



Terms of Service

Welcome to Nailed Digital!

These Terms of Service ("Terms") govern your use of the services provided by Nailed Digital ("we," "us," or "our") as a web development consultancy. By accessing or using our services, you agree to be bound by these Terms.

1. Scope of Services: Our consultancy provides web development services including but not limited to website design, website development, website maintenance, and related services. The scope of services provided will be outlined in the agreement between Nailed Digital and the client.

2. Client Responsibilities: Clients are responsible for providing clear requirements and necessary materials for the completion of the project. They must also provide timely feedback and approvals during the development process. Failure to fulfil these responsibilities may result in project delays or additional costs.

3. Fees and Payments: The fees for our services will be outlined in the project proposal or agreement. Payment terms will also be specified therein. We reserve the right to suspend work on a project if payments are not made according to the agreed terms.

4. Intellectual Property: All intellectual property rights associated with the project, including but not limited to code, designs, and content, shall belong to the client upon full payment, unless otherwise agreed upon in writing. We retain the right to showcase the project in our portfolio and marketing materials unless otherwise specified.

5. Confidentiality: We agree to keep all client information confidential and will not disclose any confidential information to third parties without the client's consent, except as required by law.

6. Limitation of Liability: In no event shall Nailed Digital be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with the use of our services or the inability to use our services.

7. Termination: Either party may terminate the agreement upon written notice if the other party breaches any material provision of these Terms and fails to remedy such

breach within a reasonable timeframe. Upon termination, the client shall pay for all services provided up to the termination date.

8. Amendments: We reserve the right to amend these Terms at any time. Any changes will be effective immediately upon posting on our website. Continued use of our services after any such changes constitutes acceptance of the amended Terms.

9. Governing Law: These Terms shall be governed by and construed in accordance with the laws of South Africa. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts in South Africa.

10. Entire Agreement: These Terms constitute the entire agreement between Nailed Digital and the client concerning the subject matter hereof, and supersede all prior agreements and understandings, whether written or oral.

By engaging our services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

If you have any questions or concerns regarding these Terms, please contact us at hello@naileddigital.com.

Last updated: 22/03/2024