

Terms and Conditions

Effective Date: 18/10/2024

Welcome to 01 Agency Ltd TA Logic Digital! We are excited to work with you. Please read these Terms and Conditions carefully before using our services. By engaging with 01 Agency Ltd TA Logic Digital ("we," "our," or "us"), you agree to these terms.

1. Introduction

1.1 **Overview:** 01 Agency Ltd TA Logic Digital provides digital design and development, and digital marketing services (the "Services") to clients ("you" or "Client").

1.2 **Acceptance:** By accessing or using our Services, you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree with these Terms, you should not use our Services.

2. Services

2.1 **Scope of Services:** We offer a range of services including, but not limited to, website design and development, branding, SEO, social media marketing, and digital advertising.

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2.3 **Changes:** Any changes to the scope of the Services will be agreed upon in writing by both parties. Additional charges may apply for any changes or additional work not initially included.

3. Client Obligations

3.1 **Information:** You agree to provide accurate, timely, and complete information necessary for us to deliver the Services.

3.2 **Approval:** You will review and provide timely feedback on deliverables. Delays in feedback may affect project timelines.

3.3 **Content:** You are responsible for ensuring that all content provided to us does not infringe on third-party rights and complies with applicable laws.

4. Fees and Payment

4.1 **Fees:** Our fees for Services will be outlined in the proposal or agreement.

4.2 **Payment Terms:** Payments are due as per the agreed-upon schedule. Late payments may incur interest or fees as detailed in the invoice.

4.3 **Refunds:** Payments are non-refundable except as otherwise required by law or as specifically agreed upon in writing.

5. Intellectual Property

5.1 **Ownership:** All intellectual property rights in the deliverables produced for you will be transferred to you upon full payment, subject to any pre-existing rights of 01 Agency Ltd TA Logic Digital.

5.2 **License:** You grant us a non-exclusive, royalty-free license to use your content

for the purpose of providing the Services and for promotional purposes.

6. Source Code

6.1 **Ownership and Access:** Upon full payment, you will own the source code of the deliverables developed specifically for you. However, the ownership of any pre-existing code, frameworks, or third-party software used in the development will remain with the original owners.

6.2 **Delivery:** We will provide the source code to you in a standard format upon completion of the project and full payment.

6.3 **Maintenance and Updates:** While you will have ownership of the source code, we are not obligated to provide ongoing maintenance or updates unless otherwise agreed upon in a separate maintenance agreement.

6.4 **Third-Party Components:** If the source code includes third-party components or libraries, your use of these components will be governed by their respective licenses. We are not responsible for ensuring compliance with third-party licenses.

6.5 **Support:** We may offer support for the source code as part of the Services or through a separate support agreement. Any issues related to the source code that arise after the project is completed will be addressed as per the terms of the support agreement.

7. Confidentiality

7.1 **Confidential Information:** Both parties agree to keep confidential any proprietary information shared during the course of the Services and to use it only for the purpose of fulfilling the terms of the engagement.

7.2 **Disclosure:** We may disclose confidential information if required by law or with your consent.

8. Limitation of Liability

8.1 **No Liability:** To the fullest extent permitted by law, 01 Agency Ltd TA Logic Digital will not be liable for any indirect, incidental, or consequential damages arising from the use of our Services.

8.2 **Liability Cap:** Our total liability for any claims arising out of or related to the Services shall not exceed the amount paid by you for the Services giving rise to the claim.

9. Termination

Termination by You: Representation may be terminated at any time after the initial periods stated in the agreement providing thirty working days' notice in writing. You will be liable for payment of any work completed up to the termination date.

Termination by Us: Likewise, Logic Digital reserves the right to withdraw from being your representative for reasons including non-payment of fees or costs, misrepresentation, failure to disclose material facts, or actions contrary to advice. Logic Digital's withdrawal as your representative does not constitute a waiver of any of its rights, including its right to pursue the best recourse for redress in the event of non-payment of fees for services rendered. In such cases, you will also be liable for payment of any work completed up to the termination date.

10. Governing Law

10.1 **Jurisdiction:** These Terms will be governed by and construed in accordance with the laws of the United Kingdom. Any disputes will be resolved in the courts of the United Kingdom.

11. Changes to Terms

11.1 **Modifications:** We may update these Terms from time to time. The revised Terms will be posted on our website, and your continued use of our Services constitutes acceptance of the updated Terms.

12. Contact Information

For any questions or concerns about these Terms or our Services, please contact us at:

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