**Link:** https://metaprosupport.com/tos/

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**MetaPro Support Terms of Service**

Last Modified: Dec 12, 2022

These General Terms, the Acceptable Use Rules and the Payment Terms, (collectively, the “MetaPro Support Terms”) govern access to and use of any websites, products or services (collectively “Services”) offered by MetaPro Support LLC (“MetaPro Support” or “we”).

OUR SERVICES ARE NOT FOR CONSUMERS OR PRIVATE OR HOUSEHOLD PURPOSES, ONLY FOR BUSINESSES AND PROFESSIONAL USERS. YOU MUST NOT ACCESS OR USE OUR SERVICES, UNLESS (A) YOU ARE ACTING IN A BUSINESS OR PROFESSIONAL CAPACITY, (B) YOU ACCEPT THE MetaPro Support TERMS ON BEHALF OF YOURSELF AND, IF APPLICABLE, YOUR ORGANIZATION, AND (C) IF YOU ARE ACTING ON BEHALF OF YOUR ORGANIZATION, YOU ARE AUTHORIZED TO DO SO. IF YOU ACCESS OR USE ANY OF OUR SERVICES, THE MetaPro Support TERMS FORM A LEGALLY BINDING CONTRACT BETWEEN YOU AND, IF APPLICABLE, YOUR ORGANIZATION (COLLECTIVELY REFERRED TO AS “YOU” HEREINAFTER) AND METAPRO SUPPORT.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 12 BELOW OR WHERE PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT DISPUTES BETWEEN YOU AND METAPRO SUPPORT WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

**1. General and Service-Specific Terms, Changes**

1.1 MetaPro Support Terms. These General Terms, the Acceptable Use Rules and the Payment Terms apply to all Services.

1.2 Changes. We reserve the right to change our Services, pricing, any MetaPro Support Terms, notices (such as our Privacy Policy and Copyright Notice) and any other terms and conditions, at our sole discretion, with or without prior notice. If the change has a material adverse impact on you, and you have contracted and prepaid for a certain term, you may notify us within 30 days after being informed of that change that you do not agree with the change. If you do so, we will delay applying the change to you until your prepaid term ends, or, at our sole and absolute discretion, allow you to cancel your account, and we will refund any prepaid amount pro rata to you. If you use our Services after your prepaid term ends, all changes to our Services, pricing, MetaPro Support Terms, notices, and any other terms and conditions will apply to you.

**2. Your Rights and Obligations**

2.1 Access to Services. We grant you a non-exclusive, non-transferable, revocable, limited, personal right to access our Services. We do not authorize other use or access, including, without limitation, by robots, spiders, crawlers and scraping technologies. You are responsible for setting your own username and password (“Login Information”) and should not allow any third party to access or use your Login Information. You are responsible for all individuals that access the Services through your Login Information (“Authorized Users”). You and your Authorized Users may use the Services only for your own business, not to access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services.

2.2 Advertising Platform Account. We provide you with technical functionality which allows you to publish and manage ads on third party advertising platforms (“Advertising Platforms”), including Facebook, Instagram and Google. Therefore, in order to use our Services, you must be a registered Advertising Platform user and have an advertising account with one or more Advertising Platforms. You agree that we may receive payments from the Advertising Platforms based on your ad spend, pursuant to our agreements with the Advertising Platforms.

2.3 Ads Content. You are solely responsible for all Ads Content that you or your Authorized Users upload, publish, display, link to, or otherwise make available via the Services. We have the right but no obligation to review, filter, block, or remove any Ads Content that you publish or make available via our Services. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR ADS CONTENT POSTED ON OR MADE AVAILABLE THROUGH OUR SERVICES BY YOU OR ANY OTHER THIRD PARTY. “Ads Content” includes all information, text, images, photos, videos, audio, documents and other content in any media and format which is provided or made available to us in connection with your use of the Services.

