Terms and Conditions for Digital Marketing Services

These Terms and Conditions ("Terms") govern the provision of digital marketing services by Grey Swan Designs (Pty) Ltd ("the Company") to its clients ("the Client"). By engaging the services of Grey Swan Designs (Pty) Ltd, the Client agrees to comply with and be bound by these Terms.

Last updated: September 10, 2024

1. Scope of Services

Grey Swan Designs (Pty) Ltd offers a range of digital marketing services, including but not limited to:

- Search Engine Optimization (SEO)
- Content Marketing
- Social Media Management
- Pay-Per-Click (PPC) Advertising
- Email Marketing
- Website Analytics and Reporting
- Online Reputation Management

The specific services to be provided will be detailed in a separate agreement or proposal, which shall form an integral part of these Terms.

2. Payment Terms

2.1. All fees for services rendered shall be paid as agreed upon in the service agreement or proposal. 2.2. Invoices will be issued according to the payment schedule agreed upon, and the Client agrees to pay all invoices within 30 days of the invoice date unless otherwise specified. 2.3. Late payments may incur a penalty of 5% of the outstanding amount per month until full payment is received. 2.4. The Company reserves the right to suspend or terminate services if payments are not made on time.

3. Client Obligations

3.1. The Client shall provide all necessary access to their website, social media accounts, and any other platforms required for the Company to perform the services effectively. 3.2. The Client shall provide any content, images, or information requested by the Company in a timely manner to ensure efficient service delivery. 3.3. The Client is responsible for ensuring that all materials provided to the Company do not infringe on any third-party copyrights, trademarks, or other intellectual property rights.

4. Intellectual Property and Copyright

4.1. All original content, strategies, designs, and deliverables created by Grey Swan Designs (Pty) Ltd under this agreement shall remain the property of the Company until full payment is received. 4.2. Upon full payment, the ownership rights of the final deliverables will be transferred to the Client. 4.3. The Company claims no copyright over third-party design

elements, such as stock images, fonts, or plugins, used in the execution of digital marketing services. The Client is responsible for obtaining the necessary licenses or permissions for any third-party materials. 4.4. The Client grants the Company a non-exclusive, royalty-free, worldwide license to use the Client's name, logo, and trademarks for the purpose of providing the agreed-upon services and for promotional purposes.

5. Confidentiality

5.1. Both parties agree to keep all information obtained from each other confidential and not to disclose it to any third party without prior written consent, except as required by law. 5.2. This confidentiality obligation shall survive the termination or expiration of these Terms.

6. Limitation of Liability

6.1. Grey Swan Designs (Pty) Ltd shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, data, or use, incurred by the Client or any third party, whether in an action in contract or tort, even if the Company has been advised of the possibility of such damages. 6.2. The Company's total liability for any claim arising out of or relating to these Terms shall not exceed the amount paid by the Client for the specific services giving rise to such claim.

7. Termination

7.1. Either party may terminate the agreement upon 30 days' written notice to the other party. 7.2. In the event of termination, the Client agrees to pay for all services rendered up to the date of termination, including any expenses incurred by the Company in connection with the provision of services. 7.3. The Company reserves the right to terminate services immediately if the Client breaches any of these Terms, or if the Company determines, in its sole discretion, that continuing services would be detrimental to its interests or reputation.

8. Warranties and Disclaimers

8.1. The Company makes no warranties or guarantees regarding the outcomes of its digital marketing services, including, but not limited to, specific results, sales, traffic, or search engine rankings. 8.2. The Client acknowledges that digital marketing is an inherently uncertain process, and the Company shall not be held liable for any failure to achieve specific results.

9. Governing Law and Dispute Resolution

9.1. These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which Grey Swan Designs (Pty) Ltd is registered. 9.2. Any disputes arising under or in connection with these Terms shall first be attempted to be resolved through negotiation between the parties. If such negotiation fails, the dispute shall be submitted to mediation or arbitration, as agreed by both parties.

10. Amendments

10.1. Grey Swan Designs (Pty) Ltd reserves the right to modify or update these Terms at any time, and any such changes will be effective upon posting on the Company's website. The Client is encouraged to review these Terms periodically for any updates.

11. Entire Agreement

11.1. These Terms, along with any applicable service agreements or proposals, constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior agreements or understandings, whether written or oral.

By engaging the services of Grey Swan Designs (Pty) Ltd, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.