

TERMS & CONDITIONS

Effective Date: March 1, 2026

By engaging SK Marketing & Media/SK Media Services ("Company"), signing a proposal, paying an invoice, or submitting a deposit, the Client agrees to the following Terms and Conditions.

1. SCOPE OF SERVICES

SK Marketing & Media provides full-service marketing support including, but not limited to:

- Marketing strategy & advisory
- Social media management
- Content production
- Paid advertising management
- Campaign development
- Website design (Wix and related platforms)
- Event coverage
- Event coordination
- Vendor coordination and oversight

Services are defined in the Client's proposal, invoice, or agreement. Any work outside the defined scope will require written approval and may incur additional fees.

2. ONBOARDING & PROJECT INITIATION

Services begin only after:

1. Proposal approval (written or electronic)
2. Signed agreement (if required)
3. Required deposit or first payment received
4. Client provides necessary access, materials, and information

Delays in providing required materials may result in timeline extensions.

3. PAYMENT TERMS

A. Retainers (Monthly Services)

- Payment is due in advance of each service month.
- Auto-draft may be required.
- Late payments may pause services.
- No refunds for partial months or unused services.

B. Project-Based Services (Campaigns, Websites, Events)

Unless otherwise stated:

- 50% due upfront to reserve time
- 30% midway (if applicable)
- 20% before final delivery or launch

Failure to pay may delay or halt delivery.

C. Overage Work

Work outside agreed scope will be billed at:

\$85 per hour or flat quoted rate.

4. MINIMUM COMMITMENTS

Certain services require minimum commitments:

- Social media management: 3-month minimum
- Advisory retainers: 3-month minimum
- Campaign timelines: fixed term

Early termination does not waive payment obligations within the minimum term.

5. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide accurate business information
- Review and correct deliverables before the scheduled time
- Provide access to necessary accounts
- Supply brand assets when required
- Maintain respectful communication

Failure to provide approvals within 48 hours may be considered approval and may shift timelines accordingly.

6. REVISIONS POLICY

A “revision round” is defined as:

Client provides consolidated feedback one time; Company implements changes one time.

Additional revisions, new direction, or expanded scope may incur additional fees.

7. NO PERFORMANCE GUARANTEES

Marketing performance depends on many external factors including:

- Market conditions
- Competition
- Platform algorithms
- Budget allocation
- Offer strength

SK Marketing & Media does not guarantee specific results including revenue, leads, engagement, or attendance.

We commit to strategic execution — not guaranteed outcomes.

8. PAID ADVERTISING

Ad spend is paid by the Client.

Company fees cover strategy, setup, creative, and management — not ad spend.

Platform performance fluctuations are not the Company’s liability.

Platform account bans, restrictions, or policy violations are outside Company control.

9. WEBSITE DEVELOPMENT

Timelines depend on Client responsiveness.

Final payment is required prior to site launch or transfer.

Basic SEO setup does not guarantee ranking.

Ongoing maintenance requires a separate agreement.

10. CONTENT OWNERSHIP

All content created by SK Marketing & Media remains property of the Company until payment is received in full.

Upon full payment:

- The Client receives rights to final deliverables.
- The Company retains the right to use work in portfolio, case studies, and marketing unless otherwise agreed in writing.

Client-provided materials remain the Client's responsibility to ensure they do not infringe third-party rights.

11. CONFIDENTIALITY

Both parties agree to maintain confidentiality of proprietary information including:

- Business strategies
- Financial data
- Campaign plans
- Vendor relationships
- Account passwords

Confidential information will not be disclosed without consent.

12. VENDOR & THIRD-PARTY SERVICES

If the Company coordinates third-party vendors (print, event, advertising, merchandise, etc.):

- Vendor contracts are between Client and vendor unless otherwise specified.
- The Company is not liable for vendor errors, delays, or performance issues.
- Vendor costs may require advance payment.

13. EVENT SERVICES

For event coordination or coverage:

- Deposits are non-refundable.
- Weather, venue changes, or vendor disruptions are not the Company's liability.
- On-site hours are defined in the agreement.
- Additional hours incur additional fees.

14. TERMINATION

A. By Client

- 30 days written notice required for retainer services after minimum term.
- No refunds for work completed or time reserved.
- Outstanding balances remain due.

B. By Company

The Company reserves the right to terminate services if:

- Payment is repeatedly late
- Client is abusive or inappropriate
- Scope is repeatedly expanded without agreement
- Business misrepresentation occurs

No refunds will be issued for work already performed.

15. LIMITATION OF LIABILITY

SK Marketing & Media shall not be liable for:

- Indirect or consequential damages
- Loss of revenue or profits
- Platform outages or algorithm changes
- Third-party service failures
- Force majeure events (natural disasters, internet outages, etc.)

Total liability shall not exceed the amount paid by the Client in the previous 30 days.

16. FORCE MAJEURE

The Company is not responsible for delays caused by events beyond reasonable control, including:

- Natural disasters
- Government restrictions
- Platform outages
- Internet disruptions
- Illness or emergencies

17. INTELLECTUAL PROPERTY & AI USAGE

The Company may use AI-assisted tools for drafting, ideation, and optimization. Final deliverables are reviewed and refined by the Company.

All proprietary frameworks, templates, and internal systems remain intellectual property of SK Marketing & Media.

18. DISPUTE RESOLUTION

Any disputes shall first be addressed through good-faith mediation.

If legal action is required, jurisdiction shall be in the State of Texas.

19. AGREEMENT ACCEPTANCE

By signing a proposal, paying an invoice, submitting a deposit, or engaging services, the Client acknowledges that they:

- Have read
- Understand
- Agree to these Terms and Conditions

CLIENT NAME: _____

CLIENT SIGNATURE: _____

DATE: _____