

## **SYNCTHESIS TERMS AND CONDITION**

Thank you for choosing Syncthesi Agency. Before using our services, please read our terms and conditions carefully. By using our services, you agree to be bound by these terms and conditions.

### **Definitions**

- 1.1 "Agency" refers to Syncthesi Agency, including its employees, directors, contractors, and agents.
- 1.2 "Client" refers to any individual, company or organization that engages our services.
- 1.3 "Services" refers to any work undertaken by the Agency, including but not limited to branding, marketing, web development, digital art design etc.

### **Services**

- 2.1 The Agency will provide the Services to the Client as outlined in the project proposal, which may include a scope of work, project timeline, and budget.
- 2.2 The Client will provide the Agency with all necessary information and materials to complete the Services in a timely manner.
- 2.3 The Agency reserves the right to decline any work that is deemed inappropriate or unethical.

### **Fees and Payment**

- 3.1 The Client will pay the Agency for the Services provided as outlined in the project proposal.
- 3.2 A deposit may be required before work begins, and payment is due upon receipt of an invoice.
- 3.3 Late payments may result in suspension or termination of Services.
- 3.4 All fees and charges are subject to change without notice.

### **Confidentiality**

- 4.1 The Agency will not disclose any confidential information provided by the Client, including trade secrets, business plans, and financial information.
- 4.2 The Client agrees not to disclose any confidential information about the Agency, including but not limited to pricing, methodologies, and business practices.
- 4.3 The obligations of confidentiality will survive the termination of the Services.

### **Intellectual Property**

- 5.1 The Client acknowledges that any intellectual property developed by the Agency during the course of the Services, including but not limited to trademarks, copyrights, and patents, will remain the property of the Agency.
- 5.2 The Client agrees not to use any intellectual property developed by the Agency for any purpose other than the Services provided.
- 5.3 The Agency grants the Client a non-exclusive, non-transferable license to use any intellectual property developed specifically for the Client in the course of the Services.

## **Termination**

6.1 Either party may terminate the Services at any time with written notice to the other party.

6.2 If the Client terminates the Services, the Agency will invoice the Client for all work completed up to the date of termination.

6.3 If the Agency terminates the Services, the Client will be refunded any unused portion of any deposit paid.

## **Limitation of Liability**

7.1 The Agency will not be liable for any damages, including but not limited to lost profits, lost business opportunities, or consequential damages arising from the Services provided.

7.2 The total liability of the Agency to the Client under these terms and conditions will not exceed the amount paid by the Client for the Services provided.

## **Governing Law**

8.1 These terms and conditions will be governed by and construed in accordance with the laws of the state or country where the Agency is located.

8.2 Any dispute arising from these terms and conditions will be resolved through mediation or arbitration.

## **Entire Agreement**

9.1 These terms and conditions represent the entire agreement between the Agency and the Client and supersede all prior negotiations, representations, and agreements, whether written or oral.

9.2 These terms and conditions may not be amended except in writing signed by both parties.

## **Acknowledgement**

10.1 By engaging our Services, the Client acknowledges that they have read, understood, and agreed to these terms and conditions.