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## TERMS OF SERVICE

**Terms of Service - please read carefully before accessing and using Optads site services.**

Terms of Service apply to **all users of the Optads site**, without limitation.

All information, tools and services available for use from this site is conditional upon acceptance of all Terms of Service stated here.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service.

### Service provision

Services take the form of Scripts that are downloaded and run on a user's Google AdWords account.

**ONE Optads account per AdWords Account** or MCC (My Client Centre) for managing multiple client accounts.

**5 Day Trial is Completely Free.** Upon trial expiry, you will be asked for card details on login.

Once credit card details are entered you will be **automatically charged every 30 days until cancellation has been requested** and accepted via email.

### Cancellation policy

You can cancel by emailing **info@optads.com** or completing our **Contact Form**.

**PLEASE NOTE: The account will only be cancelled if the email has been received and confirmed by Optads.**

### Limitation of Liability

You expressly agree that your use of, or inability to use, the service is at **your sole risk**.

The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

Optads is **not responsible** for any and all changes that occur on the AdWords account.

**You agree to accept sole responsibility** for all monitoring and managing of each script, as necessary.

Optads is **not responsible** for any script settings that result in unwanted actions on the AdWords account due to the incorrect setup of the script by you (the Client).

**Any abuse, either intended, accidental or inadvertent** of the 5 Day Trial will cause your AdWords Account or MCC to be immediately suspended from the Optads site service, and linking terminated.

We have made every effort to describe as accurately as possible the functionality of our script services.

All descriptions of our services are subject to change at anytime without notice, at the sole discretion of Optads. We reserve the right to discontinue any product at any time. Any offer for any service made on this site is void where prohibited.

We do not warrant that the quality of services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

**In no case shall Optads be liable** for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

## **Indemnification**

You agree to indemnify, defend and hold harmless, Optads, from any claim or demand, including reasonable lawyers' fees, made by any third-party due to or arising out of your breach of these Terms of Service.

## **Data Privacy**

Optads cannot, and will not, share any client data with third parties.

Optads cannot, and will not, share any AdWords account data with third parties.

## **OPTADS LTD**

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