

Terms of Engagement

Last updated: 16 March 2026

These Terms of Engagement apply to services provided by **JF Digital Limited** (“we”, “us”, or “our”) to the client receiving the Services (“you” or “your”).

Introduction

These Terms of Engagement explain how we work together when we provide PPC (pay-per-click) management services.

They are designed to set clear expectations around responsibilities, payment, and how we handle things if either of us decides to stop working together.

We aim to keep things simple and fair. If you ever have questions about these terms you are always welcome to ask.

Plain English Summary

The points below summarise the key aspects of these Terms of Engagement. They are provided for convenience only — the full terms appear below.

- We provide PPC campaign management and related services.
- Advertising spend is paid directly by you to the advertising platform.
- Our fees are outlined in our estimate, proposal, or invoice.
- You may stop the Services at any time by notifying us in writing.
- We manage campaigns with professional care, but advertising results cannot be guaranteed.
- Our liability is limited to one month of service fees.

1. Acceptance

1.1 Any instruction from you asking us to begin providing Services constitutes acceptance of these Terms of Engagement.

1.2 These Terms of Engagement may be updated from time to time. The current version will always be available on our website.

2. Services

2.1 The Services we provide will be described in our estimate, proposal, or invoice and are based on the information you provide to us.

2.2 If the scope of the Services changes or additional work is requested, we may revise our estimate, proposal, or invoice. Any changes must be agreed in writing.

2.3 If either party becomes aware of anything that may materially affect the scope or timing of the Services, that information should be communicated to the other party as soon as practicable.

3. Payment

3.1 Payment terms will be outlined in our estimate, proposal, or invoice.

3.2 Unless otherwise agreed in writing, invoices must be paid within fourteen days of the invoice date.

3.3 If an invoice remains unpaid, we may suspend the Services until payment is received.

3.4 If payment is overdue, we may charge interest of up to 15% per annum calculated daily on the outstanding amount.

3.5 You agree to reimburse us for reasonable costs incurred in recovering overdue payments, including legal or debt collection costs.

3.6 All fees and expenses are subject to GST where applicable.

3.7 We may also invoice you for agreed expenses or third-party costs incurred in providing the Services where these are not paid directly by you.

4. Your Obligations

4.1 You agree to provide accurate and complete information required for us to perform the Services.

4.2 If any information you provide is confidential, please notify us and we will take reasonable steps to maintain its confidentiality except where disclosure is required to perform the Services.

4.3 **Reliance on Client Information**

We rely on the accuracy of information and materials provided by you when delivering the Services. We are not responsible for errors, delays, or performance issues arising from inaccurate or incomplete information supplied by you.

5. Intellectual Property

5.1 Any intellectual property created by us specifically for you in delivering the Services will belong to you once all outstanding invoices have been paid.

5.2 You grant us a perpetual, royalty-free licence to use any work created during the Services for our internal processes or for use with other clients.

5.3 Intellectual property owned by either party before the Services begin remains the property of that party.

5.4 We retain ownership of our processes, systems, and methodologies used to provide the Services.

6. Warranties and Liability

Professional Standard

6.1 We will perform the Services with reasonable care and skill consistent with the nature of the Services being provided.

Advertising Risk

6.2 You authorise us to manage PPC campaigns on your behalf. Advertising spend is incurred by you as the advertiser and paid directly to the advertising platform by you. As with any advertising activity there are risks associated with advertising performance and spend levels, which remain the responsibility of the advertiser.

No Guarantee of Results

6.3 While we apply professional skill and care in managing PPC campaigns, we cannot guarantee specific outcomes such as leads, sales, conversion rates, or return on advertising spend. Advertising performance can be affected by factors outside our control including competition, market conditions, website performance, and changes made by advertising platforms.

Limitation of Liability

6.4 If we breach these Terms of Engagement, our liability is limited to losses that were reasonably foreseeable and directly caused by that breach.

6.5 Any claim relating to the Services must be made in writing within 12 months of the Services being provided.

Liability Cap

6.6 Our total liability to you, whether in contract, negligence, or otherwise, is limited to the amount paid by you for one month of Services.

Consequential Loss

6.7 We are not liable for any indirect or consequential loss including loss of profit, revenue, or business opportunity arising from the Services.

Force Majeure

6.8 Neither party is liable for delays or failure to perform obligations due to events beyond reasonable control, including natural disasters, strikes, or government restrictions.

Indemnity

6.9 You agree to indemnify us against losses or costs arising from your breach of these Terms of Engagement.

Contracting Out of Consumer Legislation

6.10 The parties agree that no warranties or guarantees or other terms are to be implied into this agreement, including under the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and the Contract and Commercial Law Act 2017 or otherwise. We and you agree that we are supplying and you are acquiring goods and services for business purposes, and are each in trade, and pursuant to the Fair Trading Act 1986 (FTA), section 5D the parties contract out of FTA sections 9, 12A, 13 and 14(1) and pursuant to the Consumer Guarantees Act 1993 (CGA), section 43 the parties agree that the provisions of the CGA do not apply to this Agreement.

7. Termination

7.1 You may stop the Services at any time by providing written notice.

7.2 We may stop providing the Services by giving 30 days written notice.

7.3 Upon termination we may issue a final invoice for any time and expenses incurred but not previously invoiced.

8. Disputes

8.1 If a dispute arises, both parties will attempt to resolve the matter in good faith.

8.2 If the dispute cannot be resolved within 10 working days, either party may refer the matter to mediation through the Arbitrators and Mediators Institute of New Zealand.

9. Privacy and Confidentiality

9.1 You authorise us to collect and use information about you for the purpose of providing the Services, assessing creditworthiness, or recovering unpaid invoices.

9.2 Each party agrees to keep confidential any non-public information obtained in connection with the Services.

10. General

10.1 If any provision of these Terms is invalid or unenforceable, the remaining provisions remain in force.

10.2 These Terms are governed by the laws of New Zealand.

10.3 If there is any inconsistency between these Terms and an estimate, proposal, or invoice, the terms in the estimate, proposal, or invoice will prevail.

10.4 Unless otherwise advised, we may communicate with you via email regarding the Services.