

TERMS AND CONDITIONS

EFFECTIVE DATE: 12/03/2023

- Privacy Policy..... 3**
 - 1. Information We Collect..... 3
 - 2. How We Collect Data..... 3
 - 3. Purpose of Data Collection..... 3
 - 4. Sharing Personal Data..... 3
 - 5. Data Security..... 3
 - 6. Your Rights..... 3
 - 7. Data Retention..... 4
 - 8. Changes to This Privacy Policy..... 4
 - 9. Contact Us..... 4
- Cookie Policy..... 5**
 - 1. What Are Cookies?..... 5
 - 2. Types of Cookies We Use..... 5
 - 3. How We Use Cookies..... 5
 - 4. Third-Party Cookies..... 5
 - 5. Managing Your Cookie Preferences..... 5
 - 6. Changes to This Cookie Policy..... 6
 - 7. Contact Us..... 6
- Terms of Service..... 7**
 - 1. Services..... 7
 - 2. Use of Our Website..... 7
 - 3. Client Responsibilities..... 7
 - 4. Payment Terms..... 7
 - 5. Intellectual Property..... 7
 - 6. Limitation of Liability..... 7
 - 7. Confidentiality..... 8
 - 8. Termination..... 8
 - 9. Continuation of Terms..... 8
 - 10. Governing Law..... 8
 - 11. Changes to These Terms..... 8
 - 12. Contact Us..... 8
- Refund and Cancellation Policy..... 9**
 - 1. Cancellation of Services..... 9
 - 2. Refunds..... 9
 - 3. Non-Refundable Services..... 9
 - 4. Disputes..... 9
 - 5. Changes to This Policy..... 9
 - 6. Contact Us..... 9

Intellectual Property Rights..... 10

- 1. Ownership of Intellectual Property..... 10
- 2. Use of Intellectual Property..... 10
- 3. Protection of Agency-Owned Systems and Accounts..... 10
- 4. Confidential Information..... 10
- 5. Conflicting Use of Intellectual Property..... 10
- 6. Changes to This Policy..... 10
- 7. Contact Us..... 11

Data Processing Agreement..... 12

- 1. Definitions..... 12
- 2. Scope and Purpose of Processing..... 12
- 3. Compliance with Laws..... 12
- 4. Types of Personal Data Processed..... 12
- 5. Obligations of the Processor..... 12
- 6. Sub-Processors..... 13
- 7. Data Subject Rights..... 13
- 8. Data Transfers..... 13
- 9. Data Retention and Deletion..... 13
- 10. Security Incidents..... 13
- 11. Governing Law and Jurisdiction..... 13
- 12. Changes to This Agreement..... 13
- 13. Contact Us..... 14

Privacy Policy

Vivify Marketing Limited ("we," "us," or "our") is committed to protecting and respecting your privacy. This Privacy Policy explains how we collect, use, store, and protect personal data when you interact with us, visit our website, or use our services.

1. Information We Collect

We may collect and process the following types of personal data:

- **Names**
- **Email addresses**
- **Phone numbers**
- **Company information**

2. How We Collect Data

We collect personal data through the following methods:

- **Email Communications:** When you contact us via email.
- **Website Forms:** When you submit forms on our website.
- **Cookies:** When you visit our website, we may use cookies and similar technologies to collect data about your visit. For more information, please refer to our Cookie Policy.

3. Purpose of Data Collection

We collect and use personal data for the following purposes:

- **Marketing:** To send promotional materials and information about our services.
- **Customer Service:** To respond to inquiries and provide support.
- **Analytics:** To analyse website usage and improve our services.

4. Sharing Personal Data

We do not share personal data with third parties unless explicitly requested or given permission by the individuals concerned. However, we may use third-party services such as Meta and Google cookie tracking tags on our website for analytics and marketing purposes.

5. Data Security

We take the following measures to protect personal data:

- **Staff Training:** Regular training on data protection practices.
- **Confidential File Protection:** Password protection for confidential files and systems.
- **Two-Factor Authentication (2FA):** Use of 2FA where available to enhance security.

