



TERMS AND CONDITIONS DOCUMENT

EXTERNAL DOCUMENT

These Terms and Conditions ("Agreement") constitute a legally binding agreement between you (referred to as "Client," "You," or "Your") and Dikwe.Agency (referred to as "Dikwe.Agency," "We," "Us," or "Our"), governing Your use of Dikwe.Agency's services including but not limited to Brand Strategy, Interactive Design, Visual Storytelling, Social Media Management, Strategic Communications, and Event Experience Assets. By engaging with Dikwe.Agency's services, You agree to comply with and be bound by the terms and conditions outlined herein.

SERVICES OFFERED

Dikwe.Agency provides a comprehensive range of creative services tailored to meet the unique needs of each client. These services include but are not limited to:

1. Brand Strategy: Developing comprehensive brand strategies that encompass brand positioning, messaging, target audience identification, and competitive analysis.
2. Interactive Design: Creating engaging digital experiences through user-centric website design, mobile app development, and interactive multimedia content.
3. Visual Storytelling: Crafting compelling visual narratives through graphic design, illustration, photography, and video production to enhance brand storytelling.
4. Social Media Management: Developing and implementing social media strategies to increase brand visibility, engagement, and community growth across various platforms.
5. Strategic Communications: Developing communication plans and messaging frameworks to effectively convey brand values, key messages, and campaigns to target audiences.
6. Event Experience Assets: Designing event collateral, including signage, displays, presentations, and promotional materials to create immersive brand experiences at events and activations.
7. Each service is tailored to meet the specific objectives and requirements outlined by the client in collaboration with Dikwe.Agency's team of creative professionals.



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CLIENT RESPONSIBILITIES

As the client engaging with Dikwe.Agency's services, you are responsible for:

- Providing comprehensive briefs and relevant background information necessary for the successful completion of the project.
- Designating a point of contact to facilitate communication and provide feedback throughout the project lifecycle.
- Reviewing deliverables promptly and providing timely feedback and approvals to ensure project timelines are met.
- Your active participation and collaboration are essential for the successful execution of the project and achieving desired outcomes.

PAYMENT TERMS

Dikwe.Agency operates on transparent and fair payment terms outlined in the proposal or agreement provided to the client. Specific payment terms may include:

- Project fees: A flat fee or hourly rate for the services rendered, as detailed in the proposal.
- Payment schedule: A breakdown of payment milestones tied to project deliverables or timeline milestones.
- Payment methods: Accepted forms of payment and instructions for remittance.
- Clients are required to adhere to the agreed-upon payment schedule to maintain project momentum and ensure timely delivery of services.



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INTELLECTUAL PROPERTY

Dikwe.Agency retains ownership of all intellectual property rights associated with the services provided, including:

- Original concepts, designs, and creative assets developed during the course of the project.
- Strategic frameworks, research findings, and proprietary methodologies utilized in the execution of the project.
- Upon full payment, clients are granted a non-exclusive, non-transferable license to use the deliverables for the intended purposes outlined in the agreement.

CONFIDENTIALITY

Both Dikwe.Agency and the client agree to maintain strict confidentiality regarding proprietary information exchanged during the engagement, including:

- Business strategies, plans, and proprietary processes.
- Client data, including customer lists, financial information, and sensitive marketing strategies.
- Any other confidential information disclosed in the course of the project.

Confidential information shared between the parties will be handled with the utmost discretion and not disclosed to third parties without prior consent.

TERMINATION

In the event of termination of the engagement, either party may do so with written notice provided to the other party. Termination may occur under the following circumstances:



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- Mutual agreement to terminate the project.
- Breach of contract or failure to adhere to the terms outlined in the agreement.
- Force majeure events or circumstances beyond the control of either party.

Upon termination, clients agree to compensate Dikwe.Agency for all services rendered up to the termination date, as outlined in the agreement.

LIMITATION AND LIABILITY

Dikwe.Agency shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to the services provided, including but not limited to:

- Loss of profits, revenue, or business opportunities.
- Damage to reputation or goodwill.
- Any third-party claims or liabilities.

Dikwe.Agency's liability is limited to the total amount paid by the client for the services rendered under the agreement.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Dikwe.Agency operates. Any disputes arising out of or related to this Agreement shall be exclusively settled by the courts of that jurisdiction.



DIKWE.AGENCY
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AMENDMENTS

Dikwe.Agency reserves the right to modify these Terms and Conditions at any time with prior notice to the client. Clients will be provided with updated terms and conditions, and continued use of the services constitutes acceptance of the revised terms.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the client and Dikwe.Agency regarding the subject matter herein and supersedes all prior agreements and understandings, whether written or oral.

For any questions, concerns, or clarification regarding these terms and conditions, clients are encouraged to contact Dikwe.Agency directly for further assistance.

By engaging with Dikwe.Agency's services, clients acknowledge that they have read, understood, and agree to be bound by these detailed Terms and Conditions.