**3. Third Party Content and Services**

3.1 We are not responsible for any services provided by the Advertising Platforms, or for any other services, information or content accessed or purchased through MetaPro Support, which you may be able to access, use or connect to with our Services (together with the Advertising Platform services, the “Third-Party Services”). If you access a Third-Party Service through us, you do so at your own risk. When accessing any Advertising Platform services, you are responsible for complying with all of the terms, conditions, policies and guidelines which the applicable Advertising Platforms impose on their users (the “Third-Party Terms”), including (but not limited to) those published at:

https://www.facebook.com/terms.php and https://www.facebook.com/policies/ads/ in respect of Facebook services

https://help.instagram.com/581066165581870 and https://help.instagram.com/1554245014870700 in respect of Instagram services

https://policies.google.com/terms?hl=en and https://support.google.com/adspolicy/answer/6008942?hl=en in respect of Google services

You remain responsible for the payment of the ads purchased through our Services directly to the Advertising Platforms.

3.2 You understand that we have the right but no obligation to preview, verify, flag, modify Ads Content and that you must bear all risks associated with the publishing of ads on the Advertising Platforms. You also agree that Services interoperate with the Advertising Platforms, and that our Services are highly dependent on the availability of the Advertising Platforms. If at any time the Advertising Platforms cease to make their features or programs available to us on reasonable terms, we may cease to provide access to such features or programs to you. We assume no responsibility or liability related to Ad Content or to any Ad Content not being transferred to or published on the Advertising Platforms as a result of a malfunction in our Services.

**4. Confidentiality and Data Protection**

4.1 Confidentiality. If we share non-public information about our Services, you must keep it confidential and use reasonable security measures to prevent disclosure or access by unauthorized persons.

4.2 Personal Data. We will not use or control any of the personal data that you process with our Services, we merely offer you tools with which you can process data. You must comply with all applicable data privacy and data protection laws. As per our Acceptable Use Rules, our Services shall not be used to process any sensitive personal information as defined in the Data Protection Directive 95/46.

**5. Intellectual Property**

5.1 Ads Content. You retain all right, title and interest to your Ads Content which you may upload to or with our Services. We will not use your Ads Content except for purposes of providing, supporting and improving our Services and in full compliance with all MetaPro Support Terms.

5.2 Feedback. You may from time to time provide suggestions, comments or other feedback to MetaPro Support with respect to the Services (“Feedback”). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for us. Notwithstanding the foregoing, we will not disclose to any third party that you are the source of any Feedback. You shall, and hereby do, grant to us a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

5.3 Services.

We retain all right, title, and interest in and to the Services.

**6. Free Trials, Charges and Payment Terms**

You must timely pay all applicable fees based on our Payment Terms, except with respect to Services that we expressly offer free of charge. If you sign up for a free trial period for a Service that is subject to charges, we may require you to provide us with a valid credit card or other payment method and start charging you automatically on the first day after the free trial is over, unless you cancel your account before the end of the free trial period. You remain responsible at all times for the direct payment of the ads purchased through our Services to the Advertising Platforms.

**7. Cancellation**

The MetaPro Support Terms shall remain in effect until either of us terminate them in accordance with this Section 7.

7.1 Cancellation of Services. You can cancel your Services at any time by following the cancellation procedure published here. If you cancel paid Services, you must pay throughout any agreed term and you are not entitled to any refunds.

7.2 Cancellation by MetaPro Support. We may also cancel your Services, at our sole discretion, for any reason, without notice at any time. If you prepaid for Services for a specified term, and we terminate your Services under this section, we shall offer a pro rata refund of the prepaid fees.

7.3 Termination for Cause. We may both terminate the MetaPro Support Terms, effective immediately, if the other party commits a material breach of the MetaPro Support Terms and fails to remedy such breach within thirty (30) days of receiving a written request to cure. Additionally, we may suspend or terminate your access to the Services if you violate any Acceptable Use Rules or Third-Party Terms, or use the Services in a way that creates risk or possible legal exposure to us, other customers or others. If you terminate the MetaPro Support Terms for cause, we will refund any prepaid fees as of the termination date.

7.4 Effects of Termination. Upon cancellation or termination of the Services by either party for any reason: (i) we will cease providing you Services and you will no longer be able to access your account; (ii) unless otherwise provided in these MetaPro Support Terms, you will not be entitled to any refunds, and you shall pay us all unpaid amounts owing. All provisions of the MetaPro Support Terms that by their nature are intended to survive, including but not limited to any disclaimer of warranty and limitation of liability provisions, shall survive the termination or expiry of the MetaPro Support Terms.