6. Your Rights

Under GDPR and other applicable laws, you have the following rights regarding your personal data:

- **Access:** The right to request access to your personal data.
- **Rectification:** The right to request corrections to your personal data.
- **Erasure:** The right to request deletion of your personal data.
- **Restriction:** The right to request restriction of processing your personal data.
- **Objection:** The right to object to the processing of your personal data.
- **Data Portability:** The right to request transfer of your personal data.

To exercise any of these rights, please contact us at: **hello@vivify.agency**

7. Data Retention

We retain personal data in accordance with UK industry standards and only for as long as necessary to fulfill the purposes for which it was collected, or as required by law.

8. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. Any changes will be posted on this page with an updated effective date.

9. Contact Us

If you have any questions about this Privacy Policy or our data practices, please contact us at: **hello@vivify.agency**

Cookie Policy

Vivify Marketing Limited ("we," "us," or "our") uses cookies and similar technologies to improve your experience on our website and to analyse and enhance our services. This Cookie Policy explains what cookies are, how we use them, and how you can manage your preferences.

1. What Are Cookies?

Cookies are small text files that are placed on your device (computer, smartphone, tablet) when you visit a website. They help the website remember your actions and preferences over a period of time, making your next visit easier and the site more useful to you.

2. Types of Cookies We Use

We use the following types of cookies on our website:

- **Essential Cookies:** These cookies are necessary for the website to function properly. They enable basic functions like page navigation and access to secure areas of the website. The website cannot function properly without these cookies.
- **Analytical/Performance Cookies:** These cookies allow us to recognize and count the number of visitors and to see how visitors move around our website. This helps us to improve the way our website works, for example, by ensuring that users find what they are looking for easily.
- **Functionality Cookies:** These cookies are used to recognize you when you return to our website. They enable us to personalise our content for you, greet you by name, and remember your preferences.

3. How We Use Cookies

We use cookies to:

- Ensure the proper functioning of our website.
- Collect analytical data to improve our website and services.
- Recognize you when you return to our website and personalise your experience.

4. Third-Party Cookies

We may use third-party services, such as Meta and Google, which set their own cookies to provide us with analytics and marketing insights. These third-party cookies are governed by the respective privacy policies of these external services.

5. Managing Your Cookie Preferences

You can manage your cookie preferences through your browser settings. Most web browsers allow you to control cookies through their settings preferences. Here are links to instructions for managing cookies in different browsers:

- [Google Chrome](#)
- [Mozilla Firefox](#)
- [Apple Safari](#)
- [Microsoft Edge](#)

Please note that if you disable cookies, some parts of our website may become inaccessible or not function properly.

6. Changes to This Cookie Policy

We may update this Cookie Policy from time to time to reflect changes in our practices and services. Any changes will be posted on this page with an updated effective date.

7. Contact Us

If you have any questions about this Cookie Policy or our use of cookies, please contact us at: hello@vivify.agency

Terms of Service

These Terms of Service ("Terms") govern your use of the website and services provided by Vivify Marketing Limited ("we," "us," or "our"). By accessing or using our website and services, you agree to be bound by these Terms.

1. Services

Vivify Marketing Limited offers marketing services, including but not limited to digital marketing, content creation, and advertising campaigns. The specific services provided will be outlined in individual client agreements.

2. Use of Our Website

By using our website, you agree to:

- Use the website in accordance with these Terms and any applicable laws.
- Not use the website for any unlawful or prohibited activities.
- Not attempt to disrupt or interfere with the website's functionality or security.

3. Client Responsibilities

Clients are responsible for:

- Providing accurate and complete information required for the provision of services.
- Ensuring timely payment for services as agreed in the client contract.
- Cooperating with us in a timely manner to facilitate the delivery of services.

4. Payment Terms

- All fees for our services will be outlined in the client contract and/or statement of work.
- Payments must be made according to the agreed schedule in the client contract.
- Late payments may result in additional charges or suspension of services.

5. Intellectual Property

- All intellectual property, including but not limited to content, materials, designs, and any other deliverables created by Vivify Marketing Limited during the provision of services, remains our property.
- Clients are granted a licence to use the created intellectual property for the purposes specified in the client contract, provided that the use does not undermine any work that the agency has been tasked to fulfil.
- This licence does not extend to Vivify Marketing Limited's internal processes, strategies, or access to agency-owned systems, which remain exclusively our property.

