

Social Engine Terms & Conditions

1. Definitions & Interpretation

In these Terms, capitalised terms have the meanings given to them in the applicable **Service Order**, unless otherwise stated.

“**Agreement**” means the Social Engine Service Order together with these Terms & Conditions.

2. Services

The Service Provider shall provide managed social video content creation and social network posting services (“**Services**”) as described on the Service Provider’s website and in the applicable Service Order.

AI Disclosure

The Client acknowledges that the Service Provider may use AI-assisted tools as part of the Services. The Client further acknowledges that content created using AI tools may be subject to different intellectual property treatment than purely human-created works.

3. Client Obligations

The Client shall:

- Provide accurate, complete, and timely information required for the Services
- Provide and maintain access credentials to relevant social media accounts using secure methods
- Promptly assist with re-verification requests (including 2FA or platform security checks)
- Ensure all materials supplied are lawful, non-infringing, and platform-compliant

The Service Provider’s obligations **do not commence** until the Client has provided all required access and assistance.

The Services are provided **strictly on a business-to-business basis**. The Client confirms it is entering into this Agreement wholly in the course of business.

4. Revisions & Approval

Unless otherwise agreed in writing:

- The Client is entitled to **one (1) round of minor revisions per content item**
- Substantial edits or additional revisions are chargeable at the Service Provider’s prevailing hourly rate

If no feedback is received within **forty-eight (48) hours** of delivery, the content shall be deemed approved for posting.

5. Right to Post & Account Access

The Client grants the Service Provider the right to post content to the Client’s social media accounts for the purpose of delivering the Services.

The Service Provider may refuse to post content that, in its reasonable opinion, violates platform rules, applicable law, or poses reputational risk.

If access credentials are withdrawn, invalidated, or a platform suspends an account, the Service Provider shall not be liable for service interruption and Fees remain payable.

6. Fees & Payment

Fees are payable in accordance with the Service Order.

Invoices are payable within **seven (7) days**. Interest may accrue on overdue sums at **4% above the Bank of England base rate**.

The Service Provider may suspend Services for non-payment without affecting the Client’s obligation to pay all outstanding Fees.

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7. Term & Termination

Termination must be provided in writing by email in accordance with the Notices clause.

Termination does not relieve the Client of payment obligations accrued prior to termination, including any remaining portion of an Initial Term.

8. Intellectual Property

8.1 Trial Content

All sample, test, or trial content remains the property of the Service Provider until the Client becomes a paying customer.

8.2 Licence to Use Content

Upon full payment of applicable Fees, the Client is granted a **non-exclusive, perpetual, royalty-free licence** to use the final video outputs created specifically for the Client.

This licence **excludes** the Service Provider's background intellectual property, including templates, workflows, prompts, formats, software, and any underlying rights held by AI platforms.

8.3 Client Materials

The Client retains ownership of its brand, likeness, logos, and supplied materials and warrants it has the right to grant their use.

9. Case Studies & Promotion

The Service Provider may create case studies and promotional materials using the Client's publicly available content.

Draft case studies will be provided for review. If no response is received within **thirty (30) days**, approval shall be deemed granted.

10. Confidentiality

Each party shall keep confidential all non-public information received from the other and use it solely for the purposes of performing this Agreement.

11. Data Protection (UK GDPR)

To the extent the Service Provider processes Personal Data on behalf of the Client:

- The Client acts as Data Controller and the Service Provider as Data Processor
- Processing shall occur only in accordance with written instructions and applicable law
- Appropriate technical and organisational security measures shall be maintained

The Services do not require the processing of special category personal data.

12. No Guarantee

The Service Provider makes **no guarantees** regarding:

- Leads
 - Engagement
 - Sales
 - Platform reach
 - Algorithmic performance
 - Account security or third-party breaches
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13. Third-Party Platforms

The Service Provider is not responsible for actions taken by third-party platforms, including content removal, account suspension, throttling, outages, or algorithm changes.

14. Limitation of Liability

The Service Provider's total aggregate liability shall not exceed the total Fees paid by the Client in the **twelve (12) months** preceding the claim.

No liability is accepted for indirect or consequential losses, including loss of profit, data, or reputation.

Nothing limits liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

15. Indemnity

The Client shall indemnify the Service Provider against all losses, costs, and claims arising from:

- Breach of this Agreement by the Client
- Client-supplied content
- Client misuse of the Services
- Any claim that Client materials infringe third-party rights

except where caused solely by the Service Provider's original content.

16. Non-Solicitation

The Client shall not solicit or engage any employee or contractor of the Service Provider during the term of this Agreement and for **twelve (12) months** thereafter.

17. Subcontracting

The Service Provider may subcontract or delegate performance of the Services, provided it remains responsible for delivery in accordance with this Agreement.

18. Force Majeure

Neither party shall be liable for failure caused by events beyond its reasonable control.

19. Changes to Terms

The Service Provider may update these Terms by providing notice via email. Continued use of the Services constitutes acceptance of the updated Terms.

20. Notices

Notices must be sent by email to the addresses used during onboarding and are deemed received on the **next business day**.

21. Survival

Termination or expiry of this Agreement shall not affect accrued rights.

Clauses relating to **Fees, Intellectual Property, Case Studies, Confidentiality, Data Protection, No Guarantee, Liability, Indemnity, Governing Law**, and those intended by their nature to survive shall do so.

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22. Waiver

No failure or delay to exercise any right shall constitute a waiver. Any waiver must be in writing and shall not waive subsequent breaches.

23. Severability

If any provision is held invalid or unenforceable, it shall be modified or severed to the minimum extent required, and the remaining provisions shall remain in full force and effect.

24. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or proposals.

25. Governing Law & Jurisdiction

This Agreement is governed by the laws of **England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.
