

HasMedia

Terms & Conditions

Effective Date: April 21, 2026 | Last Updated: April 21, 2026

These Terms & Conditions (the "Terms") are a binding legal agreement between **HasMedia** ("HasMedia," "we," "us," or "our"), a business with its principal place of business at 13 E. Somerset St, Raritan, NJ 08869, and you ("Client," "you," or "your"). By accessing our website at <https://hasmedia.com>, submitting a form, engaging us for services, signing a proposal or statement of work ("SOW"), or opting in to our communications, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated herein by reference. If you do not agree, do not use the Services.

1. Services

HasMedia provides digital marketing, paid advertising, social media management, search engine optimization (SEO), web design and development, video production and distribution, CRM systems and automation (including GoHighLevel setup, configuration, and management), email and SMS marketing, and related consulting services (collectively, the "Services"). The specific scope, fees, deliverables, and timelines for any engagement are set out in a separate proposal, statement of work, or written order form ("SOW"), which, upon execution or written acceptance by both parties, becomes incorporated into these Terms. In the event of a conflict, the SOW controls for the specific matter addressed.

2. Acceptance & Eligibility

You represent that (a) you are at least 18 years old; (b) you have the legal authority to enter into these Terms on your own behalf or on behalf of the entity you represent; (c) all information you provide is accurate and current; and (d) your use of the Services will comply with all applicable laws and regulations.

3. Fees, Invoicing & Payment

Fees are set out in the applicable SOW. Unless otherwise stated:

- Monthly retainers are billed in advance and are due on the invoice date. The first invoice is due upon execution of the SOW and before work begins.
- One-time projects require a 50% deposit before work begins, with the balance due upon delivery unless a different milestone schedule is set forth in the SOW.
- Third-party pass-through costs (e.g., ad spend, subscription software, stock media, paid plugins, GoHighLevel sub-accounts, A2P registration fees) are billed at cost or as specified in the SOW and are the Client's responsibility.
- Accepted payment methods include ACH, credit card (a processor surcharge may apply), and wire transfer. Credit-card payments are processed by a PCI-compliant processor.

- Invoices are payable within the terms stated on the invoice (default: Net 7). Past-due amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, plus all reasonable collection costs and attorneys' fees.
- All fees are non-refundable once work has commenced on the corresponding period or milestone, except as expressly stated in the SOW or required by law.

4. Client Responsibilities

To allow us to deliver the Services effectively, you agree to:

- Provide accurate, complete, and timely information, materials, access credentials, and approvals.
- Designate a primary point of contact with authority to make decisions and approve deliverables.
- Review deliverables and provide feedback within the review windows stated in the SOW (default: five (5) business days). Failure to respond within the review window shall be deemed approval.
- Secure all necessary rights, licenses, and consents for any content, logos, testimonials, or data you provide to us.
- Comply with the terms of service of third-party platforms (Meta, Google, TikTok, LinkedIn, YouTube, X, GoHighLevel, etc.) used to deliver the Services.
- Maintain your own backups of any content, data, or credentials you provide us.

5. SMS Messaging & A2P Compliance (Client Obligations)

Where the Services include the configuration or operation of SMS messaging on your behalf, you acknowledge that SMS messaging in the United States is regulated and that you, as the entity on whose behalf messages are sent, are the "sender" for purposes of the TCPA, CTIA guidelines, and carrier A2P 10DLC requirements. You agree that:

- You will only send SMS messages to recipients from whom you have obtained prior express written consent, obtained in a manner that meets TCPA, CTIA, and carrier requirements.
- You will maintain records of consent (date, time, IP, form URL, exact disclosure language) for a minimum of four (4) years.
- Every message you send will clearly identify your business and will include opt-out instructions at least once per campaign and on every first message.
- You will honor STOP, END, CANCEL, UNSUBSCRIBE, and QUIT keywords immediately and honor HELP requests with clear assistance.
- You will not send messages containing prohibited content (commonly referred to as "SHAFT" content: Sex, Hate, Alcohol, Firearms, Tobacco, cannabis/CBD, illegal substances, high-risk financial products, or any content prohibited by the carriers).
- You will provide truthful information during A2P brand and campaign registration and will notify us of any material change.

HasMedia is not responsible for SMS messages that are filtered, blocked, delayed, or not delivered by mobile carriers, nor for carrier fees, per-message fees, or A2P registration fees,

which are the Client's responsibility. You will indemnify and hold us harmless from any claim, fine, or penalty resulting from your failure to comply with the foregoing obligations.

6. Intellectual Property

6.1 Our IP

All tools, templates, frameworks, playbooks, software, know-how, and methodologies that HasMedia owned or developed prior to an engagement, or develops independently of an engagement, remain our exclusive property ("HasMedia IP"). Nothing in these Terms transfers ownership of HasMedia IP.

6.2 Client Deliverables

Subject to full payment of all fees due under the applicable SOW, we grant you a perpetual, worldwide, non-exclusive license to use the final deliverables produced specifically for you (the "Deliverables") for your internal business purposes. For deliverables you pay for in full and that are uniquely commissioned (e.g., a final logo, a custom-written website), we will assign our rights to you upon request, excluding any embedded HasMedia IP or third-party licensed assets.