6. Limitation of Liability

- Vivify Marketing Limited will not be liable for any indirect, incidental, special, or consequential damages arising from the use of our services or website.
- Our total liability for any claim arising from these Terms or our services will not exceed the amount paid by the client for the services in question.

7. Confidentiality

- Both parties agree to keep confidential any proprietary information received from the other party during the term of the service agreement.
- Confidential information will not be disclosed to any third parties without prior written consent, except as required by law.

8. Termination

- Either party may terminate the service agreement by providing written notice to the other party, in accordance with the termination terms specified in the client contract.
- Upon termination, clients will pay for all services rendered up to the termination date, or as per the timescales set out in the contract, should this differ from the termination date.
- Vivify Marketing Limited reserves the right to terminate the service agreement immediately if the client breaches any of these Terms or the specific terms outlined in the client contract.

9. Continuation of Terms

- If a client contract has expired but Vivify Marketing Limited continues to provide services and the client continues to make payments, these Terms will remain in effect.
- Additionally, if the Agency has been providing services to a client for 12 months or more without a formal contract, these Terms and Conditions shall apply.

10. Governing Law

These Terms are governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising from these Terms or our services will be subject to the exclusive jurisdiction of the courts of the United Kingdom.

11. Changes to These Terms

We may update these Terms from time to time. Any changes will be posted on this page with an updated effective date. Your continued use of our website and services after any changes constitutes your acceptance of the new Terms.

12. Contact Us

If you have any questions about these Terms or our services, please contact us at:
hello@vivify.agency

Refund and Cancellation Policy

This Refund and Cancellation Policy outlines the conditions under which clients of Vivify Marketing Limited ("we," "us," or "our") can request refunds or cancel services.

1. Cancellation of Services

- Clients may cancel services by providing written notice to Vivify Marketing Limited, in accordance with the cancellation terms specified in the client contract.
- Upon cancellation, clients are responsible for paying for all services rendered up to the cancellation date, or as per the timescales set out in the contract, should this differ from the cancellation date.

2. Refunds

- Refunds are only available under the conditions specified in the client contract.
- If a refund is applicable, the amount will be calculated based on the services provided up to the cancellation date or according to the terms specified in the client contract.
- Any advance payments for services not yet rendered may be refunded, minus any applicable fees or costs incurred by Vivify Marketing Limited.

3. Non-Refundable Services

- Certain services may be non-refundable as specified in the client contract. Clients will be informed of any non-refundable services before entering into the service agreement.

4. Disputes

- If there is a dispute regarding a refund or cancellation, clients should contact us at **hello@vivify.agency** to resolve the issue.

5. Changes to This Policy

- Vivify Marketing Limited reserves the right to modify this Refund and Cancellation Policy at any time. Any changes will be posted on this page with an updated effective date.
- Clients are encouraged to review this policy periodically to stay informed about any changes.

6. Contact Us

- If you have any questions about this Refund and Cancellation Policy, please contact us at: **hello@vivify.agency**

Intellectual Property Rights

This Intellectual Property Rights policy outlines the ownership and use of intellectual property created during the course of services provided by Vivify Marketing Limited ("we," "us," or "our").

1. Ownership of Intellectual Property

- All intellectual property, including but not limited to content, materials, designs, and any other deliverables created by Vivify Marketing Limited during the provision of services, remains our property.
- Clients are granted a licence to use the created intellectual property for the purposes specified in the client contract, provided that the use does not undermine any work that the agency has been tasked to fulfil.

2. Use of Intellectual Property

- Clients agree not to use any intellectual property provided by us for any purpose outside the scope of the client contract.
- The licence granted to clients is non-transferable and non-exclusive, and is limited to the specific use cases agreed upon in the client contract.

3. Protection of Agency-Owned Systems and Accounts

- Vivify Marketing Limited will not provide any third party, including clients, access to our agency-owned accounts or systems.
- Our internal processes, strategies, and proprietary systems remain exclusively our property and are not shared with clients or third parties.

