

INILA Social Media Services – Terms & Conditions

Promoter: 9:42AM LTD (Company no. 15975075)

Registered Address: 86-90 Paul Street, London, England, EC2A 4NE

1. Introduction

These Terms and Conditions (“Terms”) govern your use of social media marketing and related services provided by 9:42AM LTD, trading as INILA Social (“Company”, “we”, “us”, “our”). By accessing our website, contacting us, or engaging our services, you agree to these Terms in full.

Definitions:

- **Client:** The individual or business purchasing our services.
- **Services:** Social media management, marketing consultancy, content creation, strategy development, sales outreach on social media, and other services as described on our website or in a Proposal.
- **Proposal:** A written document outlining services, fees, and timelines for the Client.
- **Fees:** Payments due for the Services as agreed in the Proposal or invoice.
- **Business Day:** Any day other than Saturday, Sunday, or UK public holidays.
- **Force Majeure:** Events outside reasonable control that delay or prevent service delivery.

2. Services

We provide:

- **Consultancy:** Strategy, audits, reporting, and marketing guidance.
- **Social Media Marketing:** Platform management, content creation, posting, engagement, paid ads, and performance analytics.
- **Sales Outreach Services:** We provide sales outreach services exclusively through social media platforms. This includes lead generation, prospect engagement, messaging campaigns, and connection-building strategies on the behalf of the client.

We aim to meet deadlines, but all dates are indicative. Delays caused by the Client (e.g., late feedback, missing access) or Force Majeure are not our responsibility. Specific deliverables and timelines are defined in the Proposal.

3. Client Responsibilities

Clients must:

- Provide accurate information and access needed for service delivery.
- Review and approve deliverables promptly.
- Maintain communication with authorised contacts.
- Ensure content complies with laws and regulations.
- Notify us of issues promptly.

Failure to meet these responsibilities may delay services and will not reduce your payment obligations.

4. Fees & Payments

- Fees are as outlined in the Proposal or invoice.
- Payment terms: **7 days from invoice** unless otherwise agreed.
- VAT is applied at the prevailing rate (currently 20%).
- Late payments may incur interest under UK law.
- Services start **only after payment**.
- Recurring services require valid payment methods on file.
- Additional services outside the agreed scope are billed separately.
- We may suspend services for unpaid accounts.

5. Cancellations, Termination & Refunds

- Cancellation requests must be **submitted in writing**.
- Ongoing monthly services require **30 days' notice**.
- Contracts may continue on a rolling basis unless terminated with **two months' notice**.
- Fees for the remaining term are payable if terminated early.
- Refunds are only issued if services have **not yet commenced**.
- Non-refundable deposits apply to custom projects.

6. Intellectual Property

- Materials provided by the Client remain the Client's property.
- Content, strategies, and materials created by us remain our property unless otherwise agreed.
- Upon final payment, clients receive a **limited license** for intended use only.
- Clients must not modify or redistribute deliverables without permission.

- We may showcase non-confidential work in portfolios.

7. Confidentiality

- Both parties must maintain confidentiality of business strategies, customer data, pricing, methodologies, and account access.
- Information may only be disclosed if required by law or for professional advice.
- This obligation continues after service termination.

8. Data Protection

- We process personal data in compliance with **UK GDPR** and our Privacy Policy.
- Clients are the data controller; we act as processor unless otherwise agreed.
- We will:
 - Process data only per instructions.
 - Apply appropriate security measures.
 - Assist in fulfilling data subject requests.
 - Return or delete data after service ends.
- Clients must ensure they have legal rights and consents to share data.
- International clients consent to data processing under UK GDPR standards.

9. Limitations of Liability

- We are **not liable** for indirect, incidental, or consequential losses.
- Total liability is limited to the fees paid by the Client.
- We do not guarantee specific results due to external factors (market conditions, algorithm changes, platform policies).
- Clients indemnify us against claims from their content or breach of these Terms.

10. Force Majeure

- Neither party is liable for delays caused by Force Majeure (natural disasters, strikes, cyber-attacks, pandemics, etc.).
- If Force Majeure continues for **60 days**, either party may terminate the Contract.

11. Anti-Defamation

- Clients must not make false or misleading statements about INILA, its services, or personnel.
- Fair, factual reviews and legitimate complaints via proper channels are allowed.

12. International Clients

- We may provide Services to clients outside the UK.
- All services are governed by **English law**.
- Clients must comply with any applicable local laws or regulations.
- Payments must be made in **GBP** unless agreed otherwise, with clients responsible for fees or currency conversions.

13. Governing Law & Dispute Resolution

- These Terms are governed by **English law**.
- Disputes will first attempt resolution through:
 1. Written notice and discussion.
 2. Senior management negotiation.
 3. Mediation if unresolved.
- Courts of England and Wales have **exclusive jurisdiction**.
- Prevailing party can recover legal costs.

14. General

- These Terms, with any Proposal, constitute the entire agreement.
- Amendments require **30 days' notice**.
- No partnership, joint venture, or agency is created.
- Severability: invalid clauses do not affect the remainder.
- Assignment: Clients may not transfer rights without written consent.

15. Contact

Email: hello@inila.agency

Address: 86-90 Paul Street, London, England, EC2A 4NE

Last updated: 23/09/2025