



Terms & Conditions

In consideration of the mutual agreement made herein, both parties agree as follows:

Work: Toca Creative agrees to produce project materials at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. Toca Creative agrees that they will be the sole author of the Work, which will be original work and free of plagiarism. Toca Creative will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch.

Social Media Management: By engaging our social media management services, clients acknowledge and agree to the following: We will curate and create tailored social media content to enhance the client's online presence. Results may vary based on factors beyond our control. Client's grant us limited access to their social media accounts for management purposes, with strict confidentiality and security measures. The client is responsible for reviewing all content ensuring accuracy, legality, and compliance. We may engage with social media users on behalf of the client, maintaining a positive environment while disclaiming liability for third-party actions. We prioritise client data protection, adhering to privacy laws, while acknowledging social media platforms' data processing activities. Either party may terminate services with written notice, assisting the client in transitioning their accounts back to their direct management. These terms govern the relationship, superseding prior agreements. Any amendments require written mutual agreement.

Confidentiality: Toca Creative acknowledges that they may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Toca Creative agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Toca Creative before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this agreement, Toca Creative can display materials and final work created for Client on their website (tocacreative.com) and social media pages (@[tocacreative](https://www.instagram.com/tocacreative)).

Compensation: Client agrees to pay Toca Creative a non refundable 50% of the total project cost before any services are provided. The remaining 50% is to be paid either in whole or split into phases agreed by Toca Creative and Client prior to the project starting. This will be cleared before any workable files are delivered. If the Client fails to pay the final amount by the agreed payment date, Toca Creative reserves the right to add a late payment fee on top of the original charge. This will be discussed and determined by how late the payment is made. If the parameters of the Work change, or if it involves more time than estimated, Toca Creative will inform Client and they can renegotiate the Work's cost. Toca Creative is responsible for the payment of local taxes with respect to the services they perform for the client as a Ltd company. The Client will not treat Toca Creative as an employee for any purpose.

Client Approval: Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. printing, etc.) Toca Creative is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.



Cancellation: Both parties understand that Client or Toca Creative may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Toca Creative. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of cancellation prior to completion, Toca Creative retains ownership of all copyrights and original work created. If the project is completed, approved and fully paid for all materials will belong solely to the Client.

Limitation of Liability: Toca Creative shall not be held liable for any direct, indirect, incidental, consequential, or special damages, including but not limited to loss of profits, revenue, data, or business opportunities, arising from or in connection with the use of their services. While we strive to deliver exceptional creative solutions, the client acknowledges that the success and impact of creative endeavors can be subjective and influenced by various factors beyond our control. This includes market conditions, audience reception, and individual preferences. Any decisions or actions taken by the client based on the outcomes of our services are done so at their own risk. Our liability is limited to the extent permitted by law, and the client agrees to release and hold us harmless from any claims or damages arising from the use of our services.

Acceptance of Terms: Client promises to pay for the services rendered by Toca Creative for the Work as agreed upon. By signing below or sending an email acknowledging acceptance of the terms, Client agrees they have read, understood, and are considered legally bonded to these terms.