

Terms of Service

Effective Date: May 20, 2026

1. Agreement to Terms

By accessing or using AdLevel (the "Service"), you agree to these Terms of Service (the "Terms"). If you do not agree, do not use AdLevel.

These Terms are a legally binding agreement between you ("you," "your," or "User") and Brez Marketing LLC, a Florida limited liability company ("Company," "we," "us," or "our").

When you connect a Meta ad account to AdLevel, your use of Meta's platform remains governed by Meta's own Terms of Service and Platform Terms. To the extent of any conflict between these Terms and Meta's terms with respect to Meta data, Meta's terms control.

2. The Service

AdLevel is a business-to-business advertising management platform. The Service helps you read, create, and modify Meta advertising campaigns, ad sets, and ads through Meta's Marketing API; analyze performance; and use an AI assistant (Athena) and an optional autonomous Campaign Agent to recommend or apply changes to your campaigns. The full list of capabilities is described in our Privacy Policy (adlevel.ai/privacy).

AdLevel is not endorsed, certified, or otherwise approved by Meta Platforms, Inc. "Facebook" and "Meta" are trademarks of Meta Platforms, Inc.

3. Account Registration & Ad-Account Connection

To use AdLevel you must (a) create an AdLevel account using your email address and a password, or sign in via Whop OAuth if you purchased AdLevel through a Whop community, and (b) optionally connect one or more Meta ad accounts via Meta's Marketing API OAuth flow. AdLevel does not use Facebook Login for authentication.

By connecting a Meta ad account, you represent and warrant that you have been validly authorized by the account owner or your employer to access and manage that ad account, that your use of AdLevel does not exceed the authority you have been granted, and that you will comply with Meta's policies applicable to that account. You are solely responsible for actions taken on connected ad accounts when you use AdLevel.

You agree to keep your AdLevel credentials secure, enable multi-factor authentication where available, and notify us immediately at support@adlevel.ai of any unauthorized access. You may

revoke AdLevel's access to a Meta ad account at any time from AdLevel Settings → Ad Accounts, or from facebook.com → Settings → Business Integrations.

4. Data Handling

Your use of AdLevel is also governed by our Privacy Policy (adlevel.ai/privacy), which is incorporated by reference. The Privacy Policy describes the categories of data we collect, the sub-processors we engage, and the rights you have over your data.

You may delete your account and associated data at any time from Settings → Privacy → Delete account, or by removing AdLevel from facebook.com → Settings → Business Integrations, which triggers our Meta data-deletion callback automatically.

5. Autonomous Campaign Agent Disclosure

PLEASE READ THIS SECTION CAREFULLY.

AdLevel includes an autonomous “Campaign Agent” that, when you enable it, uses AI inference to pause, activate, or modify your campaigns, ad sets, and ads — including changes to daily budgets — on your behalf, without per-action confirmation. Some actions may require your explicit approval depending on the budget-change threshold you configure; others are applied automatically.

You can disable the Campaign Agent at any time in Settings, after which all campaign changes will require manual confirmation. By enabling the Campaign Agent you accept that AI inferences may be incorrect, that the resulting actions may affect ad spend in ways that differ from a fully manual workflow, and that you remain solely responsible for your spend and campaign outcomes.

6. Ad Spend — You Are Responsible

You acknowledge and agree to the following:

- You are solely responsible for all ad spend incurred on your connected ad accounts, regardless of whether the relevant change was initiated manually, suggested by Athena, or applied by the Campaign Agent.
- AdLevel is not liable for any ad spend (over-spend, under-spend, wasted spend) or for any other financial loss resulting from budget or campaign changes made through the Service.
- AI-driven recommendations and automated actions are not guaranteed to produce a specific result; past performance does not guarantee future performance.
- You should regularly review your account in Meta Ads Manager and set independent account-level spending limits in Meta Ads Manager as a safeguard.
- Meta may change its API, policies, or algorithms at any time, which may affect AdLevel's behavior or available actions.

7. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AD LEVEL IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that: (a) the Service will be uninterrupted, secure, or error-free; (b) results obtained through the Service will be accurate or reliable; (c) AI-driven outputs will improve your ad performance, ROI, or any other business metric; or (d) the Service will meet your specific requirements.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUES, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO YOUR USE OF AD LEVEL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF AD LEVEL WILL NOT EXCEED THE AMOUNTS YOU HAVE PAID TO BREZ MARKETING LLC FOR AD LEVEL IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS (\$100), WHICHEVER IS GREATER.