**8. Warranty Disclaimer**

8.1 No Express Warranties. WE OFFER THE SERVICES “AS IS,” WITHOUT ANY EXPRESS WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS, UNLESS WE EXPRESSLY AGREE TO A LIMITED WARRANTY WITH A SPECIFIC REFERENCE TO THIS SECTION 8.1.

8.2 Disclaimers. YOU USE ALL SERVICES AT YOUR OWN RISK. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE SPECIFICALLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, AND NONINFRINGEMENT, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT OUR SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. IN ADDITION, WE DISCLAIM ANY RESPONSIBILITY FOR ANY THIRD-PARTY SERVICES (INCLUDING ADVERTISING PLATFORM SERVICES) OR ACTIVITIES, ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ADVERTISING PLATFORMS, ANY HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN (INCLUDING ADS CONTENT). NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE METAPRO SUPPORT TERMS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

**9. Sole Remedy**

IF YOU ARE DISSATISFIED WITH OUR SERVICES OR HARMED BY US OR BY ANYTHING RELATED TO OUR SERVICES, YOU MAY TERMINATE THE MetaPro Support TERMS IN ACCORDANCE WITH SECTION 7, AS APPLICABLE. SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY (AND OUR SOLE AND EXCLUSIVE LIABILITY) FOR ANY BREACH OF CONTRACT.

**10. Indemnification**

You shall defend, indemnify, and hold harmless MetaPro Support, and our affiliates, directors, officers, employees, and agents from and against all claims, losses, damages, penalties, liability, and costs, including reasonable attorneys’ fees, of any kind or nature that are in connection with or arising out of a claim (a) alleging that your Ads Content infringes or violates the intellectual property rights, privacy rights, or other rights of a third party or violates any applicable law; (b) relating to, or arising from, Ads Content or your breach of any MetaPro Support Terms or (c) relating to, or arising from, your use of any Third-Party Services (including your breach of any Third-Party Terms).

**11. Limitation of Liability**

11.1 CAP. OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE GREATER OF (A) THE FEES WE RECEIVED FROM YOU FOR THE SERVICES SUBJECT TO THE CLAIM DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE AND (B) US$500.

11.2 EXCLUSION. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, OR DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES OR ANY OTHER ASPECT OF THE METAPRO SUPPORT TERMS. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

11.3 SCOPE. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 SHALL (A) ALSO BENEFIT OUR AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS, (B) APPLY TO ANY CLAIMS BROUGHT BASED ON ANY CAUSE OF ACTION, INCLUDING BREACH OF CONTRACT, TORT, STATUTE OR OTHER LEGAL THEORY, AND (C) NOT APPLY IF YOU CAN PROVE THAT: (I) OUR NEGLIGENCE CAUSED DEATH OR PHYSICAL INJURY; (II) WE CAUSED DAMAGES INTENTIONALLY OR WITH WILLFUL MISCONDUCT; OR (III) APPLICABLE LAW DOES NOT ALLOW A LIMITATION AS CONTEMPLATED IN THE METAPRO SUPPORT TERMS (IN WHICH CASE THE LIMITATIONS OF LIABILITY IN THE METAPRO SUPPORT TERMS SHALL BE REDUCED TO THE MAXIMUM LIMITATION THAT IS VALID AND ENFORCEABLE UNDER APPLICABLE LAW).

11.4 BASIS OF BARGAIN. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 11 IS TO ALLOCATE THE RISKS UNDER THESE METAPRO SUPPORT TERMS BETWEEN THE PARTIES AND LIMIT METAPRO SUPPORT’S POTENTIAL LIABILITY IN APPROPRIATE RELATION TO THE FEES CHARGED UNDER THE METAPRO SUPPORT TERMS, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE METAPRO SUPPORT TERMS.

