



## **Expert Media & Technology Ltd Terms and Conditions**

**Effective Date: 01/09/2024**

These Terms and Conditions govern the relationship between Expert Media & Technology Ltd ("we," "us," or "our"), a digital marketing company based in the United Kingdom, and any individual or business entity ("Client," "you," or "your") that engages our services. By using our services, you agree to these Terms and Conditions.

### **1. Definitions**

"Services" refers to all digital marketing services provided by Expert Media & Technology Ltd, including but not limited to SEO, Google Ads management, social media marketing, website design, content creation, email marketing, and analytics.

"Agreement" refers to the written or verbal contract between Expert Media & Technology Ltd and the Client, which includes the scope of work, deliverables, and payment terms.

"Fees" refers to the agreed-upon charges for the services provided.

### **2. Acceptance of Terms**

By entering into an agreement with Expert Media & Technology Ltd, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. These terms apply to all services provided by us unless otherwise stated in writing.

### **3. Services**

3.1. Scope of Services: We will provide the agreed-upon services as detailed in the proposal or contract. Any changes to the scope of services must be agreed upon in writing by both parties.

3.2. Delivery of Services: We will endeavour to provide the services in accordance with agreed timelines, but we cannot be held responsible for delays due to third parties or circumstances beyond our control.

3.3. Third-Party Tools and Platforms: We may use third-party tools (e.g., Google Ads, Facebook, Instagram) in delivering our services. By engaging our services, you consent to the use of these platforms and agree to their terms and conditions, which may be updated periodically by the third-party providers.

#### **4. Client Obligations**

4.1. Information and Cooperation: The Client agrees to provide all necessary information, materials, and access required to deliver the services. The accuracy and completeness of this information are your responsibility.

4.2. Approvals and Feedback: You will provide timely approvals, feedback, or revisions as necessary for the project's progress. Delays in approvals may impact the delivery schedule.

4.3. Compliance with Laws: You agree that all marketing and promotional content provided to us will comply with relevant laws, including data protection, copyright, and advertising regulations.

#### **5. Payment Terms**

5.1. Fees and Invoices: Fees for services will be specified in the agreement. Invoices will be issued in accordance with the payment schedule outlined in the contract (e.g., monthly, project-based).

5.2. Payment Due Date: Payments must be made within [30] days of the invoice date unless otherwise agreed upon in writing. Late payments may result in suspension of services until the outstanding amount is paid.

5.3. Late Fees: Late payments may incur interest at a rate of 8% per month from the due date until paid. We reserve the right to terminate or suspend services in case of non-payment.

## **6. Intellectual Property**

6.1. Ownership: Upon full payment of all outstanding fees, ownership of any custom work or content created for the Client (e.g., websites, logos, marketing materials) will be transferred to the Client.

6.2. Retained Rights: Expert Media & Technology Ltd retains the right to use non-confidential aspects of the project for portfolio purposes, case studies, or marketing material unless otherwise agreed.

6.3. Third-Party Materials: Any third-party software, stock images, or other licensed material used in the project will remain the property of the respective owners, and the Client will be bound by any applicable license terms.

## **7. Confidentiality**

7.1. Confidential Information: Both parties agree to keep confidential all proprietary information shared during the engagement. This includes trade secrets, business strategies, and any other information marked as confidential.

7.2. Exceptions: Confidentiality obligations do not apply to information that is publicly known, independently developed by the receiving party, or required to be disclosed by law.

## **8. Termination**

8.1. Termination by Client: The Client may terminate the contract by providing 30 days' written notice. In such cases, the Client will be responsible for all work completed up to the termination date and any associated costs.

8.2. Termination by Expert Media & Technology Ltd: We reserve the right to terminate the contract at any time, with immediate effect, if the Client breaches these terms or fails to pay outstanding fees.

8.3. Refunds: Upon termination, no refunds will be provided for services already delivered. If the Client has pre-paid for services not yet rendered, a proportional refund will be issued based on the remaining work.

## **9. Limitation of Liability**

9.1. No Guarantees: While we strive for the best possible results, we do not guarantee specific outcomes from marketing campaigns (e.g., increases in traffic, leads, or sales).

9.2. Liability Limit: In no event shall Expert Media & Technology Ltd be liable for any indirect, incidental, special, or consequential damages arising from the use of our services. Our total liability to the Client will not exceed the amount paid for the services in the six months preceding the claim.

## **10. Indemnity**

The Client agrees to indemnify and hold harmless Expert Media & Technology Ltd, its employees, and agents from any claims, damages, liabilities, or expenses (including legal fees) arising from the Client's breach of these Terms and Conditions or violation of applicable laws.

## **11. Force Majeure**

Neither party shall be liable for any delay or failure in performing its obligations under these Terms and Conditions due to circumstances beyond its control, including but not limited to acts of God, war, strikes, natural disasters, or disruptions in technology or internet services.

## **12. Governing Law**

These Terms and Conditions are governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising under this agreement will be subject to the exclusive jurisdiction of the courts of England.

### **13. Amendments**

Expert Media & Technology Ltd reserves the right to modify these Terms and Conditions at any time. Clients will be notified of any significant changes, and continued use of our services following such updates constitutes acceptance of the revised terms.

### **14. Entire Agreement**

These Terms and Conditions, together with the specific agreement or proposal, constitute the entire agreement between the Client and Expert Media & Technology Ltd and supersede all prior agreements or understandings, whether written or oral.

### **15. Contact Information**

For any questions or concerns regarding these Terms and Conditions, please contact us at:

**Expert Media & Technology Ltd**

Belgravia House, Ingleby St, Bradford, BD8 9AD

<mailto:info@expertmediatech.co.uk>

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