

# TERMS & CONDITIONS



# MARKETING TERMS & CONDITIONS

## 1. MARKETING STRATEGY & ROADMAP

1.1. We develop marketing strategies and roadmaps tailored to your business needs. Our approach may involve the utilization of proven methodologies and frameworks for efficiency.

1.2. You acknowledge that, to enhance effectiveness, aspects of our marketing strategy may include pre-existing templates, tools, and established methodologies.

1.3. We disclaim responsibility for any issues arising from the use of third-party tools, platforms, or content as part of our marketing strategy. In the event of issues, we commit to notifying you promptly and, when feasible, offering a separate estimate for issue resolution or facilitating communication with the third party on your behalf.

## 2. SOCIAL MEDIA MARKETING (SMM)

2.1. Our Social Media Marketing services encompass the use of established practices and industry-standard tools.

2.2. We may utilize pre-existing social media templates and content strategies for efficiency, ensuring that the final output is tailored to meet your unique requirements.

2.3. Any issues arising from third-party content, algorithms, or platform changes are beyond our control. We pledge to inform you promptly of any such issues and, if possible, provide a separate estimate for resolution or intermediary services with the third party.

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## 3. SEARCH ENGINE OPTIMIZATION (SEO)

3.1. Our SEO services incorporate industry best practices and proven optimization techniques.

3.2. We may leverage pre-made SEO frameworks and tools to streamline the optimization process while ensuring the end result aligns with your specific goals.

3.3. Issues related to changes in search engine algorithms or the use of third-party tools are unforeseeable. In the event of such issues, we will promptly notify you and, if possible, provide a separate estimate for resolution or liaison services with the third party.

## 4. PAY-PER-CLICK MARKETING (PPC)

4.1. Our PPC services involve the strategic use of pay-per-click advertising, adhering to industry standards and leveraging proven advertising platforms.

4.2. To optimize efficiency, we may utilize pre-existing PPC frameworks and tools, ensuring that the final advertising campaigns align with your specific objectives.

4.3. We disclaim responsibility for any issues arising from changes in advertising platforms, algorithms, or the use of third-party tools. In the event of issues, we commit to notifying you promptly and, when feasible, providing a separate estimate for issue resolution or intermediary services with the third party.

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## 5. CONVERSION RATE OPTIMISATION (CRO)

5.1. Our CRO services focus on optimizing conversion rates through established methodologies and data-driven insights.

5.2. To enhance effectiveness, we may utilize pre-made CRO frameworks, testing tools, and industry best practices while ensuring the customized application to meet your unique requirements.

5.3. Issues related to changes in user behavior, website platforms, or third-party tools are unforeseeable. In the event of such issues, we will promptly notify you and, if possible, provide a separate estimate for resolution or liaison services with the third party.

## 6. EMAIL MARKETING

6.1. Our Email Marketing services encompass the use of industry-standard tools and personalized strategies to engage your target audience.

6.2. We may use pre-existing email templates and automation tools for efficiency, ensuring that the final email campaigns align with your brand and goals.

6.3. Issues related to changes in email platforms, regulations, or the use of third-party tools are beyond our control. In the event of such issues, we will promptly notify you and, if possible, provide a separate estimate for issue resolution or intermediary services with the third party.



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## 7. INFLUENCER MARKETING

7.1. Our Influencer Marketing services involve the identification and collaboration with influencers aligned with your brand values and target audience.

7.2. To streamline the process, we may use pre-existing frameworks for influencer outreach and relationship management.

7.3. We disclaim responsibility for any issues arising from changes in influencer availability, content discrepancies, or the use of third-party tools. In the event of issues, we commit to notifying you promptly and, when feasible, providing a separate estimate for issue resolution or intermediary services with the influencer.

## 8. INNOVATION AND TRENDS

8.1. Our services in Innovations and Trends involve staying abreast of the latest industry developments, emerging technologies, and marketing trends.

8.2. We may integrate pre-existing frameworks and tools to ensure our strategies align with cutting-edge innovations, providing you with a competitive edge.

8.3. We disclaim responsibility for any issues arising from unforeseen shifts in industry trends or technological advancements. In the event of issues, we commit to notifying you promptly and, when feasible, providing insights or recommendations for adapting to the changes.

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## 9. PERFORMANCE MARKETING

9.1. Our Performance Marketing services focus on measurable outcomes, utilizing data-driven strategies to enhance your marketing ROI.

