

Terms & Conditions of Service
Effective Date: 01 March 2025

1. Introduction

These Terms & Conditions ("Agreement") govern all services provided by Skye Digital Marketing (Pty) Ltd ("Skye Digital", "we", "us"), a digital marketing agency based in Cape Town, South Africa, to the client ("Client", "you"). By paying any invoice, deposit, or subscription fee (including via Paystack), you agree to be bound by these Terms.

2. Scope of Services

Skye Digital provides digital marketing services, including but not limited to:

- Google Business Profile (GBP) SEO
- Website SEO
- Website Design & Development
- Social Media Management
- Digital Strategy Consulting

Specific services are outlined in each invoice, email proposal, or correspondence.

3. Fees and Payments

One-Time Projects

- Fees as per invoice.
- Deposit required before work begins.
- Balance due upon completion or per the invoice.

Recurring/Subscription Services

- Monthly charges via Paystack.
- Subscriptions may be paused or canceled with written notice (see Section 5).

4. Chargebacks and Disputes

Chargebacks are strongly discouraged. Contact us at accounts@skyedigital.co.za **before** initiating one. If a chargeback is filed without prior notice, we reserve the right to:

- Suspend services immediately
- Dispute the chargeback with supporting documentation
- Recover legal/administrative costs related to the chargeback

Proof of service acceptance may include emails, receipts, or persistent use of delivered services.

5. Cancellation & Refunds

- **One-time projects:**
 - Cancel within 3 days of deposit for a full refund (if work hasn't started).
 - Partial or discretionary refunds after commencement.
 - **Subscriptions:**
 - Cancel at least 7 days before the next billing date (email accounts@skyedigital.co.za).
 - No refunds for periods already billed unless legally required.
-

6. Delivery Timelines

Timelines are specified in your invoice or proposal. Delays caused by you (e.g., missing content or feedback) are not our responsibility and may incur extra charges.

7. Client Responsibilities

You commit to:

- Providing necessary assets and information
- Responding to requests within 5 business days
- Supplying accurate credentials and business details

Delays in fulfilling these may postpone delivery and do not entitle you to refunds.

8. Revisions & Scope Changes

A reasonable number of revisions is included, as defined in your invoice or proposal. Additional or substantial changes may incur extra fees.

9. Intellectual Property

- You own final deliverables once full payment is received.
- We reserve the right to display work in our portfolio (non-confidential).
- Unpaid work remains our intellectual property.

10. Limitation of Liability

Skye Digital is not liable for:

- Indirect or consequential damages
- Lost revenue due to SEO or algorithm changes
- Third-party platform errors (e.g., Google, Paystack)
- Client-caused delays or miscommunications

Our total liability is capped at the total amount you've paid in the preceding 3 months.

11. Dispute Resolution

We'll attempt to resolve disputes via email first. If unresolved, we agree to mediation in Cape Town prior to court action.

12. Governing Law

This Agreement is governed by the laws of the **Republic of South Africa**.

13. Acceptance

By:

- Paying via Paystack,
- Confirming a quote via email, or
- Paying any invoice,

—you confirm acceptance of these Terms & Conditions.

14. Updates

Terms may be updated on our website (e.g., <https://skyedigital.co.za/terms>). You'll be notified of any material changes via email.

15. Contact

For inquiries, cancellations, or disputes:

 help@skyedigital.co.za