



WELCOME TO STARFISH DIGITAL MARKETING TERMS AND CONDITIONS

These terms and conditions outline the rules and regulations for the use of Starfish Digital Marketing Website.

By coming on board with Starfish Digital Marketing you accept these terms and conditions in full.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: “Client”, “You” and “Your” refers to you, the person or business coming on board with Starfish Digital Marketing, and accepting the Company’s terms and conditions. “The Company”, “Ourselves”, “We”, “Our” and “Us”, refers to our Company. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves, or either the Client or ourselves. “Intellectual Property” means all intellectual property rights of whatsoever nature, including (without limitation) patents, designs, present and future trademark or copyright, and whether or not registered or registrable by any means, and the right to file an application for the registration thereof. “Product” of “Service” means any deliverables by Starfish Digital Marketing. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services, in accordance with and subject to, prevailing law. Starfish Digital Marketing maintains its website as a service to the internet community. Access to and use of www.starfishdigitalmarketing.com is subject to the terms and conditions set forth herein and all applicable laws. Starfish Digital Marketing may revise these terms and conditions from time to time by updating this posting. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.



LICENSE

Unless otherwise stated, Starfish Digital Marketing and/or its licensors own the intellectual property rights for all material owned by Starfish Digital Marketing. All intellectual property rights are reserved. You may view and/or print pages from <http://www.starfishdigitalmarketing.com> for your own personal use subject to restrictions set in these terms and conditions.

You must not:

- Republish material from Starfish Digital Marketing.
 - Sell, rent or sub-license material from Starfish Digital Marketing.
 - Reproduce, duplicate or copy material from Starfish Digital Marketing
- Redistribute content from Starfish Digital Marketing (unless content is specifically made for redistribution).

IFRAMES

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Website.

RESERVATION OF RIGHTS

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site.

We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.



DISCLAIMER

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to Starfish Digital Marketing and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer will:

- Limit or exclude our or your liability for death or personal injury resulting from negligence;
- Limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- Limit any of our or your liabilities in any way that is not permitted under applicable law;
- Or exclude any of our or your liabilities that may not be excluded under applicable law.

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to Starfish Digital Marketing and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

EVENTS OUTSIDE OF OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under any contract with you that is caused by events outside of



our reasonable control (a “Force Majeure Event”) including, without limitation, fire, flood, explosion, storm, earthquake, war, terrorism, sabotage, revolution, riot or civil commotion, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, strikes, lockouts, failure of supplies of public or private telecommunications networks, power or fuel or the default of suppliers or subcontractors. Our performance under our contract with you is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Events to a close or to find a solution by which our obligations under such contract may be performed despite the Force Majeure Event.

CONTACT

For any enquiries and ongoing communication, the “Client’s” main point of contact will be their assigned Account Manager. Any outstanding invoices will be going through Starfish Digital Marketing’s Accounts department.