

Free Marketing Programme

Terms & Conditions (B2B Only)

These Terms & Conditions (“Terms”) govern participation in the Free Marketing Programme provided by Your Company Mobiles Limited (“YCML”). By participating in the Programme, the Participant agrees to be bound by these Terms.

This Programme is offered strictly on a businesstobusiness (B2B) basis. It is not available to consumers as defined under the Consumer Rights Act 2015.

1. Programme Overview

The Free Marketing Programme (“Programme”) is a promotional initiative offered by YCML to selected businesses to provide limited marketing support and to demonstrate YCML’s marketing capabilities.

Participation in the Programme does not constitute a paid marketing engagement unless expressly agreed in writing.

YCML may approve, reject, suspend, or terminate participation in the Programme at its sole discretion.

2. Programme Duration

The Programme will run for a limited period as agreed between YCML and the Participant.

YCML may modify, pause, or terminate the Programme at any time.

3. Scope of Services

The services included in the Programme will be set out in a quotation or proposal issued by YCML.

Only the services described in that quotation or proposal are included in the Programme.

Any additional services requested by the Participant may be chargeable at YCML’s standard rates.

4. Project Timeline

YCML will provide a project timeline, deliverables schedule, or marketing plan separately.

The Participant agrees to cooperate with the timelines provided.

Delays in providing information, feedback, or approvals may result in timeline changes, suspension of work, or removal from the Programme.

5. Ownership of Marketing Materials

All marketing materials, designs, content, campaign assets, and other deliverables created during the Programme (“Collateral”) remain the exclusive property of YCML.

The Participant does not obtain ownership or reuse rights unless expressly agreed in writing.

YCML may, at its discretion, provide noneditable or low-resolution versions of certain materials upon Programme completion.

YCML may delete all Collateral one (1) month after the Programme ends.

6. Advertising Accounts

Where YCML runs advertising campaigns using its own advertising accounts (including but not limited to Meta or Google Ads), access to campaigns and related assets will be removed when the Programme ends.

Where campaigns are run using the Participant’s advertising accounts, YCML may remove any campaign assets, creatives, or configurations created during the Programme.

7. Creative Revisions

Unless otherwise stated in the quotation, the Programme includes:

- One (1) major revision; and
- Two (2) minor revisions.

A **major revision** includes significant changes such as a new creative concept, major redesign, or change in campaign direction.

A **minor revision** includes limited adjustments such as copy edits, colour changes, image swaps, or small layout modifications.

YCML will determine whether a requested change is major or minor.

Additional revisions may be chargeable.

8. Advertising Spend

The Programme does not include advertising budget or media spend.

Any advertising spend required for campaigns must be funded directly by the Participant unless agreed otherwise in writing.

YCML is not responsible for any advertising costs incurred by the Participant.

9. Client Provided Content

The Participant is responsible for ensuring that any materials, information, images, logos, or content provided to YCML:

- Do not infringe any intellectual property rights
- Comply with applicable laws and regulations
- Are accurate and lawful to use

YCML is not liable for any claims arising from materials supplied by the Participant.

10. Participant Responsibilities

The Participant agrees to:

- Provide timely feedback and approvals
- Supply all information, assets, and materials reasonably required
- Cooperate with project timelines

Failure to provide required information or approvals may result in delays, suspension, or removal from the Programme.

If the Participant is unresponsive for more than 14 days, YCML may pause or terminate participation.

11. Use of Work by YCML

YCML may use materials created during the Programme for:

- Portfolio use
- Case studies
- Marketing or promotional purposes

If the Participant later enters into a paid services agreement with YCML, they may request reasonable restrictions on such use.

12. Confidentiality

Each party shall keep confidential all commercially sensitive information disclosed by the other party and shall not disclose such information to any third party except:

- where required by law; or
- to its professional advisers under a duty of confidentiality.

This obligation survives termination of the Programme.

13. Data Protection (GDPR)

Each party shall comply with all applicable data protection laws, including the UK GDPR and Data Protection Act 2018.

Where YCML processes personal data on behalf of the Participant, such processing shall be carried out in accordance with YCML's Privacy Policy and any applicable data processing terms agreed between the parties.

The Participant warrants that any personal data it provides to YCML has been lawfully obtained and may be lawfully processed by YCML for the purposes of the Programme.

14. Termination

Either party may terminate participation in the Programme by written notice.

YCML may terminate participation immediately if the Participant breaches these Terms or fails to cooperate with the Programme.

Upon termination, YCML may cease all work and remove access to any advertising accounts or Collateral.

15. Limitation of Liability

The Programme is provided free of charge for promotional purposes.

YCML does not guarantee specific marketing outcomes, business performance, or measurable results.

To the fullest extent permitted by law, YCML is not liable for any indirect, consequential, or special losses arising from participation in the Programme.

YCML's total liability in connection with the Programme shall not exceed £100.

16. Force Majeure

YCML shall not be liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, power failures, internet outages, industrial disputes, or acts of government.

17. Notices

Any notices under these Terms must be in writing and sent to the registered office or primary business email address of the receiving party.

18. Assignment

The Participant may not assign or transfer its rights or obligations under these Terms without YCML's prior written consent. YCML may assign its rights at any time.

19. No Partnership or Agency

Nothing in these Terms creates a partnership, joint venture, or agency relationship between the parties.

20. Entire Agreement

These Terms constitute the entire agreement between the parties in relation to the Programme and supersede all prior discussions, proposals, or understandings.

21. Variation

No variation of these Terms is valid unless agreed in writing by YCML.

22. Severance

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

23. ThirdParty Rights

No person other than YCML and the Participant has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

24. Governing Law and Jurisdiction

These Terms, and any dispute arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales.

The parties submit to the exclusive jurisdiction of the courts of England and Wales.