6.3 Client Content

You retain all right, title, and interest in content you provide to us ("Client Content"). You grant us a non-exclusive, royalty-free license to use Client Content solely to provide the Services.

6.4 Portfolio Rights

Unless you request otherwise in writing, you grant HasMedia the right to display non-confidential Deliverables and to reference your name, logo, and general results as a case study in our portfolio, marketing materials, and proposals.

7. Third-Party Platforms

The Services may rely on third-party platforms (e.g., Google, Meta, TikTok, LinkedIn, YouTube, X, Stripe, GoHighLevel, hosting providers). You are responsible for complying with each platform's terms of service. We are not responsible for changes, outages, account suspensions, policy enforcement actions, algorithm changes, or billing issues imposed by these platforms.

8. Advertising Results Disclaimer

Marketing results depend on many factors outside of our control, including your product or service quality, pricing, offer strength, audience, budget, sales process, and seasonality. **We do not guarantee any specific ranking, lead volume, conversion rate, return on ad spend, or revenue outcome.** Any estimates, projections, or examples are for illustrative purposes only and are not promises of performance.

9. Confidentiality

Each party may receive non-public information of the other ("Confidential Information"). Each party will (a) use Confidential Information only to perform its obligations or exercise its rights under these Terms;

(b) protect it with at least the same care it uses for its own confidential information, and in no event less than reasonable care; and (c) not disclose it to any third party except to employees, contractors, and advisers who are bound by confidentiality obligations at least as protective as these Terms. These obligations survive for three (3) years after termination, except that trade secrets remain protected for as long as they qualify as trade secrets.

10. Term, Cancellation & Termination

Unless the SOW states otherwise, month-to-month retainers require thirty (30) days' prior written notice to terminate. Either party may terminate an SOW for cause if the other party materially breaches these Terms or the SOW and fails to cure the breach within fifteen (15) days after written notice. Upon termination: (a) you will pay all fees earned through the termination date, including for work-in-progress; (b) we will deliver work-in-progress as-is; (c) each party will return or destroy the other party's Confidential Information; and (d) any perpetual licenses granted to you under paid-for Deliverables survive termination.

11. Warranty Disclaimer

THE SERVICES, THE SITE, AND ALL DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR PRODUCE ANY PARTICULAR RESULT.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HASMEDIA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO HASMEDIA UNDER THE APPLICABLE SOW DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Indemnification

You will defend, indemnify, and hold harmless HasMedia and its owners, officers, employees, contractors, and agents from and against any third-party claim, liability, damage, loss, cost, or expense (including reasonable attorneys' fees) arising out of or relating to: (a) your Client Content; (b) your use of the Services or Deliverables in violation of law or any third party's rights; (c) your products or services advertised; (d) your failure to obtain required consents for SMS, email, or phone outreach; and (e) your breach of these Terms.

14. Force Majeure

Neither party will be liable for any failure or delay in performance caused by events outside its reasonable control, including acts of God, war, terrorism, civil unrest, strikes, power or internet outages, third-party platform outages or policy actions, pandemics, or governmental orders.

15. Governing Law & Venue

These Terms are governed by the laws of the State of New Jersey, without regard to its conflict-of-laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Somerset County, New Jersey, for any dispute arising out of or relating to these Terms, except that either party may seek injunctive relief in any court of competent jurisdiction.

16. Dispute Resolution

Before filing any lawsuit, the parties will attempt in good faith to resolve any dispute through direct negotiation between senior representatives for at least thirty (30) days. If the dispute is not resolved, the parties may submit the dispute to non-binding mediation before proceeding to court.

17. Electronic Signatures & Communications

You consent to receive communications from us electronically, including by email, SMS (where opted in), and in-app notifications. You agree that electronic signatures, click-to-accept acknowledgements, and records satisfy any legal requirement for an original signature or writing.

18. Changes to These Terms

We may modify these Terms from time to time. Updated Terms will be posted on our Site with a revised "Last Updated" date. Material changes will be communicated by email or other reasonable means. Continued use of the Services after the effective date of the updated Terms constitutes acceptance of the changes.

19. Miscellaneous

- **Entire Agreement:** These Terms, together with the Privacy Policy and any SOW, constitute the entire agreement and supersede all prior proposals, negotiations, and discussions.
- **Severability:** If any provision is held unenforceable, the remaining provisions remain in full force and effect.
- **No Waiver:** A party's failure to enforce a provision is not a waiver of its right to enforce that provision later.
- **Assignment:** You may not assign these Terms without our prior written consent. We may assign these Terms to a successor in connection with a merger, acquisition, or sale of assets.
- **Independent Contractors:** The parties are independent contractors; these Terms do not create any partnership, joint venture, agency, or employment relationship.

- **Notices:** Notices to us must be sent to the contact information below and are effective upon written acknowledgment of receipt.
- **Headings:** Headings are for convenience only and do not affect interpretation.

20. How to Contact Us

Company:	HasMedia
Mailing Address:	13 E. Somerset St, Raritan, NJ 08869
Phone:	(908) 335-6050
Email:	okan@hasmedia.com
Website:	https://hasmedia.com

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