

Terms and Conditions for FinlitFirm

Welcome to FinlitFirm! These Terms and Conditions ("Terms") govern the services provided by FinlitFirm ("Agency," "we," "our," or "us") to the client ("Client," "you," or "your"). By engaging our services, you agree to comply with and be bound by these Terms. Please read these Terms carefully before using our services.

1. Introduction

1.1. Overview

These Terms and Conditions apply to all services provided by FinlitFirm, including but not limited to digital marketing, web and app development, business consultancy, and educational consultancy.

1.2. Acceptance

By accessing or using our services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must refrain from using our services or notify us via email. Please note that if we proceed with the delivery of services, any associated search charges will not be accepted.

1.3. Modification of Terms

FinlitFirm reserves the right to update or modify these Terms at any time. Notice of any significant changes will be provided to the Client and will also be updated on our website.

2. Services Provided

FinlitFirm offers a range of services, including but not limited to:

2.1. Digital Marketing

- Search Engine Optimization (SEO)
- Social Media Management (SMM) for Instagram and Facebook
- Pay-Per-Click (PPC) Advertising
- Analytics & Performance Reporting

2.2. Web & App Development

- Website Design & Development (Responsive, eCommerce, CMS-based, etc.)
- Mobile Application Development (iOS & Android)
- Landing Pages & Conversion Optimization
- Website Analytics Integration

2.3. Business Development Consultancy

- Market Research & Strategy Development
- Business Process Optimization
- Brand Positioning & Go-to-Market Strategies

2.4. Educational Consultancy

- Curriculum Design & Development
- Educational Institution Marketing
- Online Learning Platform Development
- Institutes, schools, colleges educational establishments

2.5. Additional Services

FinlitFirm also provides any custom solutions as per client requirements. Pricing and scope for these services will be discussed and agreed upon separately.

2.6. The **Terms and Conditions** outlined here apply to all of our services. However, for specific services such as **Web & App Development**, **Business Development Consultancy**, and **Educational Consultancy**, additional terms and conditions will apply.

For more details regarding these additional terms, please refer to the relevant section for each service.

3. Agreement Duration

3.1. Commencement & Duration

The agreement begins on the date of signing and continues until the completion of the project or until terminated by either party as specified in (Section 10 Termination).

3.2. Extension

Any extension of the agreement, additional services, or changes to the scope will require a written amendment to this agreement, signed by both parties.

4. Fees and Payment Terms

4.1. Pricing Structure

- **Base Pricing:** Fees for services will be outlined in the project proposal, specifying the total cost based on the scope, features, and complexity of the project.
- **Price Variation:** Prices may vary based on changes to the scope of the project, including the addition of features, design revisions, or other unforeseen requirements.
- **Additional Costs:** Certain items such as domain registration, website hosting, theme purchases, payment gateway integrations, and third-party services are not included in the project price and will be charged separately to the Client. These charges must be paid directly by the Client or reimbursed to FinlitFirm upon request.

4.2. Payment Process

The payment structure for each project may vary depending on the specific client and project requirements. Payment details will be shared via email. Please note that all payments are required in advance, with 100% of the total amount due before project commencement.

4.3. Customizations and Package Changes

If the Client requests any customization or modification to the standard package, including additional features or services, the total project cost will be adjusted accordingly. Pricing changes will be communicated and agreed upon before any work is undertaken.

4.4. Late Payment

A late payment fee of 2% per month will be applied to invoices not paid within 30 days of the due date. If the payment remains unpaid for more than 60 days, FinlitFirm reserves the right to suspend or terminate the services.

4.5. Non-Refundable

All payments made are non-refundable once work on the project has commenced. This includes the advance payment and any subsequent payments made.

5. Client Responsibilities

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5.1 Information & Materials

The Client agrees to provide accurate, complete, and timely information and materials necessary for the Agency to perform its services, including text, high-quality images & videos, and other content required for digital marketing, web development, or consultancy services. The Client is responsible for obtaining any necessary permissions or licenses for third-party content used in the project. FinlitFirm is not responsible for verifying the copyright eligibility of content provided by the Client.

5.2 Content Review & Approval

The Client is responsible for reviewing and approving all deliverables, including drafts, designs, and content, within the specified timeline. Any delays in providing feedback may impact the overall project timeline.

5.3 Content Restrictions

The Client is solely responsible for ensuring that all content provided for the project—including social media posts, websites, and marketing materials—does not contain any offensive, illegal, defamatory, or infringing material. FinlitFirm will not be liable for any legal disputes, claims, or actions arising from the Client's content.

5.4 Accuracy of Client-Provided Information

FinlitFirm is not responsible for any misleading or false information provided by the Client for promotional activities or other project purposes. The Client is solely accountable for ensuring the accuracy and integrity of all information supplied.

