



# Terms and Conditions

## 1. Scope of Services

1.1. Liminal Specialized Marketing (hereinafter The Company), will provide The Client with the following marketing services as specified in the chosen plan:

- 6 custom bilingual (Spanish to English) blog posts per week,
- 20 custom pictures per month,
- 12 custom short form videos per month,
- 30 social media posts per day,
- Social media management,
- SEO Optimized content,
- Unlimited Consultations with the team,
- Tailored marketing strategies (except in Plan 2)
- Special affiliate marketing program created, implemented and managed by The Company, on behalf of the client. (Only in Plan 1)

1.2. The Client has the option to choose from two (2) plans:

- Plan 1: The Client pays \$6,399 per month, for 21 months. This plan includes an affiliate marketing program on behalf of the Client that looks to add a revenue stream for them and intends to offset costs incurred.
- Plan 2: The Client pays \$7,499 per month, for 9 months. This plan does not include custom marketing strategies.

1.3. Any sale, discount, coupon or similar special event pricing that results in a lower than regular price is only applicable to "Plan 1". The same terms and conditions for the plan apply.

1.4. Prices are quoted in US dollars and are non-negotiable. Payment must be made in full before the services are provided.

## 2. Client Obligations

2.1. The Client agrees to provide the Company with all necessary information and materials in a timely manner to enable the Company to provide the services in accordance with the agreed plan.

2.2. The Client agrees to review and approve all content created by the Company in a timely manner.

2.3. The Client agrees to cooperate with the Company and provide timely feedback and responses to requests for information.

2.4. The Client agrees to make payment in full within the 24 hour timeframe of the billing day. Payment must be made through debit or credit card, directly on The Company's website for the safety and convenience of both parties.



2.5. If the Client fails to make payment on the billing day, the Client will not receive any work done for that month.

### 3. Intellectual Property Rights

3.1. Ownership of Intellectual Property: All content created by The Company, including but not limited to advertisements, promotional materials, designs, slogans, logos, and any other intellectual property (hereinafter referred to as "Content"), shall remain the sole and exclusive property of The Company, unless otherwise agreed upon in writing.

3.2. License Grant: The Company grants The Client a non-exclusive, non-transferable license to use the Content solely for the purposes outlined in the scope of work and during the term of the agency's services as contracted via retainer. This license includes the right to reproduce, distribute, display, and publicly perform the Content in connection with the client's business activities.

3.3. Prohibited Use: The Client shall not use the Content for any purpose other than what is explicitly stated in the scope of work or without the prior written consent of The Company. The Client shall not sublicense, sell, rent, lease, or transfer the Content to any third party without The Company's express written permission.

3.4. Retention of Rights: The Company reserves all rights not expressly granted in this clause. The Client acknowledges that the license granted herein does not confer any ownership rights or other intellectual property rights in the Content, except for the limited rights expressly provided.

3.5. Confidentiality: The Client agrees to keep all Content and related materials confidential and not disclose them to any third party without the prior written consent of The Company. The Client shall take all reasonable measures to prevent unauthorized use, reproduction, or distribution of the Content.

3.6. Attribution: The Client shall provide proper attribution to The Company for all Content used, including but not limited to logos, slogans, and other brand elements, as specified by The Company. The client shall not remove or alter any copyright notices, trademarks, or other proprietary rights notices attached to the Content.

3.7. Termination: Upon the termination or expiration of The Company's services or retainer agreement, the client's license to use the Content shall automatically terminate, unless otherwise agreed upon in writing. The client shall cease all use of the Content and return or destroy any copies of the Content in their possession.

3.8. Licensing Fee: The client may agree to pay a licensing fee for the continued use of the Content after the term of The Company's services as contracted via retainer have concluded. The licensing fee shall be determined and agreed upon separately in writing between The Company and The Client.

3.9. Indemnification: The Client shall indemnify and hold the marketing agency harmless against any claims, damages, or liabilities arising from the client's unauthorized use of the Content or any breach of this clause.



## 4. Social Media Management Liabilities

4.1. The Client acknowledges that the Company is not responsible for the content of any third-party social media platforms, websites, blogs, or landing pages, and that the Company does not endorse any opinions or statements made by third parties on these platforms.

4.2. The Client agrees to indemnify and hold the Company harmless from any claims, losses, damages, liabilities, or expenses arising out of or in connection with any content posted by the Client or on their behalf on any third-party social media platforms, websites, blogs, or landing pages.

4.3. The Client agrees that the Company is not responsible for any actions taken by social media platforms, website hosts, or their users that may affect the Client's social media presence, website, or online reputation.

4.4. The Client agrees that the Company is not responsible for any interruptions, delays, loss of data or errors in the services provided by third-party social media platforms, website hosts, or other service providers.

4.5. The Client agrees that the Company is not responsible for any changes to the terms of service, policies, or functionality of third-party social media

## 5. Passwords

5.1. The Company may create and share passwords with the Client for the purposes of accessing social media accounts, websites, blogs, or other online platforms managed by the Company on behalf of the Client.

5.2. The Client agrees to keep any passwords shared by the Company confidential and not to disclose them to any third parties.

5.3. The Client is solely responsible for any actions taken using any passwords shared by the Company.

5.4. The Client agrees to notify the Company immediately if any passwords are lost, stolen, or otherwise compromised.

5.5. The Company reserves the right to change or revoke any passwords at any time at its sole discretion.

5.6. The Client agrees to cooperate with the Company in implementing any password changes or revocations.

## 6. Length of service and Termination

6.1. This agreement shall commence on the date of acceptance by the Client and shall continue until the end of the plan selected (see section 1.2) or until terminated in accordance with this clause.



6.2. The Client may not terminate this contract before using the services for a minimum of 3 months. Likewise, the Client may not terminate this contract within the final 3 months of the selected plan's period.

6.3. After using the services for at least 3 months and before the final 3 months, the Client may terminate this contract at any time by providing written notice to The Company at least 1 month before desired termination date and also after paying the penalty fee.

6.4. In the case of the 9-month plan, there is a penalty fee for early termination corresponding to 30% of the remaining billable months from the time of the desired termination.

6.5. In the case of the 21-month plan, an early termination penalty fee of 15% of the remaining billable months, from the time of the desired termination.

6.6. The Company may terminate this contract at any time by providing written notice to The Client if The Client fails to comply with any of the terms and conditions of this agreement.

6.7. Upon termination of this contract, The Client shall immediately cease to use any content created by the Company under this agreement.

6.8. No refunds will be given for any unused services upon termination of this contract.

## **7. Disclaimer and Limitation of Liability**

7.1. The Company will use its professional team to deliver the best results in order to successfully to provide the services as agreed, but does not guarantee any specific results.

7.2. The Company shall not be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with this agreement or the services provided by the Company.

7.3. The total liability of the Company arising out of or in connection with this agreement or the services provided by the Company shall not exceed the total amount paid by the Client under this agreement.

## **8. Confidentiality**

8.1. The Client agrees to keep confidential and not disclose any information provided by the Company that is designated as confidential or proprietary, or that should reasonably be considered confidential or proprietary.

## **9. Non-Disclosure Agreement**

9.1. The Company, Liminal Specialized Marketing, and the Client agree to enter into a standard non-disclosure agreement to protect the confidentiality of any information or materials shared between the parties.

9.2. The non-disclosure agreement shall be in a form mutually agreed upon by the Company and the Client and shall be signed by both parties before any confidential information or materials are shared.



9.3. The non-disclosure agreement shall apply to all information and materials shared between the parties, including but not limited to business plans, financial information, marketing strategies, and technical information.

9.4. The non-disclosure agreement shall remain in effect for a period of 5 years from the date of signing.

9.5. In the event of a breach of the non-disclosure agreement by either party, the non-disclosing party shall have the right to seek injunctive relief and/or damages in a court of law.

## 10. Force Majeure and Assignment

10.1. The Company shall not be liable for any failure or delay in performing its obligations under this agreement due to any cause beyond its reasonable control, including but not limited to pandemics, acts of God, war, terrorism, strikes, labor disputes, and governmental actions.

10.2. The Client shall not assign this contract or any of its rights or obligations under this contract without the prior written consent of the Company.

10.3. The Company may assign this contract or any of its rights or obligations under this contract without the prior written consent of the Client.

10.4. Any attempted assignment in violation of this clause shall be void and of no effect.

By paying for and using the services of Liminal Specialized Marketing, The Client signifies their acceptance of these terms and conditions.

