Terms of Use

Version date: 24 September 2026

1. About these Terms

These Terms of Use (the "Terms") govern your access to and use of the website https://pickperform.com/ (the "Website"), operated under the Pick Performance brand.

The Website provides information about Pick Performance, its expertise, services, projects and business activities.

By accessing or using the Website, you confirm that you have read and understood these Terms and agree to be bound by them.

If you do not agree with these Terms, you should discontinue use of the Website.

2. Changes to these Terms

Pick Performance may update or amend these Terms from time to time.

The current version of the Terms will be published on the Website together with the applicable version date.

Your continued use of the Website after any changes are published constitutes acceptance of the updated Terms.

3. Website purpose

The Website is intended to provide general information about Pick Performance and the services offered by the agency.

Information published on the Website is provided for general informational and promotional purposes only.

Nothing on the Website constitutes a binding commercial offer, professional advice or a guarantee of specific results unless expressly stated otherwise in a separate written agreement.

4. Agency services

Pick Performance provides agency and related professional services which may include, depending on the relevant project, creative services, digital marketing, media, production, technology, strategy and other related activities.

The precise scope, deliverables, timelines, fees and other commercial terms applicable to any services are agreed separately with each client.

Information presented on the Website does not replace or amend any proposal, statement of work, contract or other written agreement entered into between Pick Performance and a client.

In the event of any inconsistency between these Terms and a separate written agreement relating to specific services, the separate written agreement shall prevail in relation to those services.

5. Intellectual property

Unless otherwise stated, all content appearing on the Website is owned by, licensed to or used with permission by Pick Performance.

This may include text, graphics, photographs, illustrations, videos, animations, design elements, logos, trademarks, website layouts, concepts, presentations, case studies and other materials.

No content from the Website may be reproduced, distributed, modified, republished or commercially used without prior written permission from Pick Performance or the relevant rights holder, except where permitted by applicable law.

Use of the Website does not grant you any ownership rights in the intellectual property appearing on it.

6. Client and project materials

The Website may include information about projects, campaigns, clients, partners or third-party brands.

All third-party trademarks, logos, names and other intellectual property remain the property of their respective owners.

The inclusion of such materials on the Website does not imply ownership by Pick Performance.

Project examples and case studies may be shown for portfolio and informational purposes, subject to applicable contractual and confidentiality obligations.

7. Accuracy of information

Pick Performance aims to keep information on the Website accurate and up to date but does not guarantee that all information will at all times be complete, current or error-free.

Descriptions of services, projects, experience, capabilities or other information may be updated or changed without prior notice.

8. Website availability

Pick Performance does not guarantee uninterrupted or continuous availability of the Website.

The Website, or any part of it, may be changed, suspended or temporarily unavailable for maintenance, technical reasons or other operational purposes.

9. Third-party links

The Website may contain links to third-party websites, services or resources.

Such third-party websites are outside the control of Pick Performance.

Pick Performance is not responsible for their content, availability, privacy practices, security or terms of use.

Access to third-party websites is at your own discretion and may be subject to separate terms and policies.

10. Limitation of liability

To the fullest extent permitted by applicable law, Pick Performance shall not be liable for any indirect, incidental, consequential or special loss arising from or in connection with use of, or inability to use, the Website.

This includes, where legally permissible, loss of profit, revenue, business opportunity, data or goodwill.

Nothing in these Terms excludes or limits liability which cannot lawfully be excluded or limited.

11. Privacy

Any personal data submitted through the Website will be processed in accordance with the applicable Privacy Policy published on the Website.

Where cookies or similar technologies are used, further information may be provided in the applicable Cookie Policy.

12. Governing law

These Terms shall be governed by the law applicable to the entity operating the Pick Performance business, subject to any mandatory provisions of applicable law.

Any dispute arising from or relating to use of the Website shall be resolved in accordance with applicable law and the jurisdiction established by the relevant legal requirements.

13. Severability

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

14. Contact

Questions regarding these Terms or the Website may be submitted using the contact details published on:

https://pickperform.com/