**12. Governing Law, Arbitration, Class Action Waiver**

12.1 Choice of Law. These MetaPro Support Terms and any dispute arising out of or in connection with these MetaPro Support Terms or Services (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of these MetaPro Support Terms, by and under the laws of the State of California, without giving effect to conflicts of law principles thereof.

12.2 Exclusive Jurisdiction, Jury Trial Waiver. Except as provided in Subsection 12.3 and 12.4, all Disputes shall be subject to, and the parties irrevocably accept the exclusive jurisdiction of the state and federal courts located in San Francisco. The parties irrevocably waive any right to a trial by jury.

12.3 Injunctive Relief. Either party may, at its sole discretion, seek injunctive relief in any court of competent jurisdiction (including, but not limited to, preliminary injunctive relief). Also, the provisions of this Section 12.3 may be enforced by any court of competent jurisdiction.

12.4 Binding Arbitration. Except as provided in Section 12.3, all Disputes shall be finally resolved by binding arbitration before three (3) arbitrators pursuant to the rules (“Rules”) and under the auspices of the American Arbitration Association. In accordance with the Rules, each party shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator. The arbitrators shall be knowledgeable in the chosen law and the online advertising industry. At either party’s request, the arbitrators shall give a written opinion stating the factual basis and legal reasoning for their decision. The arbitrators shall have the authority to determine issues of arbitrability and to award compensatory damages, but they shall not award punitive or exemplary damages. The parties, their representatives, and any other participants shall hold the existence, content, and result of arbitration in confidence. The arbitration proceedings shall be conducted in the English language and take place in San Francisco, California, or any other place on which all three arbitrators agree unanimously.

12.5 Class Action Waiver. YOU AND HOOTSUITE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Hootsuite agree, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding.

12.6 Attorneys Fees. If it is necessary for either party to retain the services of an attorney or attorneys to enforce the terms of these MetaPro Support Terms or to file an action to enforce any of the terms, conditions or rights contained herein, or to defend any action, then the prevailing party in any such action will, subject to Section 11, be entitled to recover from the other party its reasonable fees for attorneys and expert witnesses, plus such costs and expenses as may be fixed by any arbitration panel or court of competent jurisdiction.

**13. Export Compliance and Use Restrictions**

You shall not use or access the Services if you are located in any jurisdiction in which the provision of the Services is prohibited under U.S. or other applicable laws or regulations (a “Prohibited Jurisdiction”) and you shall not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) you are not named on any U.S. government list of persons or entities prohibited from transaction with any U.S. person; (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) you shall not allow Authorized Users to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) you shall comply with all applicable laws regarding the transmission of data exported from the country in which you (or your Authorized Users) are located.

**14. Miscellaneous**

14.1 Assignment. You may not assign or otherwise transfer any of your rights or obligations hereunder, whether by merger, sale of assets, change of control, operation of law, or otherwise, without our prior written consent. Any attempted assignment or transfer without such consent will be void. We may freely assign or delegate all rights and obligations under these MetaPro Support Terms, fully or partially, without notice to you. We may also substitute by way of unilateral novation, effective upon notice to you, any third party that assumes our rights and obligations under these MetaPro Support Terms.

14.2 Severability. Each provision of these MetaPro Support Terms is severable. If any provision of these MetaPro Support Terms is or becomes illegal, invalid, or unenforceable in any jurisdiction, the illegality, invalidity, or unenforceability of that provision will not affect the legality, validity, or enforceability of the remaining provisions of these MetaPro Support Terms or of that provision in any other jurisdiction.

14.3 Force Majeure. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party’s reasonable control, including without limitation: if one or several third parties change their offerings or terms or no longer offer their services to you or MetaPro Support at reasonable terms; denial of service attacks; acts of God; acts of war; acts of terrorism; labor disruptions; and any laws, orders, rules, regulations, acts, or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

14.4 Entire Agreement. These MetaPro Support Terms constitute the entire agreement between the parties with respect to the use of the Services and supersede any prior or inconsistent agreements, negotiations, representations, and promises, written or oral, with respect to the subject matter and is binding upon the parties and their permitted successors and assigns. We do not accept and we hereby expressly reject any additional terms that you may present, including, without limitation, terms in a unilateral notice from you to us or preprinted on a purchase order form or any other form generated by you; any such terms shall be null and void.

