

Terms and Conditions - SLYM Agency

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Article 1 - Definitions

In these Terms and Conditions, the following definitions apply:

1. **SLYM Agency / Contractor:** A sole proprietorship registered with the Chamber of Commerce, located in Zwolle, Netherlands.
2. **Client:** The natural person or legal entity entering into this agreement with SLYM Agency for the purchase of services.
3. **Services:** Web design and social media marketing via TikTok and Meta platforms such as Facebook and Instagram.

Web design and website services include, among other things, design, development, adjustments, maintenance, and optimization of websites.

Social media marketing includes, among other things, setting up, managing, optimizing, and analyzing campaigns and content on platforms such as TikTok, Facebook, and Instagram.

4. **Agreement:** The contract between SLYM Agency and the Client concerning the provision of services.

Article 2 - Applicability

1. These Terms and Conditions apply to all quotations, offers, services, and agreements between SLYM Agency and the Client.
2. Deviations from these Terms and Conditions are only valid if agreed upon in writing by both parties.

Article 3 - Quotations and Agreements

1. In these Terms and Conditions, a 'quotation' or 'price proposal' shall be considered equivalent and is non-binding until written confirmation of acceptance is provided by the Client.
2. All quotations issued by SLYM Agency are non-binding and valid for **30 days**, unless stated otherwise.
3. An agreement is established when the Client accepts a quotation or provides written approval.
4. Any changes to the assignment after acceptance may lead to a revised quotation or additional costs.

Article 4 - Execution of the Assignment

1. SLYM Agency will carry out the assignment to the best of its knowledge and ability.
2. The Client must provide all necessary information and materials on time.
3. Delays due to late submission of materials by the Client may result in an extended delivery timeline.

Article 5 - Payments and Fees

1. All prices are **exclusive of VAT**, unless stated otherwise.
2. Payments must be made within **14 days** of the invoice date, unless agreed otherwise.
3. If payment is not received on time, SLYM Agency reserves the right to suspend or terminate the project.
4. In the event of late payment, a contractual penalty of **€10 per day** will be applied from the due date until full payment is received.

Article 6 - Cancellation and Termination

1. Cancellation must be done in writing.
2. If the Client cancels after accepting the quotation, **50% of the agreed price** will be charged.
3. If work has already started, the full amount will be invoiced.

Article 7 - Intellectual Property

1. All designs, websites, and content created by SLYM Agency remain the property of SLYM Agency until full payment has been received.
2. The Client may not reuse, sell, or modify the delivered services without prior permission.

Article 8 - Liability

1. SLYM Agency is not liable for indirect damage, consequential damage, or lost profits.
2. The liability of SLYM Agency is limited to the invoiced amount for the specific project.
3. The Client is responsible for the content and legality of any materials and content provided.

Article 9 - Force Majeure

1. SLYM Agency is not liable for delays or damages caused by force majeure, such as technical failures, illness, or government measures.
2. In case of force majeure, SLYM Agency reserves the right to postpone or cancel the assignment without compensation.

Article 10 - Confidentiality

1. Both parties agree not to disclose any confidential information to third parties without prior consent.
2. This obligation remains in effect even after termination of the agreement.

Article 11 - Amendments and Disputes

1. SLYM Agency reserves the right to amend these Terms and Conditions. The most recent version is always available on the website slymagency.com under “TERMS AND CONDITIONS”
2. Dutch law applies to these Terms and Conditions.
3. Any disputes shall be submitted to the competent court in the Netherlands.

Article 12 - Social Media & Advertisements

1. SLYM Agency will perform social media activities based on the information and objectives provided by the Client.
2. The Client is responsible for timely delivery of required information, visuals, and approvals.
3. Advertisement costs (such as via Meta or TikTok Ads) are not included in the price and are paid directly by the Client unless otherwise agreed.
4. SLYM Agency is not responsible for the policies of social media platforms, such as ad rejections, suspensions, or algorithm changes.
5. Results such as reach, conversions, or sales depend on many external factors and cannot be guaranteed.

Article 13 - Applicability of Service-Specific Provisions

1. Provisions relating to specific services, such as web design or social media marketing, apply only if these services are actually provided by SLYM Agency to the Client.

Article 14 - Privacy Policy

1. For information on how we process your personal data, please refer to our Privacy Policy, available at [\[link to privacy policy\]](#).