



TERMS OF SERVICE AND CONDITIONS

Social Media and Website Managing Services



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1. Overview

These Terms and Conditions ("Agreement") govern the provision of services by RCA Digital ("Agency") to its clients ("Client"). By engaging with RCA Digital, the Client agrees to the terms outlined here.

2. Services Provided

RCA Digital offers digital marketing services including but not limited to:

- Website Design and Management
- Social Media Design and Management
- Logo Design
- Video Creation

These services will be provided as agreed between the Client and RCA Digital.

3. Client Responsibilities

The Client agrees to provide timely feedback, materials, and necessary approvals to complete the project according to the established timeline. Delays caused by the Client may impact the delivery date.

4. Payment Terms

4.1 Service Fees:

Fees for services depend on the plan the Client subscribes to. The specific pricing details for each plan will be provided to the Client before work begins.

4.2 Late Payments:

For monthly subscriptions, payments not received within 3 business days of the due date will be subject to a late fee of 20% of the plan fee. If payment remains unpaid for up to 5 business days, RCA Digital reserves the right to send the outstanding balance to collections and stop working on the client's account. The Client will be responsible for any fees incurred in the collections process.

4.3 Refund Policy:

Plans' fees are non-refundable due to the nature of digital services.

5. Intellectual Property Rights

5.1 Ownership of Deliverables:

Upon full payment, RCA Digital grants the Client full rights to the final deliverables. RCA Digital retains ownership of all preliminary drafts and any unused concepts.

5.2 Agency Portfolio Use:

RCA Digital reserves the right to display the final deliverables, including logos, website designs, social media graphics, and videos, in its portfolio or for promotional purposes, unless the Client specifically requests otherwise in writing.

5.3 Third-Party Materials:

Any third-party materials used in the deliverables will be licensed for use under the terms specified during the project.

6. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary information shared during the course of the project. RCA Digital will not disclose confidential information to any third parties unless required by law or with written consent from the Client.

7. Revisions and Approvals

The number of revisions allowed for deliverables depends on the plan selected by the Client. Each plan comes with a specific number of revisions, and any additional revisions outside of this may incur additional charges. The Client will be informed of the number of revisions included with their selected plan at the start of the project. Approval of final deliverables must be confirmed in writing before the project is deemed complete.

8. Termination and Cancellation

8.1 Termination by Client:

The Client may terminate the project at any time by providing written notice. If termination occurs, the Client agrees to pay for the full amount of the work commissioned based on the plan selected, no matter at which stage the work is at.

8.2 Termination by Agency:

RCA Digital reserves the right to terminate the agreement if the Client breaches any terms or if the Client's behavior is deemed inappropriate or uncooperative. In such cases, RCA Digital is entitled to all fees tied to the work commissioned and the plan chosen by the client, regardless of whether the work has been completed.

9. Limitation of Liability

RCA Digital is not liable for any direct, indirect, incidental, or consequential damages arising from the Client's use of the deliverables.

10. Governing Law

This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of law principles.

These Terms and Conditions constitute the entire agreement between RCA Digital and the Client.