

CATAC360 – General Terms and Conditions of Services

1. Definitions

Agency: CATAC360, operating through www.catacmedia.com.

Client: The individual or entity receiving Services from the Agency.

Services: All services provided by the Agency and its affiliates.

Deliverables: The outputs resulting from the Services.

Top-Up Account: A Client-managed prepayment account from which fees for Services are deducted.

2. Scope of Services

2.1. The Agency shall provide Services as described in the invoice or proposal.

2.2. Additional services requested by the Client shall be agreed upon separately and may incur additional fees.

3. Client Obligations

3.1. The Client shall provide necessary information, materials, and access required for delivering Services effectively.

3.2. The Client guarantees that all provided materials comply with applicable laws and regulations and do not infringe on third-party rights.

4. Fees, Payment, and Top-Up Account

4.1. Fees for Services will be detailed in the invoice provided to the Client.

4.2. Clients may choose to prepay a specified "Top-Up Amount," as indicated on each invoice, to their Top-Up Account. The Top-Up Amount is optional and decided by the Client at the time of payment.

4.3. Fees for Services shall be deducted from the Client's Top-Up Account. The Client may choose to use all or part of the available Top-Up balance to pay for invoiced Services.

4.4. Invoices must be paid within 14 days of the invoice date unless otherwise agreed in writing.

4.5. Late payments will incur interest at 4% per annum above the Bank of England's base rate.

5. Refund of Top-Up Account Balance

5.1. Clients may request a refund of any unused balance in their Top-Up Account.

5.2. Refund requests must be made in writing and will be processed within the same working day from receipt.

5.3. Refunds shall only be made for amounts not already allocated to invoiced Services.

6. Intellectual Property

6.1. Upon full payment, the Agency does not grant the Client a non-exclusive, non-transferable license to use Deliverables for the intended purpose.

6.2. The Agency retains rights to use Deliverables for its purposes unless explicitly agreed otherwise in writing.

7. Confidentiality

7.1. Both parties agree to keep confidential any proprietary or sensitive information exchanged during the Services.

7.2. Confidentiality obligations remain effective for two years post-termination.

8. Limitation of Liability

8.1. The Agency is not liable for indirect, incidental, or consequential damages arising from the Services.

8.2. The Agency's total liability shall be limited to the fees paid by the Client for the specific Services in question.

9. Termination

9.1. Either party may terminate the agreement by giving 10 days' written notice.

9.2. Upon termination, the Client shall pay for Services provided up to the termination date.

9.3. Any remaining Top-Up Account balance after settling outstanding Service charges will be refunded to the Client, subject to Clause 5.