**MetaPro Support Marketing Services – Campaign Review Terms**

The following Campaign Review Terms are specific to the service of CAMPAIGN REVIEWS (each a “Campaign Review”) offered by MetaPro Support LLC (“MetaPro Support” or “we”), and delivered by MetaPro Support or one of its marketing partners (each a “Marketer”). In these Campaign Review Terms, “you”, “your”, “Client”, and similar terms mean the person or legal entity requesting a Campaign Review. For the avoidance of doubt, if you request a Campaign Review on behalf of a company (such as your employer) or other legal entity, “you”, “your” or “Client” means the company or other legal entity on whose behalf you are requesting a Campaign Review.

These Campaign Review Terms are in addition to the MetaPro Support Terms of Service published at: https://metaprosupport.com/tos/ (the “MetaPro Support Terms”). Any terms we use in these Campaign Review Terms without defining them have the definitions given to them in the MetaPro Support Terms. These Campaign Review Terms will prevail to the extent of any conflict with the MetaPro Support Terms.

By requesting and paying for a Campaign Review, the Client expressly agrees to the MetaPro Support Terms and these Campaign Review Terms.

1. MetaPro Support or one of the Marketers will provide the Client with one (1) review of an advertising campaign on a single Advertising Platform, delivered to the Client in video-screencast format (the “Video”).
2. For Clients with paid MetaPro Support accounts, the Video will be recorded on MetaPro Support’s interface. For Clients without MetaPro Support accounts, the Video will be recorded directly on the Client’s Advertising Platform account.
3. Campaign Reviews are available only during business days; if requested outside of normal business days, a Campaign Review will be completed and delivered on the next business day. A Campaign Review can be provided only in the languages offered by MetaPro Support at the time the Campaign Review is requested.
4. The Client acknowledges that MetaPro Support and one of its Marketers will access the Client’s Advertising Platform account, and MetaPro Support account where applicable, for the sole purpose of conducting the Campaign Review. Such access will cease as soon as the Campaign Review has been completed.
5. For Clients without a paid MetaPro Support account requesting a Campaign Review for the first time, MetaPro Support will create a dashboard accessible by the Client, where that Campaign Review and any future Campaign Reviews will be delivered and stored; if the Client later opens a paid MetaPro Support account, the Client will get access to a new dashboard within the MetaPro Support interface, and all Campaign Reviews delivered previously will be transferred into this new dashboard. A Client cancelling a paid MetaPro Support account will lose access to both dashboards, including all Campaign Reviews; however, all Campaign Reviews completed by MetaPro Support will be retained by MetaPro Support for a minimum of one (1) year and will become available to the Client if the Client reopens a paid MetaPro Support account.
6. If the Client makes a mistake during the request process (e.g.: selects the wrong campaign, forgets to add comments to the request, etc.), the Client may notify MetaPro Support of this mistake by email to support@MetaPro Support.com; the Campaign Review may be cancelled and payment for it will be refunded while the Campaign Review request status shows on the Client’s MetaPro Support dashboard as ‘Requested’. A Campaign Review cannot be cancelled, nor will any refund by provided, when the Campaign Review request status shows on the Client’s MetaPro Support dashboard as ‘Assigned’, ‘Completed’ or ‘Delivered’.
7. The Campaign Review will be done in a cloned version of the original campaign for which the Client requested the Campaign Review. After completion of the Campaign Review, this copied campaign will be deleted from the client’s Advertising Platform account. MetaPro Support will not work directly on any of the Client’s existing campaigns, other than on the one for which the Campaign Review is requested, and only for analysing its data and results.
8. A Campaign Review does not include follow up emails or calls to obtain more information about what is explained in the video. The Client may contact MetaPro Support via support@MetaPro Support.com to report mistakes in the Campaign Review’s content or process.
9. MetaPro Support does not allow its Marketers to contact the Client directly; any attempt to obtain information by a third party on behalf of MetaPro Support should be considered by the Client as suspicious and reported to support@MetaPro Support.com; this is the only mailbox from which MetaPro Support will communicate with the Client if required. Reciprocally, the Client shall not contact the Marketer delivering the Campaign Review directly; MetaPro Support may ban the Client from requesting additional Campaign Reviews, or using any other MetaPro Support services, for any breach of the foregoing restriction.
10. MetaPro Support will provide Campaign Reviews in compliance with MetaPro Support’s Privacy Policy. MetaPro Support will not share any of the information contained in the client’s Advertising Platform account with any third parties other than the Marketer assigned to perform the requested Campaign Review, and only during the time the Campaign Review status shows as ‘Requested’ or ‘Assigned’ in the Client’s dashboard.
11. MetaPro Support retains all rights and interests in the Videos, and grants to the Client a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free license to download the Video and share it or store it “as it is”. The Client shall not edit or modify the Video in any way, without the prior written approval of MetaPro Support; MetaPro Support may ban the Client from requesting additional Campaign Reviews, or using any other MetaPro Support services, for any breach of the foregoing restriction.
12. MetaPro Support will not publish a campaign on the Client’s Advertising Platform account as part of the Campaign Review, nor modify any element of the Client’s Advertising Platform account, including (but not limited to): audiences, pixels, conversions, campaigns (and all its associated components and setting), users accessing the Advertising Platform account, or payment methods.
13. The Client acknowledges and agrees that MetaPro Support is not responsible for: (a) sending any appeals to any Advertising Platform for rejected campaigns; or (b) the performance of the campaign for which a Campaign Review is requested (or for any other of the Client’s campaigns), whether or not the Client applied any suggestions provided in a Campaign Review.
14. MetaPro Support reserves the right to reject a Campaign Review for any reason, in its sole discretion; without limiting the foregoing, MetaPro Support may reject a Campaign Review if: (a) the campaigns violate any Third-Party Terms; (b) the Campaign Review would be substantially similar to another Campaign Review delivered recently to the same Client; or (c) the Campaign Review would not result in any suggested changes. If a Campaign Review is rejected, MetaPro Support will inform the Client of the rejection by email, and refund the fee paid for the Campaign Review to the Client.