9.2. To optimize efficiency, we may employ pre-existing performance marketing frameworks, tools, and analytics.

9.3. We disclaim responsibility for any issues arising from changes in advertising platforms, algorithms, or the use of third-party tools impacting performance. In the event of issues, we commit to promptly notifying you and, when feasible, providing a separate estimate for issue resolution or intermediary services with the third party.

## 10. DIGITAL MARKETING FOR YOUR TEAM

10.1. Our Digital Marketing training services aim to empower your team with the knowledge and skills needed to excel in the digital marketing landscape.

10.2. We may utilize pre-made training materials and industry-standard curriculum frameworks to streamline the learning process.

10.3. We disclaim responsibility for the individual application of training materials and any issues arising from the interpretation or implementation of the provided training. In the event of issues, we commit to promptly addressing concerns and providing additional support or clarification as needed.

# WEB MARKETING TERMS & CONDITIONS

## 1. UI + UX DESIGN

1.1. Our UI + UX Design services encompass the creation of user-centric interfaces and experiences to enhance the usability and visual appeal of your website.

1.2. Pre-existing design elements and templates may be utilized to streamline the design process while ensuring a unique and tailored outcome.

1.3. We disclaim responsibility for any issues arising from unforeseen changes in design preferences, platform constraints, or third-party tools. In the event of issues, we commit to promptly notifying you and, when feasible, providing a separate estimate for issue resolution or intermediary services with the third party.

## 2. CUSTOM WEBSITE DESIGN

2.1. Our Custom Website Design services involve the creation of bespoke websites tailored to your brand identity and specific requirements.

2.2. We may use pre-made code, design elements, and frameworks to optimize efficiency while delivering a unique website.

2.3. Issues related to changes in design preferences, platform constraints, or the use of third-party tools are unforeseeable. In the event of issues, we will promptly notify you and, if possible, provide a separate estimate for resolution or liaison services with the third party.

# WEB MARKETING TERMS & CONDITIONS

## 3. ECOMMERCE WEBSITE DESIGN

3.1. Our ECommerce Website Design services focus on creating user-friendly and visually appealing online stores to optimize your digital storefront.

3.2. Pre-existing ECommerce design elements and templates may be utilized to expedite the design process while ensuring a customized online shopping experience.

3.3. We disclaim responsibility for any issues arising from unforeseen changes in ECommerce trends, platform constraints, or third-party tools. In the event of issues, we commit to promptly notifying you and, when feasible, providing a separate estimate for issue resolution or intermediary services with the third party.

## 4. WORDPRESS SOLUTIONS

4.1. Our WordPress Solutions encompass the development and optimization of websites using the WordPress platform.

4.2. We may leverage pre-existing WordPress themes, plugins, and solutions to enhance efficiency while customizing the website to meet your specific needs.

4.3. Issues related to WordPress updates, plugin conflicts, or the use of third-party tools are unforeseeable. In the event of issues, we will promptly notify you and, if possible, provide a separate estimate for resolution or liaison services with the third party.



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## 5. SHOPIFY SOLUTIONS

5.1. Our Shopify Solutions involve the creation and enhancement of online stores using the Shopify platform.

5.2. We may use pre-existing Shopify themes, apps, and solutions to optimize the development process while tailoring the online store to your brand.

5.3. We disclaim responsibility for any issues arising from changes in Shopify policies, app conflicts, or third-party tools. In the event of issues, we commit to promptly notifying you and, when feasible, providing a separate estimate for issue resolution or intermediary services with the third party.

## 6. WOOCOMMERCE SOLUTIONS

6.1. Our WooCommerce Solutions focus on developing and optimizing online stores using the WooCommerce platform.

6.2. Pre-existing WooCommerce themes, extensions, and solutions may be employed to expedite the development process while ensuring a customized online shopping experience.

6.3. Issues related to WooCommerce updates, extension conflicts, or the use of third-party tools are unforeseeable. In the event of issues, we will promptly notify you and, if possible, provide a separate estimate for resolution or liaison services with the third party.

# WEB MARKETING TERMS & CONDITIONS

## 7. WEB SERVICES SELECTION

7.1. Web services, including UI + UX Design, Custom Website Design, ECommerce Website Design, WordPress Solutions, Shopify Solutions, and WooCommerce Solutions, are considered individually.

7.2. Plans and services are selected based on the specific needs and objectives of your business.

7.3. The pricing and terms for each web service will be discussed and agreed upon separately, taking into account the unique requirements of the project.

