

Terms and Conditions – Email Direct Marketing Services

1. Digital Freak will carry out the services set out in the proposal on the terms and conditions provided hereunder and the client has read and agrees to the Terms and Conditions.
2. The price for the services shall be that set out in the proposal. Any variation or additional works shall attract a further charge as directed by the client in writing and only if approved by the client in advance.
3. The proposal is valid for 30 days.
4. Digital Freak's fee for EDM services are billed on a one off basis. The delivery of any EDM service will commence only after necessary approval has been received from the client, not upon receipt of payment.
5. Digital Freak uses Active Campaign for all EDM services, unless otherwise agreed with the client. A fee for the Active Campaign account will be billed monthly in addition to Digital Freak's initial fee.
6. The setup fee of an EDM account with Digital Freak includes all technical elements including conversion tracking, linking to Google Analytics as well as importing of existing contact lists, content creation, automation creation and testing. Technical elements cannot be completed without the client providing access to necessary digital assets.
7. If the email marketing is based on client provided content, the proposed timescale for completion will begin only once all required content is received by Digital Freak.
8. Once created, Digital Freak will provide the client with all elements of the marketing campaign for approval. Explicit approval of all campaign components is required prior to any campaign being switched live.
9. EDM services from Digital Freak are designed to generate traffic from an email source. Data for this key metric is provided on a weekly and monthly basis if applicable.
10. EDM services from Digital Freak are not designed as standalone sales tactics and are intended to drive traffic into the start of a sales funnel such as a website landing page. Digital Freak is not responsible for the capacity of the end URL page in generating ongoing leads unless Digital Freak has also additionally provided on-page development services.
11. Access to our analytics app and Active Campaign are provided to the client for optimal transparency.
12. Access to required technical information and logins for accounts to fulfil the requirements of the scope may impact the delivery of the service reporting. If Digital Freak does not have the ability to access website traffic data through Google Analytics or equivalent, ongoing reporting will include only limited information.
13. Any legal titles and ownership of property are assumed to be held by the client unless Digital Freak is advised otherwise. It is the client's responsibility to ensure any permits or permissions required to access and carry out the services are given, in writing, to Digital Freak by the legal owner of the property prior to services commencing.
14. The client warrants that the project or property is not in breach of any applicable codes, ordinances or other government regulations.
15. All due care has been taken by Digital Freak to ensure information has been obtained from reliable sources, however, Digital Freak can neither guarantee nor be responsible for the accuracy of the information provided by aforementioned sources.
16. Digital Freak shall not be liable for any loss or damage caused in accessing the client technical information beyond the reasonable control of Digital Freak.
17. Digital Freak shall be under no liability to the client for any indirect loss and/or expense (including loss of profit) suffered by the client arising out of a breach by Digital Freak of this agreement, other than refunds noted within it.
18. In the event of any breach of this agreement by Digital Freak, the remedies of the client shall be limited to damages. Under no circumstances shall the liability of Digital Freak exceed the price of the services.
19. Digital Freak will not be liable for any failure or delay caused by force majeure, natural disaster or any other delay outside the control of Digital Freak.
20. All accounts are to be paid in full as per the terms of the proposal unless other arrangements have been made prior to commencing. Our standard payment terms are settlement in full within **14 days**.



21. To end your Digital Freak EDM service, contact your account manager 5 working days before your next monthly bill for Active Campaign is due for free cancellation. Last minute cancellations may incur a 25% penalty fee of your monthly service cost.
22. In the event payment is not received within 60 days of the original due date (as shown on invoice), the client may incur a late fee of 2% which will be added to the invoice price on the 61st day post due date and thereafter interest shall be incurred on overdue payments daily at the rate of 2% per annum from date of due payment until eventual date of payment.
23. Words denoting the singular shall include the plural and works noting the masculine shall include the feminine and vice versa. Where the client consists of more than one person, the persons shall be jointly and severally liable.
24. In the event that any of the provisions or conditions or part thereof herein cannot be given effect or full force and effect by reason of any statutory invalidity, uncertainty or otherwise the said provision or conditional part thereof as the case may be shall be severed, ignored or read down restrictively to maintain and uphold so far as possible remaining conditions and provisions hereof.