The exclusions and limitations in this section do **not** apply to: (a) our gross negligence, fraud, or willful misconduct; (b) liability that cannot be excluded or limited under applicable law (including, for consumers in the EU/UK, statutory rights that cannot be waived); or (c) our indemnification obligations under Section 9.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for incidental or consequential damages. In such jurisdictions, our liability is limited to the maximum extent permitted by law.

9. Indemnification

9.1 By you

You agree to indemnify, defend, and hold harmless Brez Marketing LLC and its officers, directors, employees, contractors, and affiliates from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: your use of the Service; your ad content or advertising practices; your violation of these Terms, Meta's policies, or applicable law; or your violation of any third-party right.

9.2 By us — IP infringement

Subject to Section 8, we will defend you against any third-party claim alleging that AdLevel itself (as provided by us, and excluding any modification, combination, or use not authorized by us) infringes a U.S. patent, copyright, or trademark, and will pay damages finally awarded against you by a court of competent jurisdiction or agreed to in a settlement approved by us. Our obligation is conditioned on you giving us prompt written notice of the claim, allowing us sole control of the defense and any settlement negotiations, and providing reasonable cooperation. If AdLevel is, or in our reasonable opinion is likely to become, the subject of an infringement claim, we may, at our option, (i) procure the right for you to continue using AdLevel, (ii) modify AdLevel to be non-infringing, or (iii) terminate the affected portion of the Service and refund any prepaid, unused fees. This Section 9.2 states our entire liability and your exclusive remedy for IP infringement.

10. Subscription, Billing & Auto-Renewal

Subscriptions and billing are processed through Whop. The price, billing cadence, and renewal terms applicable to your plan are presented to you in the Whop checkout flow before you complete purchase; by completing checkout you affirmatively consent to those terms.

- Subscriptions automatically renew at the cadence shown at checkout unless you cancel before the renewal date.
- You may cancel from your Whop account or by emailing support@adlevel.ai. Cancellation takes effect at the end of the current billing period; you keep access until then.
- For annual subscriptions, we offer a 7-day refund window for first-time subscribers; refunds for other periods are at our discretion in accordance with applicable consumer-protection law.
- For users in California, New York, and other states with auto-renewal statutes (e.g. CA Bus. & Prof. Code §17600 *et seq.*, NY GBL §527-a), Whop sends renewal reminders in accordance with applicable timing requirements.
- AdLevel subscription fees do *not* include and are separate from any Meta advertising costs you incur on your connected ad accounts.

11. Intellectual Property

The Service and all of its content, features, software, models, designs, and trademarks are owned by Brez Marketing LLC or its licensors and are protected by intellectual-property laws. We grant you a limited, non-exclusive, non-transferable, revocable license to use the Service for your internal business purposes in accordance with these Terms.

You may not reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, models, or algorithms of AdLevel, except to the extent such restrictions are prohibited by applicable law (for example, the reverse-engineering rights for interoperability granted under Article

6 of EU Directive 2009/24/EC and analogous provisions in the UK). You may not reproduce, distribute, or create derivative works of the Service without our prior written consent.

You retain ownership of the ad creative, copy, and other content you upload to AdLevel. You grant us a limited license to host, process, and display that content as necessary to provide the Service to you.

12. Prohibited Uses

You agree not to:

- Use AdLevel for any unlawful purpose or in violation of any applicable law or regulation
- Use the Service to run ads that violate Meta's Advertising Policies
- Attempt to gain unauthorized access to other users' accounts or data
- Use automated scripts, bots, or scrapers against the Service outside of its documented public APIs
- Interfere with the integrity or performance of the Service, or circumvent security or access controls
- Share your AdLevel credentials with unauthorized third parties
- Resell, sublicense, or commercially exploit the Service without our prior written permission
- Use the Service in connection with ads promoting illegal products, hate speech, fraud, or other prohibited content

13. DMCA / Copyright Complaints

AdLevel respects intellectual-property rights. If you believe that content on AdLevel infringes your copyright, send a written notice that complies with 17 U.S.C. §512(c)(3) to our designated agent:

