

Terms of Service

Last updated: September 2026

These Terms of Service ("Terms") govern your use of the Digital Sparks website at digitalsparks.co.uk and our client platform, the Digital Sparks Greenroom, at dsgreenroom.com. By accessing or using our services, you agree to be bound by these Terms. Please read them carefully.

These Terms form a legally binding agreement between you (the individual or business using our services) and Digital Sparks, a company registered in England and Wales.

1. Who we are

Digital Sparks is a UK-based video content and personal branding agency. We help businesses and individuals build their presence and influence through short-form video content, social media strategy, and our content management platform, the Digital Sparks Greenroom.

If you have any questions about these Terms, you can contact us at sparks@digitalsparks.co.uk.

2. Our services

Digital Sparks provides the following services:

- **Done-for-you video content** — we script, film, edit, and post short-form video content on your behalf as part of a retainer arrangement.
- **The Digital Sparks Greenroom** — our client platform where you can manage your content, review your social media plan, schedule posts, access daily content ideas, and communicate with our team.
- **The Launchpad** — an entry-level tool within the Greenroom that provides a personalised social media plan and daily content guidance.
- **The Social Media Scheduler** — a tool within the Greenroom that allows you to schedule and publish content to your connected social media accounts.

The specific services you receive depend on your plan or agreement with us. Details of what is included in your plan are set out in your client agreement or the plan description provided at sign-up.

3. Your account

To use the Greenroom platform, you must create an account. You are responsible for:

- Keeping your login credentials secure and not sharing them with anyone outside your organisation
- All activity that takes place under your account
- Notifying us immediately if you believe your account has been compromised at sparks@digitalsparks.co.uk
- Ensuring that the information you provide when registering is accurate and kept up to date

You must be at least 18 years old to create an account. By creating an account, you confirm that you are 18 or over.

4. Connecting your social media accounts

The Greenroom scheduler allows you to connect your social media accounts including Instagram, Facebook, LinkedIn, TikTok, YouTube, and Google Business Profile. By connecting a social media account, you:

- Confirm that you are the authorised owner or administrator of that account
- Grant Digital Sparks permission to post content to that account on your behalf at the times you schedule
- Confirm that the content you schedule complies with the terms of service of the relevant social media platform
- Accept responsibility for all content published through the Greenroom to your accounts

We will only use access to your social media accounts to provide the scheduling and analytics services you have signed up for. We will not post content without your instruction.

You can disconnect any social media account at any time from within the platform settings. Disconnecting an account will stop any scheduled posts from being published to that account.

5. Your content

You retain ownership of all content you upload to the Greenroom platform, including images, videos, captions, and any other materials. By uploading content to our platform, you grant Digital Sparks a limited licence to store, process, and publish that content on your behalf for the purpose of delivering our services.

You are responsible for ensuring that any content you upload or publish through our platform:

- Does not infringe the intellectual property rights of any third party
- Is not defamatory, offensive, discriminatory, or unlawful
- Does not contain spam, misleading claims, or deceptive material
- Complies with the advertising and content guidelines of the relevant social media platforms
- Complies with all applicable UK laws and regulations

Digital Sparks reserves the right to remove content from our platform that we reasonably believe violates these Terms or is likely to cause harm to Digital Sparks, other users, or third parties.

6. Content created by Digital Sparks on your behalf

Where we create video content, scripts, captions, or other materials for you as part of a retainer or project, the following applies:

- Once full payment has been received, ownership of the final deliverables transfers to you
- Digital Sparks retains the right to use your content in our portfolio, case studies, and marketing materials unless you notify us in writing that you do not consent to this
- Digital Sparks retains ownership of any underlying intellectual property used in the creation process, including our scripts, prompts, processes, and templates

7. Payments and billing

Payment terms depend on your plan or agreement with us. The following general terms apply:

- Retainer fees are collected by Direct Debit via GoCardless on the date agreed in your client contract
- All fees are quoted exclusive of VAT unless otherwise stated. VAT will be added where applicable at the prevailing rate
- If a payment fails, we will notify you and attempt collection again. Persistent non-payment may result in suspension of your access to our services
- Refunds are not provided for services already delivered. If you believe there has been an error in billing, contact us at sparks@digitalsparks.co.uk within 14 days of the charge
- We reserve the right to amend our pricing with 30 days written notice

8. Cancellation and termination

You may cancel your subscription or retainer in accordance with the notice period set out in your client agreement. Typically this is 30 days written notice sent to sparks@digitalsparks.co.uk.