6. Ownership of Work

6.1. Intellectual Property Rights

All intellectual property rights related to the services provided by FinlitFirm remain with the Agency until full payment has been received. Upon full payment, the Client will obtain ownership of the final deliverables, including websites, applications, and content created as part of the project, unless otherwise agreed upon in writing.

6.2. Agency Rights

FinlitFirm reserves the right to use completed work for promotional purposes (e.g., case studies, portfolio, and marketing materials), unless the Client specifically requests otherwise in writing.

7. Confidentiality and Data Privacy

7.1. Confidential Information

Both parties agree to keep all proprietary and confidential information shared during the course of the project confidential, including business strategies, client data, project details, and any other non-public information.

7.2. Data Protection

FinlitFirm is committed to protecting the Client's data and will take reasonable steps to secure all personal and business data provided. We will not share, sell, or disclose any of the Client's data to third parties, except as required by law or as necessary to fulfill the services outlined in the agreement.

8. Social Media Management (SMM)

8.1. Platform Restrictions

Our Social Media Management (SMM) services are limited to Instagram and Facebook only. Services for other platforms (e.g., LinkedIn, Twitter, etc.) will require separate arrangements and additional charges.

8.2. Client Responsibility for Posts

FinlitFirm will not directly post content on behalf of the Client unless specifically agreed upon. If the Client posts content themselves, the Client is solely responsible for any legal or regulatory consequences arising from such content.

9. Sales and Lead Generation Disclaimer

9.1. No Guarantees on Sales or Leads

While FinlitFirm employs best practices in digital marketing and lead generation, we do not guarantee specific results, including but not limited to a particular volume of sales or leads. The outcomes of our services, including SEO, paid advertising, social media campaigns, and any other promotional efforts, are subject to various factors beyond our control, such as market conditions, competitor actions, the Client's product or service quality, and customer behavior.

The Client understands that FinlitFirm's role is to create and optimize strategies to increase visibility and engagement, but actual sales or conversions depend on many external factors. FinlitFirm is not responsible for the Client's inability to achieve desired results.

9.2. Leads and Conversion Responsibility

Leads generated through FinlitFirm's efforts, such as via digital marketing campaigns or SEO, are considered potential opportunities. The Client is solely responsible for following up on and converting these leads into actual customers. FinlitFirm does not take responsibility for the Client's sales processes, closing ratios, or any outcomes resulting from client interactions with leads.

10. Termination

10.1. Termination by Either Party

Either party may terminate the agreement by providing written notice [30 days] in advance. In the event of termination by the Client, the Client agrees to pay for all services rendered up to the termination date, including any work completed or in progress.

10.2. Termination for Non-Payment

If the Client fails to make timely payments as agreed, FinlitFirm reserves the right to suspend or terminate services and withhold deliverables until full payment is made.

10.3. Effect of Termination

Upon termination, the Client will retain ownership of any completed work, but all access to any unfinished deliverables or services may be revoked until all outstanding payments are cleared.

10.4 Content Integrity and Termination of Services

If, at any point, FinlitFirm observes that the content provided by the Client contains offensive, illegal, defamatory, or infringing material, or if the Client's activities being promoted through our services violate any laws or ethical standards, FinlitFirm reserves the right to immediately terminate services. In such cases, suitable legal action may also be pursued.

11. Limitation of Liability

11.1. Exclusion of Indirect Damages

FinlitFirm shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of data, profits, or business, arising from the use or inability to use our services.

11.2. Loss of Content

FinlitFirm is not responsible for any loss of content or data provided by the Client. We strongly recommend that the Client maintain regular backups of their data and content.

12. Governing Law and Dispute Resolution

12.1. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Mumbai Jurisdiction.

12.2. Dispute Resolution

Any disputes arising from or relating to this agreement will be first attempted to be resolved through good faith negotiation or mediation. If a resolution cannot be reached, the dispute shall be resolved in the courts of Mumbai Jurisdiction..

13. Amendments

13.1. Modifications to Terms

These Terms may be amended only in writing and signed by both parties. FinlitFirm reserves the right to modify or update these Terms at any time, with notice provided to the Client.

14. Acceptance

By engaging with FinlitFirm's services, the Client confirms that they have read, understood, and agreed to these Terms and Conditions.

For any questions regarding these Terms and Conditions, please contact us at:

FinlitFirm

Email: [finlitfirm@gmail.com]

Phone: [022 -40155212 / +919172476389]

Website: [<https://finlitfirm.com/>]

Client Name: _____

Signature: _____

Date: _____

Agency Representative: _____

Signature: _____

Date: _____

Thank you for choosing FinlitFirm! We look forward to helping you achieve your goals.