

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS WHICH APPLY TO YOUR ORDER

SWIFT KICK IN THE ADS MEMBERSHIP TERMS AND CONDITIONS

- ***Your Kickstart payment includes a 1 year membership to "Swift Kick In The Ads" as well as lifetime access to the "4 Week Facebook Ads Bootcamp".***
- At the conclusion of the initial 1 year term you may choose to continue by purchasing a monthly recurring membership.
- Refunds are not provided for partial or non-use of the Membership.
- You may not reactivate your membership for 3 months following cancellation.
- A valid mailing address and email address must be provided to subscribe.
- By subscribing you agree to receive marketing updates from The Digital Gal in either electronic or paper form.
- Cancelling your subscription will result in loss of access to the "Swift Kick In The Ads" training library and Facebook Group, but you will not lose access to the "4 Week Facebook Ads Facebook Group".
- Dates of scheduled training events are subject to change.
- Your subscription price is locked in at the time of your subscription. If you cancel and then reactivate your membership, you will be subject to the current rate at the time you reactivate.
- If the payment processing platform used by The Digital Gal is changed, you will be given notice and 30 days to update your payment information on the new platform, failing which your membership will terminate.
- Memberships are non-transferable.
- The Digital Gal may from time to time send perks or gifts to members. If you are located outside of North America, The Digital Gal reserves the right to substitute alternate perks or gifts from those sent to members in North America.

1 ON 1 CONSULTATIONS TERMS AND CONDITIONS

- ***3 single hour consultations are included in the Kickstart Program fee.***
- Your 3 hours of coaching sessions must be booked and completed within the month you have registered for, spanning a maximum of 4 weeks.
- Sessions do not include any pre or post work.
- **RESCHEDULING:**
 - A single coaching call can be rescheduled at no charge up to one time as long as notice is given at least 24 hours in advance of the originally scheduled session date & time.
- **CANCELLATIONS**
 - Failure to give less than 24 hours notice will result in a cancellation.
 - Failure to attend your scheduled session up to 15 minutes after the scheduled start time will result in a cancellation.
 - Cancellations are non-refundable.

- o Cancellations will incur a \$50 USD to be rescheduled.
- **RECORDINGS**
 - o Sessions may be recorded for you upon request and will remain available for a period of 90 days.
 - o Any audio or video recordings and transcripts of the call shared with you are confidential, for your eyes only, and cannot be shared with any third parties without written consent from The Digital Gal Inc.
 - o Recordings of the call may be shared with employees or contractors of The Digital Gal Inc. for the purpose of performing work on behalf of your business.
- Sensitive data, business identifying information or personal information shared during the consultation is kept confidential and never shared publicly.

DONE FOR YOU FACEBOOK AD CAMPAIGN

- **1 single Facebook ad campaign creation is included in your Kickstart Package fee.**
- Excludes ad spend
- Includes setting up audiences and targeting for this campaign.
- Ad campaign is to be created within the month you have registered for.
- You can choose to run the campaign when it has been created or leave it as a draft until you are ready to turn the campaign on. *(For example, this may apply to businesses with specific ad timelines that fall outside of the month you have registered for.)*
- The ad campaign created for you is custom and unique to your business and will be created in collaboration with your input based on your business needs.
- You can provide ad copy, images, videos, or other assets to be incorporated in your ads, otherwise The Digital Gal Inc. will create those assets for you with your approval. You must own or have permission to use any assets you provide for the ad.

GENERAL TERMS AND CONDITIONS

All parties who purchase a membership, subscription or other product from The Digital Gal agree that the purchase and/or the use of The Digital Gal's products is subject to the following terms and conditions of use (the "Terms and Conditions") and other applicable law. If you do not agree to be bound by the Terms and Conditions, please do not place an order from this website.

Copyright and Trademarks

All graphics or logos displayed on or associated with The Digital Gal and its products (collectively, the "Work"), is owned by and is the sole property of The Digital Gal, is copyrighted as a collective work under the laws of Canada and is protected by other applicable intellectual property laws and treaty provisions. The Work includes works that are licensed to The Digital Gal. Permission is granted to electronically copy and print hard copies of portions of the Work for the sole purpose of

placing an order with The Digital Gal or purchasing The Digital Gal products. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, make use of the Work solely for your own non-commercial use, to place an order with The Digital Gal or to purchase The Digital Gal products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the Work is strictly prohibited, unless expressly authorized by The Digital Gal. All trademarks, service marks and trade names of The Digital Gal are registered trademarks of The Digital Gal.

No Unlawful or Prohibited Use

You agree that you will not make use of The Digital Gal products for any purpose that is unlawful under the laws of your home jurisdiction.

These Terms and Conditions to Prevail

All orders, regardless of how they are placed, are specifically subject to all the Terms and Conditions. No change, alteration, deletion or modification of any of the Terms and Conditions is permitted. orders placed on forms deviating from these Terms and Conditions will be accepted strictly on the basis that these Terms and Conditions will prevail.

Disclaimer of Warranties, Limitation of Liability and Release of Claims – Marketing Assistance and Website Content

The Digital Gal offers marketing assistance and other services as a convenience to The Digital Gal customers. The Digital Gal personnel strive to provide useful information regarding The Digital Gal products and strategies to customers upon request, and on the The Digital Gal website. The Digital Gal does not guarantee or make any representations or warranties that any information or recommendation provided to customers directly by The Digital Gal personnel or on the website is accurate, complete, reliable, current or correct, or will cause the customer to achieve the business results that the customer expects, and The Digital Gal shall have no responsibility or liability whatsoever in connection with any information or recommendation provided including for any errors, omissions or inaccuracies in such information or recommendation or in connection with any customer's or any third party's reliance on any information or recommendation provided or the contents of the website. The customer is solely responsible for analyzing and determining the appropriateness of any information or recommendation provided by The Digital Gal personnel, and any reliance on such information or recommendation is at the customer's sole risk and discretion. Accordingly, the customer shall release and hold The Digital Gal harmless from and against any and all loss, liability, and damage incurred by the customer or any third party as a result of any information or recommendation provided to the customer or the customer's reliance on such information or recommendation.

Indemnification

You agree to indemnify, defend, and hold harmless The Digital Gal, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including legal fees on a solicitor and client basis, resulting from any violation of these Terms and Conditions.

Communications Not Confidential

The Digital Gal does not guarantee the confidentiality of any communications made via email.

Governing Law

These Terms and Conditions are governed by the laws of the Province of British Columbia and the applicable laws of Canada and these laws apply to the purchase and sale and use of The Digital Gal products by you, notwithstanding your domicile, residency or physical location. The Digital Gal products are intended for use only in jurisdictions where their use is lawful.

General Provisions

These Terms and Conditions constitute the entire agreement between The Digital Gal and you pertaining to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and The Digital Gal. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The Digital Gal's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provisions or right. If any of the provisions contained in these Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.

Miscellaneous

Neither The Digital Gal or you shall assign, transfer, delegate or subcontract any of the rights or obligations under an order without the prior written consent of the other party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment shall relieve either party of any of its obligations hereunder. No modification, alteration or amendment of an order shall be binding unless agreed to in writing and signed by the parties. No waiver by any party of any of the provisions of an order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the order by either party shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege.