

## **TERMS & CONDITIONS**

March 2023

- 1. **OVERVIEW.** Welcome to SOCIAL SAVVY MD, LLC ("we", "us", "our", or the "Company"). By using our website, you agree to comply with and be bound by the following terms and conditions of use (the "Terms"). These Terms govern your access to and use of the website, including any content, functionality, and services offered on or through the website. If you do not agree to these Terms, you must not use our website.
- 2. **SERVICES.** We proVide social media strategy and management services to our clients. These services may include, but are not limited to, social media account creation and management, content creation, community management, advertising campaigns, and analytics and reporting.
- 3. **FEES AND PAYMENT.** We charge fees for our services. The fees and payment terms will be agreed upon in writing between the Company and the client. The Company reserves the right to suspend or terminate services if payment is not received in accordance with the agreed-upon terms.
- 4. **CONFIDENTIALITY.** We acknowledge that the information we receive from clients may be confidential and proprietary. We will maintain the confidentiality of such information and will not disclose it to third parties without the client's consent, except as required by law.
- 5. **INTELLECTUAL PROPERTY.** All content and materials on our website, including but not limited to text, graphics, logos, images, and software, are owned by the Company or our licensors and are protected by copyright and other intellectual property laws. You may not use or reproduce any content or materials on our website without our express written permission.
- 6. **DISCLAIMER OF WARRANTIES.** We provide our services "as is" and without any warranty or condition, express, implied or statutory. We do not guarantee that our services will be uninterrupted, error-free or secure, or that any content, software or other material available on or through our website will be free of viruses or other harmful components. We disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

- 7. **LIMITATION OF LIABILITY.** We will not be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of or in connection with your use of our website or our services, whether based on warranty, contract, tort (including negligence) or any other legal theory. Our total liability to you for any and all claims arising out of or relating to these Terms or your use of our website or our services will not exceed the total amount paid by you to us for our services.
- 8. **INDEMNIFICATION.** You agree to indemnify, defend and hold us and our affiliates, officers, directors, employees, agents, licensors and suppliers harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) arising from or relating to your use of our website or our services, your violation of these Terms, or your infringement of any intellectual property or other right of any person or entity.
- 9. **TERMINATION.** We reserve the right to terminate or suspend your access to our website or our services at any time, without notice and without liability to you.
- 10. **GOVERNING LAW.** These Terms and any disputes arising out of or in connection with these Terms or your use of our website or our services will be governed by and construed in accordance with the laws of [insert state or country].
- 11. **CHANGES TO TERMS.** We reserve the right to modify or amend these Terms at any time without prior notice. By continuing to use our website or our services after we have posted the modified Terms, you agree to be bound by the modified Terms.
- 12. **TESTIMONIALS DISCLAIMER.** The testimonials, statements, and opinions presented on www.socialsavvymd.com are applicable to the individuals who wrote it. Results vary and may not be representative of the experience of others. The testimonials are voluntarily provided and are not paid, nor were they provided with free products or services, or any benefits in exchange for their statements. The testimonials are representative of client experiences but the exact results will be unique and individual to each client.