## SUPPORT TERMS & SLA

We recognize the critical importance of swift response and resolution times for our valued clients. To ensure timely handling of issues, we provide the following service levels:

### OUR RESPONSIBILITY

We commit to maintaining and supporting the client's website(s), ensuring the following:

- Relevant software and services are available as per the terms outlined in this contract.
- Response to support requests aligns with the SLA and occurs within a reasonable timeframe.
- Timely escalation and resolution of issues in an appropriate manner.
- Sustained open communication with the client at all times.

### YOUR RESPONSIBILITIES

As the client, you agree to use the covered website(s) as intended and undertake the following responsibilities:

- Prompt notification of issues or problems.
- Provision of access to equipment, software, and services for maintenance, updates, and fault prevention.
- Keeping the supplier informed about potential changes to the website(s).
- Maintaining effective communication with us throughout the duration of the contract.

## SUPPORT TERMS & SLA

### EXCLUSIONS

While our commitment is to offer optimal support and address issues promptly, certain exclusions and limitations apply. This agreement covers only the specified parts of the website(s) listed in the quote section. Additionally:

This contract does not extend to problems caused by using equipment, software, or services in a manner not recommended.

Unauthorised changes to the configuration or setup may render this agreement inapplicable.

Circumstances reasonably deemed beyond our control, such as floods, war, acts of God, and similar events, are not covered by this contract.

Non-payment of agreed invoices within the stipulated timeframe will nullify the application of this contract.

Despite these exclusions, our commitment remains steadfast in offering assistance and cooperation. We will make every effort to be helpful and accommodating, striving to assist you to the best of our ability.

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## RESPONSE TIMES

The severity of an issue determines both the response and resolution times. The table below outlines the levels and corresponding timeframes:

PRIORITY	RESPONSE TIMES	RESOLUTION TIMES	EXAMPLES
Urgent	1 Hour	4 Hours	<ul style="list-style-type: none"><li>- Website completely broken.</li><li>- Website compromised.</li></ul>
High	4 Hour	12 Hours	<ul style="list-style-type: none"><li>- One or more pages broken.</li><li>- Contact form or integral functionality broken.</li><li>- Major security vulnerability released or discovered.</li></ul>
Medium	8 Hour	24 Hours	<ul style="list-style-type: none"><li>- Back-end functionality broken with no front-end effect.</li><li>- Minor security vulnerability released or discovered.</li></ul>
Low	24 Hour	72 Hours	<ul style="list-style-type: none"><li>- Plugin or software version needs updating but does not pose a security threat.</li><li>- Spelling mistake on the front end.</li><li>- Glitch or minor issue in front-end design.</li></ul>

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## CONDITIONS

Support is provided during working hours (9:30 am - 5:00 pm on weekdays, excluding English Bank Holidays).

Support is offered remotely; visits to the client's premises or other sites are charged separately.

Additional charges apply for the following:

Remote support outside standard hours: £100 per hour.

Onsite visits inside standard hours: £150 per hour (travel time included) + travel expenses.

Onsite visits outside standard hours: £200 per hour (travel time included) + travel expenses.

# INTELLECTUAL PROPERTY

## CLIENT GUARANTEE:

You guarantee that all elements of text, images, or other artwork provided are either owned by you or that permission has been obtained to use them. By providing text, images, or other artwork to us, you agree to indemnify us against any claim by a third party asserting that we are using their intellectual property.

## AGENCY GUARANTEE:

We guarantee that all elements of the work delivered to you are either owned by us or that we have obtained the necessary permissions. When providing text, images, or other artwork to you, we undertake to protect you from any claim by a third party asserting that you are using their intellectual property.

# INTELLECTUAL PROPERTY

## DEFINITION:

For the purpose of this agreement, "Intellectual property rights" encompass all patents, rights to inventions, copyrights (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how), and any other intellectual property rights, whether registered or unregistered. This includes applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection existing or arising in any part of the world.

## OWNERSHIP AND ASSIGNMENT:

Upon full payment for the work and unless the contract is terminated, the following provisions regarding ownership of intellectual property rights shall apply:

We retain ownership of intellectual property rights for elements developed prior to or separately from this project and not paid for by you (e.g., plugins, themes, etc.).

We retain ownership of the unique combination of these elements that constitutes a complete design and license its use to you exclusively and perpetually for this project, unless otherwise agreed.

