspension of services. If payments are not received within [60] days, the Agency reserves the right to terminate the Agreement and pursue any outstanding amounts owed, plus interest at the rate of [1%] per month.

**3. Client Responsibilities**

3.1 The Client agrees to provide the Agency with all necessary information, access, and materials required to perform the marketing services, including but not limited to access to social media accounts, websites, and advertising platforms.

3.2 The Client is responsible for ensuring that any content or materials provided to the Agency do not infringe on third-party rights and are compliant with applicable laws, including those regulating advertising by legal professionals in Ontario.

**4. Confidentiality**

4.1 Both parties agree to keep confidential any proprietary or sensitive information disclosed during the term of this Agreement, except where required by law or with express consent from the other party.

4.2 This obligation of confidentiality survives the termination of this Agreement.

**5. Intellectual Property**

5.1 All marketing strategies, content, designs, and advertising campaigns created by the Agency remain the intellectual property of the Agency unless otherwise agreed upon in writing.

5.2 The Client may use these materials solely for the purpose of promoting their legal services during the term of the Agreement.

**6. Results and Guarantees**

6.1 The Agency makes no guarantees regarding specific results, including lead generation, client acquisition, or revenue increases. While the Agency will make every reasonable effort to improve the Client’s marketing presence, results are dependent on a variety of factors outside the Agency’s control.

6.2 The Client acknowledges that marketing outcomes are influenced by market conditions, competition, and other external factors, and therefore results cannot be assured.

**7. Termination**

7.1 Either party may terminate this Agreement by providing [30] days’ written notice.

7.2 The Agency reserves the right to terminate the Agreement without notice in the event of a material breach by the Client, including but not limited to failure to make payments or failure to comply with Ontario’s legal advertising regulations.

7.3 Upon termination, the Client is responsible for payment of all services rendered up to the date of termination.

**8. Limitation of Liability**

8.1 The Agency is not liable for any indirect, incidental, or consequential damages arising out of or related to this Agreement, including but not limited to lost profits or business interruption.

8.2 The total liability of the Agency for any claims under this Agreement, whether in contract or tort, shall not exceed the amount paid by the Client to the Agency during the [12] months preceding the event giving rise to the claim.

**9. Indemnification**

9.1 The Client agrees to indemnify and hold the Agency harmless from any claims, liabilities, damages, or expenses (including reasonable legal fees) arising out of the Client’s breach of this Agreement, use of the Agency’s services, or violation of any applicable laws or regulations.

**10. Governing Law and Dispute Resolution**

10.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

10.2 In the event of any dispute arising out of this Agreement, the parties agree to first attempt mediation. If mediation fails, the dispute will be subject to binding arbitration in Ontario.

**11. Modifications to the Agreement**

11.1 The Agency reserves the right to modify these Terms and Conditions at any time. Any changes will be effective upon notice to the Client, either via email or by posting on the Agency’s website.

11.2 The Client’s continued use of the Agency’s services after such notice constitutes acceptance of the modified terms.

**12. Entire Agreement**

12.1 This Agreement constitutes the entire agreement between the Client and the Agency and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter.