

Gain Digital Ltd - Terms and Conditions

1. Introduction

These Terms and Conditions ("Terms") govern the relationship between Gain Digital Ltd ("Gain Digital", "we", "us", or "our") and you, the client ("Client", "you", or "your"). By engaging Gain Digital for any service, you agree to be bound by these Terms.

2. Services

Gain Digital offers a variety of digital marketing services, including but not limited to:

- Web design and development
- Social media marketing management
- Email marketing campaign creation and management
- Blog post writing and content creation
- Search Engine Optimization (SEO) services

A detailed description of each service will be provided in a separate proposal or Statement of Work ("SOW").

3. Fees and Payment

- Fees for Gain Digital's services will be outlined in the SOW.
- Payment terms are strictly 7 days from the invoice date.
- Late payments may incur a late fee and may result in the automatic suspension of services until payment is received in full.

4. Client Responsibilities

- You are responsible for providing Gain Digital with all necessary information, materials, and approvals in a timely manner to complete the Services.
- You are responsible for the accuracy and legality of all content you provide.
- You are responsible for obtaining any necessary licenses or permissions for content provided.

5. Intellectual Property

- Gain Digital retains ownership of all intellectual property rights developed by us during the course of providing Services, unless otherwise agreed in writing.
- You own all intellectual property rights in the materials you provide to Gain Digital.
- Gain Digital grants you a non-exclusive, royalty-free license to use any deliverables created specifically for you under the SOW.

6. Confidentiality

Both parties agree to keep confidential all non-public information received from the other party.

7. Term and Termination

These Terms will remain in effect until terminated by either party upon written notice.

- We may terminate these Terms or suspend Services immediately for any reason, including but not limited to your breach of these Terms or non-payment of fees.
- You may terminate these Terms upon written notice, but you will be responsible for payment of all Services rendered up to the date of termination.

8. Limitation of Liability

Gain Digital will not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with these Terms or the Services, even if advised of the possibility of such damages.

9. Governing Law and Disputes

These Terms will be governed by and construed in accordance with the laws of England and Wales.

- Any dispute arising out of or relating to these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

10. Entire Agreement

These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

11. Amendment

These Terms may be amended only by a written agreement signed by both parties.

12. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

13. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by overnight courier, addressed as follows:

Gain Digital Ltd. 1 Peach Street, WOKINGHAM, RG40 1XJ

14. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is due to causes beyond such party's reasonable control, including, but

not limited to, acts of God, acts of war, terrorism, riots, civil commotion, strikes, lockouts, or material shortages.

15. Waiver

No waiver by either party of a breach of any provision of these Terms shall be deemed a waiver of any subsequent breach.

16. Independent Contractors

The parties are independent contractors and nothing in these Terms shall be construed to create a partnership, joint venture, or agency relationship between the parties.

17. Assignment

These Terms may not be assigned by you without the prior written consent of Gain Digital.

18. Headings

The headings used in these Terms are for convenience only and shall not be considered part of these Terms and do not affect their interpretation.

19. Third-Party Beneficiaries

These Terms are not intended to confer any rights or remedies on any third-party beneficiary.