4. Confidential Information

- Any confidential information shared by Vivify Marketing Limited with clients is provided solely for the purposes of fulfilling the service agreement and must not be disclosed to any third parties without our prior written consent.
- Clients agree not to use any confidential information in a way that conflicts with the interests of Vivify Marketing Limited or disrupts or hinders the work we provide.

5. Conflicting Use of Intellectual Property

- Clients must not use any intellectual property provided by Vivify Marketing Limited in a manner that conflicts with the interests of our agency or interferes with the services we provide.
- Any use of our intellectual property that disrupts or hinders our work will be considered a breach of the client contract and these terms.

6. Changes to This Policy

- Vivify Marketing Limited reserves the right to modify this Intellectual Property Rights policy at any time. Any changes will be posted on this page with an updated effective date.
- Clients are encouraged to review this policy periodically to stay informed about any changes.

7. Contact Us

- If you have any questions about this Intellectual Property Rights policy, please contact us at: hello@vivify.agency

Data Processing Agreement

This Data Processing Agreement ("Agreement") is made between Vivify Marketing Limited ("Processor," "we," "us," or "our") and the client ("Controller," "you," or "your") to outline the terms under which personal data will be processed by the Processor on behalf of the Controller, ensuring compliance with the General Data Protection Regulation (GDPR) and other applicable data protection laws.

1. Definitions

- **Personal Data:** Any information relating to an identified or identifiable natural person.
- **Processing:** Any operation or set of operations performed on Personal Data, whether or not by automated means.
- **Data Subject:** An identified or identifiable natural person to whom the Personal Data relates.

2. Scope and Purpose of Processing

- The Processor will process Personal Data on behalf of the Controller as necessary to provide the services outlined in the client contract.
- The Processor will process Personal Data only for the purposes specified in the client contract and in accordance with the Controller's documented instructions.

3. Compliance with Laws

- Both parties will comply with all applicable data protection laws, including GDPR for clients based in the EU/EEA and other relevant data protection laws for clients based in the USA.

4. Types of Personal Data Processed

- The types of Personal Data processed may include names, email addresses, phone numbers, and any other data specified in the client contract.

5. Obligations of the Processor

- The Processor will process Personal Data only on documented instructions from the Controller.
- The Processor will ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- The Processor will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including but not limited to encryption, pseudonymization, and access controls.
- The Processor will assist the Controller in ensuring compliance with GDPR obligations, including data subject rights, data protection impact assessments, and breach notifications.

- The Processor will make available to the Controller all information necessary to demonstrate compliance with this Agreement and allow for and contribute to audits conducted by the Controller or another auditor mandated by the Controller.

6. Sub-Processors

- The Processor will not engage any sub-processor without the prior specific or general written authorization of the Controller.
- Where the Processor engages a sub-processor, the same data protection obligations as set out in this Agreement will be imposed on the sub-processor by way of a contract.

7. Data Subject Rights

- The Processor will assist the Controller in responding to data subject requests to exercise their rights under applicable data protection laws.
- The Processor will promptly notify the Controller if it receives a request from a data subject under any applicable data protection law in respect of Personal Data processed on behalf of the Controller.

8. Data Transfers

- The Processor will not transfer Personal Data outside the European Economic Area (EEA) or the USA without the prior written consent of the Controller and will ensure appropriate safeguards are in place for any such transfers.

9. Data Retention and Deletion

- The Processor will retain Personal Data only for as long as necessary to fulfil the purposes outlined in the client contract or as required by law.
- Upon termination of the client contract, the Processor will, at the choice of the Controller, delete or return all Personal Data to the Controller and delete existing copies unless applicable law requires storage of the Personal Data.

10. Security Incidents

- The Processor will notify the Controller without undue delay after becoming aware of a Personal Data breach and will provide reasonable assistance to the Controller in relation to any personal data breach notifications the Controller is required to make under applicable data protection laws.

11. Governing Law and Jurisdiction

- This Agreement is governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts of the United Kingdom.

12. Changes to This Agreement

- Vivify Marketing Limited reserves the right to modify this Data Processing Agreement at any time. Any changes will be posted on this page with an updated effective date.
- Clients are encouraged to review this Agreement periodically to stay informed about any changes.

13. Contact Us

- If you have any questions about this Data Processing Agreement, please contact us at: **hello@vivify.agency**