

Terms and Conditions – SLYM Agency

Company Information:

Name: SLYM Agency

Legal Form: Sole Proprietorship

Chamber of Commerce Number: 92696775

Registered Office: Zwolle, Netherlands

Contact: info@slym.agency | www.slym.agency

Article 1 – Definitions

1. **SLYM Agency / Contractor:** SLYM Agency, a sole proprietorship registered in Zwolle, Netherlands.
2. **Client / Customer:** Natural person or legal entity entering into an agreement with SLYM Agency.
3. **Services:** Web design, social media marketing, Google Ads, and other online marketing services.
4. **Agreement:** Contract between SLYM Agency and the Client regarding the provision of services.

Article 2 – Applicability

These Terms and Conditions apply to all quotations, assignments, and agreements, including international contracts.

Any deviations are only valid if agreed in writing.

Article 3 – Quotations and Conclusion of Agreement

1. All quotations are non-binding and valid for 14 days unless stated otherwise.
2. An agreement is concluded when the Client accepts the quotation in writing or electronically.
3. Changes after acceptance may result in a revised quotation or additional charges.

Article 4 – Execution of the Assignment

1. SLYM Agency will perform the assignment to the best of its ability.
2. The Client must provide all necessary information and materials on time.
3. Delays caused by late submission may affect the delivery timeline.
4. International factors, such as time zones, technical infrastructure, or logistics, may influence the delivery timeline.

Article 5 – Payment

1. All prices are exclusive of VAT, unless stated otherwise.
2. Invoices must be paid within 14 days in the agreed currency.
3. International clients are responsible for bank fees and any applicable taxes or duties.
4. Late payments will incur statutory commercial interest, as permitted by local law.
5. Additional work will be invoiced separately.
6. **Deposits or advance payments may be requested; this will be clearly stated in the quotation.**

Article 6 – Cancellation and Termination

1. Cancellation must be submitted in writing.
2. Cancellation before the project starts: 25% of the agreed price.
3. Cancellation after work has started: minimum 50% of the agreed price.
4. SLYM Agency may terminate in case of non-payment or serious reasons.

Article 7 – Intellectual Property

1. All designs, websites, and content remain the property of SLYM Agency until full payment.
2. The Client may **not reuse, sell, or modify** the delivered services without prior permission.
3. Copyright always remains with SLYM Agency.

Article 8 – Liability

1. SLYM Agency is not liable for indirect, consequential, or lost profit damages.
2. Total liability is limited to the invoice amount of the relevant project, as permitted by local law.
3. Exceptions apply in cases of intent or gross negligence.
4. The Client is responsible for the content and legality of any provided materials, including compliance with local laws.

Article 9 – Force Majeure

1. SLYM Agency is not liable for delays or damages caused by force majeure, including technical failures, pandemics, political measures, or platform changes.
2. In case of force majeure, assignments may be postponed or cancelled without compensation.

Article 10: Social Media & Advertising

1. Social media activities and advertising campaigns are carried out based on the information and materials provided by the client.
2. The client is responsible for providing materials, approvals, and correct instructions in a timely manner.
3. Advertising costs on platforms such as Meta, TikTok, or Google Ads are paid by the client, unless otherwise agreed.
4. SLYM Agency sets up campaigns professionally and optimizes them. However, campaign results, such as reach, conversions, or revenue, cannot be guaranteed, as success depends on multiple factors beyond SLYM Agency's control. The client acknowledges that SLYM Agency is not responsible for these outcomes.
5. SLYM Agency is not responsible for blocks, restrictions, or account suspensions by social media or advertising platforms. The client acknowledges that platforms have their own terms and policies. SLYM Agency will, however, provide expert advice and support to resolve such situations.

Article 11 – Specific Services

1. Service-specific provisions apply only if the respective services are actually provided by SLYM Agency.

Article 12 – Changes to the Terms and Conditions

1. SLYM Agency reserves the right to amend these Terms and Conditions.
2. Changes will be communicated in writing or by email to existing clients.
3. The most recent version always applies to new assignments.

Article 13 – Privacy

1. For the processing of personal data, please refer to our [Privacy Policy](#).
2. The Client acknowledges that international services may be subject to additional rules (GDPR or local privacy regulations).

Article 14 – Applicable Law and Disputes

1. Dutch law applies to these Terms and Conditions and agreements.
2. Disputes shall be exclusively submitted to the competent court in Zwolle, Netherlands, as permitted by local law.
3. The Client acknowledges that disputes will be handled in the Netherlands.
4. This provision is intended for formal disputes and does not affect daily collaboration or communication.
5. For most projects, the likelihood of legal action is very small; this clause provides clarity and protection for both parties.