

1. Introduction

1.1. **Purpose and Values.** At Coherentes (“the Agency”), we believe in fairness, transparency, and open communication. These Terms and Conditions (“T&Cs”) outline how we work with our clients (“Client” or “you”) to provide content marketing services that are mutually beneficial and respectful.

1.2. **Scope.** These T&Cs apply to all proposals, quotations, agreements, or other engagements (“Projects”) between Coherentes and you, unless specifically stated otherwise.

2. Services

2.1. **Service Description.** The Agency agrees to deliver content marketing services such as copywriting, strategy consulting, SEO optimization, and related services as requested and agreed upon in writing.

2.2. **Best Efforts Disclaimer.** We strive to deliver high-quality work and achieve positive outcomes. However, campaign success depends on numerous factors beyond our control. While we commit to best efforts, we cannot guarantee specific results or success metrics.

3. Client Responsibilities

3.1. **Provision of Information.** You agree to provide the Agency with accurate, complete, and timely information necessary for service delivery.

3.2. **Collaboration and Availability.** The success of any Project relies on open communication and cooperation. Delays or missing information from the Client may affect timelines and outcomes.

4. Intellectual Property

4.1. **Content Ownership.** Unless otherwise stated in writing, the Agency retains the original files and drafts of all content it produces. Upon final payment, you receive the rights to use the final delivered content for its intended purposes.

4.2. **Use of Name and Attribution.**

- The Client is **only allowed** to publish content under the name of Coherentes or its staff members if explicitly agreed upon in writing.
- If content attributed to the Agency is altered in a way not approved by us, we reserve the right to require that our name or the staff member's name be removed from the content.

4.3. **Fair Use.** We expect our clients to use the content responsibly, respecting all applicable laws and regulations.

5. Liability and Disclaimers

5.1. **Limitation of Liability.** To the maximum extent permitted by law, the Agency is not liable for any indirect, consequential, or incidental damages arising out of or in connection with any Project.

5.2. **No Guarantees.** While we apply our expertise to each Project, results may vary due to factors such as market conditions, search engine updates, user behavior, or other circumstances beyond our control.

6. Confidentiality

6.1. **Confidential Information.** Both parties agree to treat any non-public information obtained during the Project as confidential and to use it solely for fulfilling the obligations under these T&Cs.

6.2. **Exceptions.** Confidentiality obligations do not apply to information that is already publicly known or becomes publicly known through no fault of the receiving party.

7. Fees and Payment

7.1. **Pricing and Invoices.** All fees and pricing structures will be agreed upon before the start of the Project and detailed in a written proposal or invoice.

7.2. **Payment Terms.** Invoices must be paid within 14 days from invoice date, unless otherwise specified.

7.3. **Late Payments.** Late payments may incur an additional fee or interest to ensure fair compensation for the Agency's services.

8. Modifications and Termination

8.1. **Adjustments to Scope.** Any changes to the initially agreed-upon scope or deliverables must be confirmed in writing and may be subject to additional fees.

8.2. **Termination by Client.** You may terminate this agreement with reasonable notice if you no longer require the Agency's services. However, you remain responsible for any work completed or expenses incurred up to that point.

8.3. **Termination by Agency.** The Agency reserves the right to terminate a Project if it deems continued collaboration unfeasible or if invoices remain unpaid. In such cases, the Client will be billed for work completed up to the termination date.

9. Fairness and Good Faith

9.1. **Mutual Respect.** The Agency is built on respect, integrity, and a desire to foster positive, long-term relationships. Both parties agree to engage in fair dealings and reasonable communication throughout any collaboration.

9.2. **Flexibility and Problem-Solving.** We understand that unforeseen challenges arise. We commit to working together in good faith to address changes constructively and find workable solutions.

10. Force Majeure

10.1. **Unforeseen Events.** Neither party is liable for delays or failure to perform resulting from events beyond reasonable control (e.g., natural disasters, strikes, internet outages).

11. Governing Law and Disputes

11.1. **Applicable Law.** These T&Cs are governed by the laws of the jurisdiction where the Agency is registered, unless otherwise agreed upon in writing.

11.2. **Dispute Resolution.** In the event of a dispute, both parties agree to attempt in good faith to resolve the issue amicably before resorting to legal proceedings.

12. Entire Agreement

12.1. **No Other Representations.** These T&Cs, together with any written agreements and proposals, form the entire agreement between the Agency and Client regarding the Services, superseding any prior communications or understandings.

12.2. **Severability.** If any provision of these T&Cs is found invalid or unenforceable, it does not affect the validity or enforceability of the remaining provisions.

Thank You for Partnering with Coherentes

We appreciate your trust and commitment to working together in a fair and respectful manner. By engaging our services, you acknowledge that you have read and agreed to these Terms and Conditions.

If you have any questions or require clarifications, please reach out at any time.