

General terms and conditions

1. Introductory Provisions

1. These General Terms and Conditions (hereinafter referred to as '**GTC**') regulate the mutual rights and obligations between the digital agency **DigiBoost s.r.o.**, with its registered office at **Na Hřebenkách 815/130**, ID No.: **11875887**, registered in the Commercial Register maintained by the **Municipal Court in Prague**, Section C, Insert **355703/MSPH** (hereinafter referred to as the '**Provider**' or '**Digiboost**') and the physical or legal person requesting or utilizing the services of the Provider (hereinafter referred to as the '**Client**').
2. These GTC form an integral part of every Service Agreement or Contract for Work concluded between the Provider and the Client (hereinafter referred to as the '**Contract**'). Deviating provisions in the Contract shall take precedence over these GTC.

2. Subject of Performance

1. The Provider undertakes to provide the Client with services in the field of digital marketing, website development, graphic design, social media management, SEO, PPC campaigns, and consultations (hereinafter referred to as '**Services**') to the extent specified in a specific order or Contract.
2. The Client undertakes to pay the agreed remuneration for these Services and to provide necessary cooperation.

3. Conclusion of Contract and Orders

1. The Contract is concluded at the moment of:
 - a. Signature of a written contract by both parties.
 - b. Written (email) confirmation (acceptance) of the Provider's price quotation by the Client.
2. The Provider reserves the right to reject an order that conflicts with its [ethical code](#), legal regulations, or capacity capabilities.

4. Rights and Obligations of Parties (Cooperation)

1. **Client's Obligations:** The Client acknowledges that the successful delivery of Services depends on their cooperation. The Client is obliged to:
 - a. Deliver materials (texts, logos, account access) in the agreed format and by the agreed deadline.
 - b. Respond to inquiries and approve outputs without undue delay (usually within 3 business days).
2. **Client's Default:** If the Client is in delay with delivering materials or approvals, the deadline for the delivery of the Service by the Provider is automatically extended by the same period.
3. **Provider's Obligations:** The Provider undertakes to proceed with professional care, protect the Client's interests, and adhere to agreed deadlines (with the exception of point IV.2).

5. Price and Payment Terms

1. The price of Services is determined by a specific price quotation or the valid price list of the Provider.
2. **Additional Work:** Work beyond the scope of the approved offer (e.g., additional rounds of revisions beyond the agreed number, new website features) will be charged at the hourly rate according to the current price list, following prior notification to the Client.
3. **Media Budgets:** Prices for Digiboost services do not include payments to third parties (credit for Google Ads, Meta Ads, Sklik, domain purchase, hosting). These costs are paid by the Client directly to the respective platforms unless agreed otherwise.

4. **Maturity:** Invoices are standardly payable within **14 days** from the date of issue unless stated otherwise on the invoice.
5. In the event of a delay in payment, the Provider has the right to suspend all work on the project and deny access to previously unpaid outputs (e.g., websites) until the debt is fully paid.

6. Copyright and Licensing

1. For works protected by copyright law (graphics, website code, texts), Digiboost grants the Client a **non-exclusive license** to use the work for the purpose arising from the Contract.
2. **Transfer of Rights:** The license to use the work transfers to the Client only upon **full payment** of the total price for the work. Until then, the work remains the property of the Provider.
3. The Provider reserves the right to use open-source libraries and third-party software components subject to their own license terms (e.g., WordPress, plugins).
4. The Client is responsible for holding the rights to materials (photos, texts) provided to the Provider for processing.

7. Liability for Defects and Damages

1. Digiboost is liable for ensuring that Services are delivered in accordance with the assignment and with professional care.
2. **Limitation of Liability for Marketing:** The Provider is not liable for:
 - a. Changes in third-party algorithms (Google, Facebook) affecting search rankings or campaign performance.
 - b. Blocking of accounts by third parties (e.g., Meta), provided it was not caused by the direct fault of the Provider.
 - c. The Client's business results (profit, turnover), as marketing is only one of the success factors.
3. The maximum amount of compensation for damages caused by the Provider is contractually limited to the amount corresponding to the **price of the given order/Contract** from which the damage originated.

8. Confidentiality and References

1. Both parties undertake to maintain confidentiality regarding all confidential information (know-how, strategies, customer data) learned during the cooperation.
2. **References:** The Client agrees that Digiboost is entitled to list the Client in its portfolio (including the logo) and present the created work as its reference unless the Client stipulates otherwise in writing.

9. Termination of Cooperation

1. For one-off projects, cooperation ends with the handover and payment of the work.
2. For long-term cooperation (monthly retainer), either party may terminate the Contract in writing (by email) with a notice period of 3 **months**, which begins on the first day of the month following the delivery of the notice.
3. The Provider may withdraw from the Contract immediately in the event of a gross breach of obligations by the Client (especially non-payment of invoices after the due date).

10. Final Provisions

1. Legal relations not regulated by these GTC are governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code.
2. The Provider reserves the right to amend the wording of the GTC. The Client will be informed of any changes.
3. These GTC become effective on 1.1.2022.