



Terms and Conditions

1. Introduction

These Terms and Conditions govern the provision of digital marketing services by Spry Design Agency (referred to as "we", "us", or "our") to clients (referred to as "you" or "your"). By engaging our services, you agree to these Terms and Conditions in full.

2. Scope of Services

2.1. We will provide digital marketing services as agreed upon in writing, which may include but are not limited to web design, search engine optimization (SEO), social media marketing, content creation, and email marketing.

2.2. Any additional services requested by you will be subject to negotiation and agreement in writing.

3. Fees and Payment

3.1. Our fees for services will be as agreed upon in writing prior to the commencement of work.

3.2. Payment terms will be specified in the agreement.

3.3. Failure to pay invoices by the due date may result in suspension of services until payment is received in full.

4. Intellectual Property

4.1. All intellectual property rights in any materials created by us as part of our services, including but not limited to websites, graphics, and content, shall remain the property of Spry Design Agency until full payment has been received.

4.2. Upon full payment, you will have a non-exclusive, non-transferable license to use the materials for the purposes outlined in the agreement.

5. Confidentiality

5.1. Both parties agree to keep confidential any proprietary or sensitive information disclosed during the provision of services.

5.2. This confidentiality obligation shall survive termination of the agreement.



6. Termination

6.1. Either party may terminate the agreement by providing written notice to the other party.

6.2. Termination shall not relieve either party of any obligations accrued prior to termination.

7. Limitation of Liability

7.1. To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with our services.

7.2. Our total liability for any claims arising under these Terms and Conditions shall be limited to the amount paid by you for the services.

8. Governing Law

8.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa.

8.2. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of South Africa.

9. Amendments

9.1. We reserve the right to amend these Terms and Conditions at any time.

9.2. Any amendments will be notified to you in writing and shall become effective immediately upon notification.

By engaging our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.