- Designated Agent: DMCA Agent, Brez Marketing LLC
- Email: support@adlevel.ai
- Mailing address: Brez Marketing LLC, Miami, Florida, USA (request the current mailing address by email if needed)

Your notice must include: (a) your physical or electronic signature; (b) identification of the copyrighted work claimed to have been infringed; (c) the URL or sufficient detail to locate the allegedly infringing material; (d) your contact information; (e) a statement of good-faith belief that the use is not authorized; and (f) a statement under penalty of perjury that your notice is accurate and that you are the owner or authorized to act on behalf of the owner. We will respond in accordance with the DMCA. We may terminate the accounts of users we determine to be repeat infringers.

14. Service Availability

We strive to keep AdLevel available but do not guarantee 100% uptime. The Service may be unavailable due to scheduled or emergency maintenance, Meta API downtime or rate-limiting, third-party infrastructure outages, or events covered by Section 16 (Force Majeure). We are not liable for losses, including ad spend or campaign disruptions, resulting from downtime; we recommend maintaining direct access to Meta Ads Manager as a backup.

15. Termination

You may terminate your use of AdLevel at any time by deleting your account from Settings → Privacy → Delete account, removing AdLevel from your Facebook Business Integrations, or contacting support@adlevel.ai.

We may suspend or terminate your access to AdLevel, with or without notice, if you violate these Terms, Meta's policies, or applicable law, or if your subscription lapses.

Upon termination: (a) AdLevel will stop accessing your Meta ad accounts; (b) your data will be deleted as described in our Privacy Policy; (c) any campaigns that were active at termination will continue running in Meta Ads Manager under your direct control unless you pause them in Meta; and (d) you remain responsible for any ad spend incurred on those campaigns.

16. Force Majeure

Neither party will be liable for any failure or delay in performance (excluding payment obligations) caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, government actions, epidemics, labor disputes, internet or telecommunications failures, or the acts or omissions of third-party platforms (including Meta).

17. Assignment

We may assign these Terms or any of our rights or obligations under them in connection with a merger, acquisition, reorganization, or sale of substantially all of our assets, or with notice to you. You may not assign these Terms or your rights or obligations under them without our prior written consent.

18. Governing Law & Disputes

These Terms are governed by the laws of the State of Florida, U.S.A., without regard to its conflict-of-laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida, for any dispute arising out of or relating to these Terms or the

Service, except that nothing in this section prevents you from bringing a claim in the courts of your home jurisdiction where mandatory consumer-protection law gives you that right.

Before filing a formal claim, you agree to first contact us at support@adlevel.ai. If we cannot resolve the dispute within thirty (30) days, either party may proceed with formal action.

19. Changes to These Terms

We may update these Terms from time to time. When we make material changes we will update the Effective Date at the top of this page and, where possible, notify you by email or through the Service before the changes take effect. Your continued use of AdLevel after the changes take effect constitutes acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the Service and disconnect your accounts.

20. Severability & Entire Agreement

If any provision of these Terms is held to be unenforceable, the remaining provisions will remain in full force, and the unenforceable provision will be enforced to the maximum extent permitted by law. These Terms, together with our Privacy Policy (adlevel.ai/privacy), comprise the entire agreement between you and Brez Marketing LLC regarding the Service and supersede all prior agreements or understandings.

21. FTC Income / Results Disclaimer

AdLevel is a software tool to help you manage and optimize Meta advertising campaigns. AdLevel does **not** guarantee any specific result, income, revenue, sales, or ROI. Examples, case studies, and testimonials displayed on our website or within the Service are not guarantees of future performance. Individual results vary and depend on factors outside our control, including your effort and expertise, the quality and relevance of your ad creative and offers, your target audience and market, your budget allocation, Meta's platform behavior, competition, and general market conditions. AdLevel is not a business opportunity, income program, or "get rich quick" scheme; it provides technology to assist with advertising management and does not replace sound business judgment.

22. Contact

- Company: Brez Marketing LLC
- Location: Miami, Florida, USA
- Support: support@adlevel.ai
- Privacy: [support@adlevel.ai](https://adlevel.ai/privacy) (see adlevel.ai/privacy)
- DMCA: support@adlevel.ai
- Website: adlevel.ai