

## Terms and Conditions

The following terms govern the relationship between the customer (hereinafter referred to as "customer") and Digital Grid Agency, a company organized under the laws of California, USA, (hereinafter referred to as "Digital Grid Agency"), regarding the customer's use of Digital Grid Agency's services. These Terms and Conditions constitute an integral part of the main agreement entered into between the parties. In case of any discrepancies between the parties, the terms shall be specified specifically in the main agreement or in an annex attached to the main agreement.

### 1. Use of Digital Grid Agency's Services

1.1. The customer agrees to use the service solely for lawful activities, in accordance with all applicable laws and these terms and conditions. Prohibited use includes, but is not limited to:

Threats to individuals or organizations.

Attempts to represent oneself as a representative of brands/services without the owner's consent.

1.2. The contracting customer is responsible for all use of their account.

1.3. It is the customer's responsibility to prevent the password obtained for the use of their account from falling into the wrong hands.

1.4. The customer is aware and accepts that Digital Grid Agency does not provide any return guarantee regarding the customer's use of the service.

### 2. Security

2.1. The customer may not use Digital Grid Agency's services or the resources they provide access to read or modify information for other Digital Grid Agency customers.

2.2. Digital Grid Agency reserves the right to disclose customer information to system administrators or authorities to assist them in investigating suspected misuse of this or other services.

### 3. Digital Grid Agency's Obligations

3.1. Digital Grid Agency shall provide its services in accordance with the provisions of this agreement. Digital Grid Agency has the right to assign its rights and obligations under this agreement.

3.2. Digital Grid Agency handles all customer information as confidential and undertakes to protect the customer's privacy, not to disclose customer information except as provided in

2.2. "Confidential information" means any information - technical, commercial, or of any other nature - regardless of whether the information is documented or not, except for:

Information that is generally known or comes to public knowledge in any other way than through a breach by either party of the contents of this agreement.

Information that the party can demonstrate that it already knew before receiving it from the other party.

Information that the party has received or will receive from a third party without being bound by confidentiality obligations towards that party.

3.3. Digital Grid Agency only takes SEO on-page measures that comply with the guidelines of the respective search engine. Cloaking, hidden texts, etc. are examples of working methods Digital Grid Agency does not use.

#### **4. Payment and Compensation**

4.1. Payment shall be made to Digital Grid Agency no later than the due date specified in the main agreement. If the customer has chosen to pay for the service in installments on several occasions, or is billed monthly, the invoiced amount must always be received by Digital Grid Agency no later than the respective due date. In case of delayed installment payment, the entire remaining amount for the service as a whole becomes immediately due for payment. The credit period is 14 business days unless otherwise agreed.

4.2. Late payment interest accrues at 8% from the due date until payment is made in full. Digital Grid Agency has the right to impose an invoice fee of \$20 per invoice for split payment.

4.3. In case Digital Grid Agency's claim is not paid in full, Digital Grid Agency has the right to charge reminder fees, collection fees, and fees for its own work.

4.4. Installment payment and/or extended credit period of invoice are only granted if the customer does not have any previous payment remarks. Credit checks are conducted for all customers. In case of payment remarks, any commitment to installment payment and/or extended credit period of invoice is waived. In these cases, Digital Grid Agency has the right to demand advance payment before the service is delivered to the customer.

4.5. Digital Grid Agency reserves the right to require advance payment from customers who are not registered in US before the service begins.

4.6. In case the customer does not pay Digital Grid Agency's invoice (alternatively partial invoice for split payment) by the due date, or is declared bankrupt or can be assumed to be insolvent on other grounds, Digital Grid Agency has the right to terminate the agreement and terminate the service immediately.

4.7. All prices are stated excluding taxes.

#### **5. Customer's Responsibilities**

5.1. The customer is responsible for providing Digital Grid Agency with the necessary information to complete the assignment in full. This includes, for example, access information to the customer's website and any other information deemed necessary for the completion of Digital Grid Agency's work. In case Digital Grid Agency does not receive this information, the customer will still be charged for the service at its full cost.

5.2. The customer shall actively ensure that the service can be carried out as intended.

5.3. The customer is responsible for not overwriting Digital Grid Agency's SEO work on the website. If this occurs and the customer wishes Digital Grid Agency to restore the work, a charge of \$150/hour will apply.

5.4. The customer is responsible for not overwriting Digital Grid Agency's Website, Social Media services work on respective platforms eg. Meta, Tiktok, WordPress etc. If this occurs and the customer wishes Digital Grid Agency to restore the work, a charge of \$150/hour will apply.