**MetaPro Support Marketing Services – Coaching Terms**

The following Coaching Terms are specific to the service of COACHING (“Coaching”) offered by MetaPro Support LLC (“MetaPro Support” or “we”), and delivered by MetaPro Support or one of its marketing partners (each a “Marketer”). In these Coaching Terms, “you”, “your”, “Client”, and similar terms mean the person or legal entity requesting Coaching. For the avoidance of doubt, if you request Coaching on behalf of a company (such as your employer) or other legal entity, “you”, “your” or “Client” means the company or other legal entity on whose behalf you are requesting Coaching.

These Coaching Terms are in addition to the MetaPro Support Terms of Service published at: https://metaprosupport.com/tos/(the “MetaPro Support Terms”). Any terms we use in these Coaching Terms without defining them have the definitions given to them in the MetaPro Support Terms. These Coaching Terms will prevail to the extent of any conflict with the MetaPro Support Terms.

By requesting and paying for Coaching, the Client expressly agrees to the MetaPro Support Terms and these Coaching Terms.

MetaPro Support or one of the Marketers will provide the Client with one (1) 60-minute coaching session in the format of a video call over the Internet (the “Call”), and a video of that session recording (the “Recording”). The Call will take place over the Internet using a channel and tool selected by MetaPro Support; Coaching is not provided by telephone or in-person meeting. The Client may be able to connect to the Call by telephone, but only by using a dial-in number provided by MetaPro Support. MetaPro Support is not responsible for the quality and strength of the connection for any Call.

For Clients with paid MetaPro Support accounts, the Video will be recorded on MetaPro Support’s interface. For Clients without MetaPro Support accounts, the Video will be recorded directly on the Client’s Advertising Platform account.

Coaching is available only during business days; if requested outside of normal business days, Coaching will be completed and delivered on the next business day. Coaching can be provided only in the languages offered by MetaPro Support at the time Coaching is requested.

