



# Anchor AG

## Terms & Conditions

### 1. Agency's Role:

**1.1. The Services:** Anchor Company will provide the services described in the Quote/Proposal as presented. As an assignment develops, it may be that the scope of the required work changes. Where this is the case, Anchor will seek to discuss it with you at the earliest opportunity in order to agree upon any variations to the scope of the Services and the Quote/Proposal, which may be necessary.

**1.2. Information:** To maximize Anchor Company's effectiveness we must work with you as a team. Often Anchor Company's work will be dependent on you (or your other advisers) providing information promptly. To avoid unnecessary verification, Anchor Company will assume all information you provide is complete and accurate unless you tell us otherwise.

**1.3. Incidentals:** Couriers or printed proofs from external printers if required, to be charged to the client.

**1.4. Termination:** Should you wish to terminate the contract after the commencement of work, you will be invoiced for work already completed.

**1.5. Force Majeure:** Anchor Company shall not be liable for any delay or failure to perform their obligations where such delay or failure to perform arises from circumstances outside Anchor Company's reasonable control.

### 2. Payment Terms:

**2.1. Payment Terms:** Invoices shall be settled by bank transfer into Anchor Company's nominated bank account within 30 days of the date on the invoice unless agreed otherwise. Anchor retains ownership of all work until full payment has been made.



**2.2. Other Specialist Services:** Anchor Company's estimate is exclusive of third-party costs such as photography, illustration, video production, sound recording etc. unless otherwise included in the estimate. Anchor Company may, unless you instruct us otherwise, seek such specialist services on areas outside our expertise. The costs of such services will be passed on to and will be quoted according.

**2.3. Return and Cancellation:** In the event of a project terminated on a mutual basis, the client has control of all completed work and any payment for further development will become void. No previous payment or deposit would be refunded.

No payment will be refunded once the client approves mock-up designs and we move into the development phase of the project.

### **3. Scoping:**

**3.1.** In most cases, Anchor Company will provide a scoping document that details the functionality in the work we do for our clients, this includes but is not limited to a website, application or marketing campaign. Where the client signs and approves this scoping document, any changes beyond the scope will be handled as a new update and priced accordingly.

### **4. Content:**

**4.1. Content and Images:** It is your responsibility to provide us with the required information about your business and marketing objectives. Anchor Company takes no responsibility for errors in content supplied by you. Any changes thus incurred may be chargeable at standard rates. Unless specified otherwise, it is your responsibility to provide all necessary text and graphic materials that make up the content of the work. All content must be supplied in a suitable digital format unless agreed otherwise beforehand. Images should be supplied in jpeg, gif, tiff, png or psd format. The text should be supplied as a Microsoft Word document or as a Google Doc. Where the content which is provided is in a form where a significant amount of copywriting is required, a further charge may be made.

**4.2.** Information for charts, graphs, and infographics to be supplied in Excel or Google Spreadsheets.

**4.3.** Client-supplied images should always be high-res images at 300DPI for print purposes. If they are solely for use on the web, then lower resolution images are acceptable. Anchor Company will assume that all images supplied to us are owned by the Client or have been purchased from stock libraries and are licensed to the client for use. We cannot use images taken from Google.



**4.4.** If you are using images of children that you have taken, then we will assume that you have been given permission to use these images.

**4.5.** You grant Anchor permission to utilize logos and any other company identity for the purposes of creating the project. You agree to indemnify Anchor Company from any and all claims arising from your negligence or inability to obtain proper copyright permissions for all content supplied.

## **5. Confidentiality:**

**5.1. Confidentiality:** Save as required by law, Anchor Company will keep your documents and affairs confidential at all times, unless you permit disclosure or the relevant circumstances are already in the public domain. Think may, however, disclose your documents and affairs to:

- (i) such of your other service providers as you inform Anchor Company are involved in any assignment on which Anchor Company is instructed;
- (ii) Anchor Company's affiliates or related parties; and
- (iii) any other service provider to whom Anchor Company may properly delegate aspects of any assignment in order to provide a full range of services to you.

## **6. Intellectual Property:**

**6.1. Freedom to use Ideas and IP:** Anchor Company may develop or use for other clients any ideas, concepts, source code, information or know-how reflected in any of the materials provided to you (in whatever form) or otherwise developed during the course of providing services to you.

**6.2. Ownership of Materials and Intellectual Property:** All products, creative works, plans for designs, unique campaign ideas, slogans, copy themes, preliminary sketches, layouts, copy, artwork, production services, public and other marketing material (whether on paper, computer disk, by email or in some other digital format) accepted by Anchor, shall, upon you paying Anchor Company in full for the relevant materials, be your property, except to the extent that any intellectual property rights therein have been reserved by Anchor Company or third parties engaged or employed by Anchor Company.

**6.3. Portfolio Rights.** Anchor Company retains the right to showcase your project on its website and design portfolio for the sole purpose of promoting our work.



**6.4. Working Files and Copyright.** Anchor Company owns the legal copyright of our working files. Working files are our intellectual property and this can be and is not limited to design concepts, design elements, infographics, fonts and imagery. Working files are not released as part of our projects. If you wish to be supplied with working files, then this needs to be requested and we will supply a quote for this release.

## **7.0. Indemnity:**

**7.1.** All services may be used for lawful purposes only. You agree to indemnify and hold Anchor Company harmless from any claims resulting from your use of our service that damages you or any other party.

## **8.0. Liability:**

**8.1.** Our total liability to you in contract or in tort arising in connection with this contract shall not exceed the total price paid by you. We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings or for any other indirect or consequential loss.

## **9. Variation:**

**9.1.** Variation: These Terms and Conditions (and/or the contents of any agreement to which they relate) may be varied or superseded at any time by agreement in writing between us. Any such variation shall not affect any rights or obligations of either of us that may already have accrued, unless otherwise specifically agreed.

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### **Contact**

Anchor Marketing LLC  
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Switzerland



## Digital Services We Offer

1. Research & Strategy

*Market and audience research, building unique value proposition and messaging*

2.

3. Digital Asset Setup

*Creating visual digital identity, social media and website setup*

4. Content Development & SEO

*Keyword research, content plan creation (with blog posts, landing pages)*

5. Campaign Design & Management

*Creating and executing paid campaigns on various platforms*

6. Analytics & Reporting

*Monthly reports with defined KPIs and final measure of success*

7. Tailored Digital Marketing Services

*Creating and executing custom-tailored digital marketing strategies*

8. Software Development

*Creating and executing full-fledged custom software development*