You own the website or graphics designed for you, including visual elements. Source files and finished files will be provided to you, and you are responsible for their safekeeping, as we are not obliged to retain a copy.

You own all intellectual property rights for text, images, site specifications, and data you provided, unless ownership by another party is established.



## GENERAL TERMS

### NON-SOLICITATION:

You agree not to solicit for hire or hire any current employee of KHMELIARSKA Marketing Agency without the written consent of KHMELIARSKA Marketing Agency.

### NON-DISCLOSURE:

Both parties agree not to disclose proprietary information, holding all proprietary information in confidence. This includes, but is not limited to, trade secrets, intellectual property, creative concepts, design and production processes, marketing information or techniques, price lists, pricing information and estimates, and client lists or other client information, in written, electronic, or oral form ("Information").

Both parties commit to using the Information solely for the performance of the Services or the development of Products for the designated project outlined in this contract.

Both parties acknowledge that any disclosure of the Information will cause harm to the party of ownership. Consequently, if either party fails to abide by the terms of this Agreement, the harmed party is entitled to specific performance, including the issuance of a temporary restraining order or preliminary injunction enforcing this contract. The harmed party is also entitled to a judgment for damages caused by the breach of contract and any other remedies provided by applicable law.

## GENERAL TERMS

### CLIENT NON-RESPONSE:

It is mutually agreed that access to your personnel and resources may be necessary for project direction and feedback. In the event of non-responsiveness, we will inform you in writing of the required feedback. If you do not respond within 5 days, we will notify you in writing that project resources will be put on hold until you provide the necessary access to personnel or resources. Upon your written request to re-engage our resources, we may have up to 7 days to resume work.

### LIMITATION OF LIABILITY:

Our liability under this contract is limited to the value of any fees paid by you to us. Under no circumstances shall we be liable for lost profits or any incidental, special, punitive, exemplary, or consequential damages, except as set forth in the preceding sentence. Neither party shall be required to indemnify except as required by the express terms of this contract.

## PAYMENTS TERMS

We understand the importance of timely payments for the services provided, and we appreciate your commitment to maintaining a positive working relationship. Please adhere to the following payment terms:

### WEB DESIGN:

50% deposit is required before the project commences.

The remaining 50% is due upon project completion or when the project hour cap is reached, whichever comes first.

## PAYMENTS TERMS

### RECURRING SERVICES:

Payments for recurring services are due on the 1st of each month.

Invoices will be issued electronically. Payment terms require settlement upon receipt of the invoice by Direct Debit or Stripe Card Payments. One-off payments can be made using BACS or the SWIFT international payments system. We do not accept cheques or cash. If you have authorized us to use Direct Debit, Stripe, or PayPal for payments, we reserve the right to utilize these methods for any outstanding amounts.

All proposals are quoted in pounds (£), and payments will be made at the equivalent conversion rate on the date of the transfer. Additionally:

You are responsible for paying all additional hours of work at our standard hourly rate (£75 per hour).

If third-party software or services are recommended and approved by you, the associated costs will be your responsibility.

You agree to cover all charges related to international fund transfers, with the appropriate bank account details provided on our electronic invoices.

We reserve the right to impose interest on all overdue debts at a rate of 5% per month or part thereof.

## LEGAL SUMMARY

### PERFORMANS STANDARDS:

We undertake our work adhering to industry best practices and the standards expected from a qualified professional with relevant experience. While we strive for excellence, we do not guarantee error-free work and are not liable for damages, including lost profits or other consequential or special damages, even if such possibilities are communicated.

### LEABILITY LIMITATION:

Your liability to us is confined to the fees outlined in this contract. You are not responsible for damages, such as lost profits or other incidental, consequential, or special damages, even if prior notice is given.

### SEVERABILITY:

If any provision of this contract is deemed unlawful or unenforceable, it will not impact the validity and enforceability of the remaining provisions.

### NON-TRANSFERABLE:

This contract cannot be transferred to a third party without mutual consent

### LEGAL COMPLIANCE:

Both parties commit to complying with all relevant laws and regulations concerning the contract's activities, ensuring neither party causes the other to breach any laws or regulations.



## LEGAL SUMMARY

### CONTINUITY:

The contract remains in effect without renewal. If any part is found invalid or unenforceable, the remaining clauses stay intact.

### JURISDICTION:

This contract is a legally binding document subject to the exclusive jurisdiction of English and Welsh courts. Despite its straightforward language, the contract holds serious legal implications.



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