The Client acknowledges that MetaPro Support and one of its Marketers will access the Client’s Advertising Platform account, and MetaPro Support account where applicable, for the sole purpose of understanding the Client’s needs in order to provide Coaching in an effective manner. Such access will cease as soon as the Call has been completed.

For Clients without a paid MetaPro Support account requesting Coaching for the first time, MetaPro Support will create a dashboard accessible by the Client, where the Video (and any Video for a future Coaching request) will be delivered and stored; if the Client later opens a paid MetaPro Support account, the Client will get access to a new dashboard within the MetaPro Support interface, and all Videos delivered previously will be transferred into this new dashboard. A Client cancelling a paid MetaPro Support account will lose access to both dashboards, including all Videos; however, all Videos completed by MetaPro Support will be retained by MetaPro Support for a minimum of one (1) year and will become available to the Client if the Client reopens a paid MetaPro Support account.

If the Client makes a mistake during the request process (e.g.: selects the wrong Advertising Platform account, forgets to add comments to the request, etc.), the Client may notify MetaPro Support of this mistake by email to support@MetaPro Support.com; the Coaching request may be cancelled and payment for it will be refunded if cancellation is requested at least one (1) business day and at least 24 hours prior to the scheduled Call. (For example: if the Call is scheduled for Monday at noon, cancellation must be requested by noon on the Friday before.) Thereafter, the Coaching request may be cancelled prior to the scheduled Call, and 50% of the paid fee will be refunded.

If the Client does not show up for a scheduled Call, the Client may reschedule the Call once to a new date. If the Client does not show up for a rescheduled Call, then the Coaching request will be cancelled and MetaPro Support will keep the paid fee in full.

MetaPro Support will not work directly on any of the Client’s existing campaigns, nor will MetaPro Support create specific campaigns for the Client. Coaching does not include follow up emails or calls to obtain more information about anything explained during the Call or in the Video. The Client may contact MetaPro Support via support@MetaPro Support.com to report mistakes in the Coaching content or process.

MetaPro Support does not allow its Marketers to contact the Client directly; any attempt to obtain information by a third party on behalf of MetaPro Support should be considered by the Client as suspicious and reported to support@MetaPro Support.com; this is the only mailbox from which MetaPro Support will communicate with the Client if required. Reciprocally, the Client shall not contact the Marketer delivering Coaching directly; MetaPro Support may ban the Client from additional Coaching requests, or using any other MetaPro Support services, for any breach of the foregoing restriction.

MetaPro Support will provide Coaching in compliance with MetaPro Support’s Privacy Policy. MetaPro Support will not share any of the information contained in the client’s Advertising Platform account with any third parties other than the Marketer assigned to perform the requested Coaching, and only during the time the Coaching request status shows as ‘Requested’ or ‘Assigned’ in the Client’s dashboard.

MetaPro Support retains all rights and interests in the Videos, and grants to the Client a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free license to download the Video and share it or store it “as it is”. The Client shall not edit or modify the Video in any way, without the prior written approval of MetaPro Support; MetaPro Support may ban the Client from additional Coaching requests, or using any other MetaPro Support services, for any breach of the foregoing restriction.

MetaPro Support will not publish a campaign on the Client’s Advertising Platform account as part of the Coaching, nor modify any element of the Client’s Advertising Platform account, including (but not limited to): audiences, pixels, conversions, campaigns (and all its associated components and setting), users accessing the Advertising Platform account, or payment methods.

The Client acknowledges and agrees that MetaPro Support is not responsible for: (a) sending any appeals to any Advertising Platform for rejected campaigns; or (b) the performance of the campaign for which Coaching is requested (or for any other of the Client’s campaigns), whether or not the Client applied any suggestions provided in during Coaching.

MetaPro Support reserves the right to reject a Coaching request for any reason, in its sole discretion; without limiting the foregoing, MetaPro Support may reject a Coaching request if: (a) one or more campaigns in the Client’s Advertising Platform account violate any Third-Party Terms; or (b) the Coaching requested would be substantially similar to Coaching recently provided to the same Client. If a Coaching request is rejected, MetaPro Support will inform the Client of the rejection by email, and refund the fee paid for Coaching to the Client.