



Terms and Conditions

Introduction

Welcome to Afrimark ("we," "our," or "us"). These Terms and Conditions ("Terms") govern your use of our services, including but not limited to social media management, digital designs, web development, event management, paid advertising, and SEO optimisation. By using our services, you agree to comply with and be bound by these Terms. If you do not agree with any part of these Terms, please do not use our services.

Services:

Service Offerings:

Afrimark provides a range of digital marketing services designed to help businesses enhance their online presence and achieve their marketing goals.

Service Delivery:

We strive to deliver our services in a timely and professional manner. However, all delivery times are estimates, and we cannot guarantee specific deadlines unless explicitly agreed upon in a written contract.

User Obligations

Accurate Information:

You agree to provide accurate, current, and complete information when engaging our services. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

Prohibited Activities

You agree not to:

- Use our services for any unlawful purpose.
- Violate any applicable local, provincial, national, or international law.
- Interfere with or disrupt the services or servers connected to the services.
- Attempt to gain unauthorised access to any portion of the services or any other systems or networks connected to the services.

Payment Terms

Fees:

Fees for our services are outlined in the service agreement or proposal provided to you. All fees are exclusive of taxes, levies, or duties imposed by South African Revenue Service (SARS) or other taxing authorities.

Payment:

Payment terms are specified in your service agreement. Unless otherwise agreed, payment is due within 30 days of the invoice date. Late payments may incur interest charges as specified in the service agreement.

Intellectual Property

Ownership:

All content, designs, graphics, and other intellectual property created by Afrimark in the course of providing services remain the property of Afrimark unless otherwise agreed in writing.

License

You are granted a limited, non-exclusive, non-transferable license to use the deliverables provided by Afrimark for your internal business purposes.

Confidentiality

Both parties agree to keep confidential any proprietary or confidential information disclosed during the course of the services. This obligation continues even after the termination of the service agreement.

Limitation of Liability

No Warranty:

Our services are provided "as is" and "as available" without any warranties of any kind, either express or implied.

Limitation:

In no event shall Afrimark be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or use, arising out of or in connection with your use of our services.

Termination

By You:

You may terminate your use of our services at any time by providing written notice to Afrimark. Any outstanding payments are due immediately upon termination.

By Afrimark

Afrimark reserves the right to terminate or suspend your access to our services at any time, without prior notice or liability, for any reason whatsoever, including but not limited to a breach of these Terms.

Governing Law

These Terms shall be governed and construed in accordance with the laws of South Africa, without regard to its conflict of law provisions.

Changes to Terms

Afrimark reserves the right to modify or replace these Terms at any time. Any changes will be effective immediately upon posting on our website. Your continued use of our services following the posting of any changes constitutes acceptance of those changes.



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