

# Terms and Conditions

**Last Updated:** 02 April 2024

These Terms and Conditions ("Terms") govern the services provided by **EXOVOA** ("we," "us," or "our") to our clients ("Client," "you," or "your") for website design, graphic design, marketing, and security services. By engaging our services, you agree to be bound by these Terms.

## 1. Services

We offer various services, including but not limited to:

- **Website Design:** Custom website design, redesigns, figma models and ongoing website maintenance.
- **Graphic Design:** Branding, logo design, leaflets, business cards, print, and digital design.
- **Marketing:** Social media marketing, SEO, email marketing, content creation, and digital advertising.
- **Security Services:** SSL security and domain management.

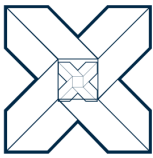
Specific deliverables, timelines, and project details will be outlined in a project proposal or contract specific to each engagement.

## 2. Project Proposals and Scope

- A written project proposal will outline the scope, deliverables, estimated timeline, and cost.
- Any changes to the project scope after acceptance of the proposal must be documented and may require additional charges.
- We reserve the right to adjust timelines based on changes in scope or unforeseen circumstances.

## 3. Payment Terms

- **Fees:** The fees for our services will be detailed in the project proposal or contract.
- **Payment Schedule:** Payments may be required upfront, in installments, or upon completion of certain milestones. This will be specified in the project proposal or contract.
- **Late Payments:** Late payments may incur interest at the rate of [10%] after a [10 days] grace period, unless other arrangements are made.



- **Cancellations and Refunds:** Cancellations made after project initiation may incur a fee. Refunds are at our discretion and are generally only available if no work has been initiated.

## 4. Client Responsibilities

To facilitate a successful project, you agree to:

- Provide all necessary content, images, and information promptly.
- Offer timely feedback and approvals at each project stage.
- Adhere to deadlines for review and response to avoid delays.

Failure to meet these responsibilities may delay the project or result in additional charges.

## 5. Intellectual Property Rights

- **Ownership of Work:** Upon full payment, you will own the final deliverables. However, we retain ownership of any preliminary work, including drafts, design concepts, and unused graphics.
- **Licenses and Permissions:** You are responsible for obtaining licenses for any third-party content, images, or fonts you provide. We are not liable for unauthorized content usage.
- **Credit:** We reserve the right to include a small credit on websites we design (e.g., "Designed by **EXOVOA**") unless explicitly agreed otherwise.

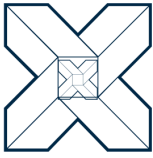
## 6. Confidentiality

Both parties agree to keep any confidential information received from the other party confidential, with the following exceptions:

- The information is publicly available or subsequently becomes publicly available through no fault of the receiving party.
- The information was in possession of the receiving party without breach of any obligation of confidentiality.
- Disclosure is required by law.

## 7. Warranties and Limitation of Liability

- **Warranty Disclaimer:** We make no warranties regarding the performance or functionality of the deliverables beyond those stated in writing.
- **Limitation of Liability:** We are not liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to our services. Our liability is limited to the amount you paid us for the specific service that caused the issue.



## 8. Revisions and Changes

We allow for a reasonable number of revisions as agreed in the project proposal. Additional revisions may incur extra charges and delay the project timeline.

## 9. Termination of Services

- **By Client:** You may terminate our services at any time with written notice. If terminated before project completion, you are responsible for payment of completed work to date.
- **By Us:** We reserve the right to terminate the project if you fail to meet your responsibilities, violate these Terms, or act unlawfully.

## 10. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, liabilities, costs, and expenses arising from your use of our services, violation of these Terms, or infringement of any intellectual property rights.

## 11. Marketing and Portfolio Use

You grant us the right to use your completed project or any publicly visible version for marketing, promotional purposes, or as part of our portfolio. If confidentiality is required, please notify us in writing, and we will comply.

## 12. Dispute Resolution and Governing Law

- **Governing Law:** These Terms are governed by the laws of the UK.
- **Dispute Resolution:** In the event of a dispute, both parties agree to attempt mediation before pursuing other remedies.

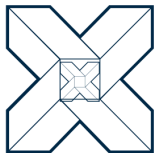
## 13. Amendments

We reserve the right to amend these Terms at any time. Clients will be notified of changes that affect their ongoing project.

## 14. Acceptance of Terms

By engaging our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions. If you disagree with any part of these Terms, please refrain from using our services.

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## Contact Us

If you have any questions regarding these Terms, please contact us at:

### EXOVOA

[Info@exovoa.com](mailto:Info@exovoa.com)

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