5.5. Each party is responsible for the management, maintenance, and development of its own website and for the information and materials presented thereon. In case the customer engages another provider of the same type of services as Digital Grid Agency provides concurrently with Digital Grid Agency, Digital Grid Agency's responsibility for the service is limited to the work performed by Digital Grid Agency. Digital Grid Agency assumes no responsibility for the work of other providers if the customer is harmed thereby.

## **6. Google Ads Product, Meta and Tiktok**

6.1. The Google Ads, Meta ads and Tiktok ads account is managed and administered by Digital Grid Agency. After the collaboration is concluded, the customer owns the account and its contents. The customer should notify Digital Grid Agency in writing before the account sharing is terminated, to allow Digital Grid Agency reasonable time to change any billing routines related to Google spend/traffic budget.

6.2. If the customer has not made payment by the due date of the invoice, Digital Grid Agency has the right to pause advertising on the account.

## **7. Force Majeure and Other Limitations of Liability**

7.1. Digital Grid Agency's liability for damage or loss suffered by the customer is always limited to a maximum of half of the invoicing amount agreed in contact. Digital Grid Agency is not responsible for damage that has occurred where the cause is beyond Digital Grid Agency's control or has been determined or affected by a third party.

7.2. Digital Grid Agency does not guarantee any levels of ranking or ranking results on search engines.

7.3. Digital Grid Agency is not liable in any case for indirect damage, indirect loss, or consequential damage.

7.4. Digital Grid Agency cannot be held responsible for hacker attacks on the customer's websites. For website restoration or other actions desired by the customer, Digital Grid Agency charges a fee of \$150/hour.

## **8. Term of Agreement and Termination**

8.1. The initial term of the agreement is 12 months or as agreed in the main agreement. The party wishing to terminate the agreement after this term must give written notice of termination no later than two months before the end of the term; otherwise, the agreement is extended in accordance with the following section 8.2. This is to allow Digital Grid Agency reasonable opportunity to lead, allocate, and plan work for the customer. Any deviations from this shall be specified in the main agreement and signed by both parties.

8.2. If the customer does not terminate the agreement in accordance with section 8.1 above, the term of the agreement is automatically extended by 12 months (or such other initial term as agreed in the main agreement) at a time and otherwise at the price, service content, and conditions as for the previous term. The same notice period and conditions apply to the extension period as for the initial term of the agreement.

8.3. The customer is obliged to pay compensation equivalent to 80 percent of the amount that Digital Grid Agency would otherwise have invoiced for the remaining term of the agreement if the customer terminates the agreement prematurely in violation of sections 8.1 and 8.2 above.

8.4. Termination must be made in writing with the signature of a legally authorized signatory and is effective from the date Digital Grid Agency receives the termination notice. It is the customer's responsibility to ensure that Digital Grid Agency receives the termination notice. Digital Grid Agency sends a confirmation of receipt after receiving the termination notice.

## **9. Recruitment of Personnel**

9.1. During the collaboration with Digital Grid Agency and for a period of 12 months thereafter, the customer agrees not to directly or indirectly solicit, recruit, or hire any

personnel who have been employed by Digital Grid Agency during the collaboration period, without prior written consent from Digital Grid Agency. In the event that the customer breaches this provision, the customer shall be liable to Digital Grid Agency for damages. As the calculation of damages may be complex and difficult to quantify, the parties agree that in the event of such breach, the customer shall pay liquidated damages to Digital Grid Agency in the amount of \$50,000. This amount shall be payable within 60 days from the date of the breach. This provision shall survive the termination or expiration of the agreement between the parties.

## **10. Amendments**

10.1. All written or oral commitments and assurances preceding the agreement are replaced by the contents of the main agreement and these general terms.

10.2. Digital Grid Agency has the right to amend these general terms. Changes to the terms take effect upon renewal of the agreement period or if the change is prompted by a court decision or legislative amendment, immediately. The current general terms are published on <https://digitalgridagency.com>.

10.3. Additions to and amendments of the terms in the signed main agreement shall, to be binding, be drawn up in writing and signed by the parties.

## **11. Complaints and Disputes**

11.1. Disputes regarding the interpretation or application of the agreement between the customer and Digital Grid Agency and related legal relationships shall, in the first instance, be resolved through negotiations between the parties. If the parties cannot agree, any dispute shall be finally settled by a court of general jurisdiction.

11.2. Complaints shall be made in writing within two weeks from the date on which the party became aware, or should have become aware, of the basis for the complaint. Failure to make a complaint shall be deemed to constitute a waiver of the right to make a claim.

11.3. US law shall apply to the main agreement and these general terms.