Digital Sparks may suspend or terminate your access to the platform if:

- You breach these Terms
- You fail to make payment after reasonable notice
- We are required to do so by law or by a social media platform
- We reasonably believe your use of the platform is causing harm to others or to Digital Sparks

On termination, your access to the Greenroom platform will be removed. You may request a copy of your data within 30 days of termination. After 90 days, your data will be deleted in accordance with our Privacy Policy.

9. Launchpad accounts

The Launchpad is an entry-level tool within the Greenroom platform. We reserve the right to:

- Modify or discontinue the Launchpad at any time with reasonable notice
- Limit usage of the free tier where necessary to maintain the quality of service for paying clients
- Convert the Launchpad to a paid product in the future, with advance notice given to existing free users

10. Availability and platform changes

We aim to keep the Digital Sparks Greenroom available at all times but we cannot guarantee uninterrupted access. We may need to take the platform offline for maintenance, updates, or reasons outside our control.

We reserve the right to change, add, or remove features from the platform at any time. We will give reasonable notice of significant changes that affect the core functionality you rely on.

11. Limitation of liability

To the fullest extent permitted by law:

- Digital Sparks is not liable for any indirect, consequential, or special losses arising from your use of our services, including but not limited to loss of revenue, loss of business, or reputational damage
- Our total liability to you for any claim arising from these Terms or our services is limited to the amount you paid us in the 3 months immediately preceding the claim
- We are not responsible for the actions or policies of any third-party social media platform, including changes to their APIs, algorithm changes, or account suspensions imposed by those platforms
- We are not responsible for any content you publish through our platform or the consequences of publishing that content

Nothing in these Terms limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded under English law.

12. Indemnity

You agree to indemnify and hold harmless Digital Sparks, its directors, employees, and contractors from any claims, losses, or damages (including legal costs) arising from:

- Your breach of these Terms
- Content you publish through our platform that infringes a third party's rights or violates any law
- Your misuse of any social media account connected to our platform

13. Intellectual property

The Digital Sparks Greenroom platform, including its design, code, features, and content created by Digital Sparks, is our intellectual property. You may not copy, reproduce, distribute, or create derivative works from any part of our platform without our written permission.

The Digital Sparks name, logo, and branding are our trademarks. You may not use them without our prior written consent.

14. Privacy

Our Privacy Policy, available at digitalsparks.co.uk/privacy, explains how we collect, use, and protect your personal information. By using our services, you agree to our Privacy Policy.

15. Third party services

Our platform integrates with third party services including social media platforms, payment processors, and technology providers. Your use of those services is governed by their own terms and policies. We are not responsible for the actions, content, or policies of any third party service.

16. Governing law

These Terms are governed by the laws of England and Wales. Any disputes arising from these Terms or our services will be subject to the exclusive jurisdiction of the courts of England and Wales.

17. Changes to these Terms

We may update these Terms from time to time. We will notify you of significant changes by email or by displaying a notice on the platform. Continued use of our services after changes take effect constitutes your acceptance of the updated Terms. The date at the top of this page shows when these Terms were last updated.

18. Entire agreement

These Terms, together with our Privacy Policy and any client agreement or order confirmation, form the entire agreement between you and Digital Sparks regarding our services. They supersede any previous agreements, representations, or understandings.

Contact us

If you have any questions about these Terms, please contact us:

Digital Sparks

Email: sparks@digitalsparks.co.uk

Website: digitalsparks.co.uk