

TERMS & CONDITIONS

Effective Date: August 2019

These Terms & Conditions ("Terms") govern your use of the Humgence website located at <https://www.humgence.com> and the branding, marketing, and design services provided by Humgence.

By accessing our Site or engaging our services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use our Site.

1. Services

Humgence provides digital marketing, brand strategy, design, and related consultation services. Specific deliverables, timelines, and payment terms for client projects will be outlined in a separate Statement of Work (SOW) or Master Services Agreement (MSA) signed by both parties.

2. Intellectual Property Rights

2.1 Website Content

All content on this Site, including but not limited to text, graphics, logos, images, methodologies, and software, is the property of [Agency Name] and is protected by intellectual property laws. You may not reproduce, distribute, or create derivative works from our Site content without our express written consent.

2.2 Client Deliverables

Unless otherwise agreed upon in a signed SOW, Humgence retains full ownership of all draft concepts, working files, and unselected designs. Upon receipt of full payment for a project, the final approved deliverables (e.g., final logo files, finalized website code) will be transferred to the client.

2.3 Portfolio Rights

Humgence reserves the right to display all finalized work and project case studies created for clients on our Site, social media channels, and marketing materials for self-promotional purposes, unless a Non-Disclosure Agreement (NDA) explicitly prohibiting this has been signed.

3. User Conduct

When using our Site, you agree not to:

- Use the Site for any unlawful purpose or in violation of any local, state, national, or international law.
- Attempt to gain unauthorized access to any portion of the Site, our servers, or networks.
- Transmit any viruses, malware, or destructive code.

4. Disclaimers and No Guarantees

While [Agency Name] strives to provide exceptional marketing and branding services using industry best practices, we do not guarantee specific business results, sales figures, search engine rankings, or Return on Investment (ROI). Marketing outcomes depend on numerous external factors beyond our control, including market shifts, competitor actions, and third-party algorithm changes (e.g., Google, Meta).

5. Limitation of Liability

To the fullest extent permitted by law, Humgence shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or business goodwill, arising out of or related to your use of the Site or our services.

6. Third-Party Links

Our Site may contain links to third-party websites. We do not endorse and are not responsible for the content, products, or services offered by third parties.

7. Governing Law

These Terms shall be governed by and construed in accordance with the Indian laws, without regard to its conflict of law principles. Any legal action or proceeding arising out of these Terms shall be brought to the concerned court of law .

8. Changes to Terms

We reserve the right to modify these Terms at any time. We will post the revised Terms on this Site with an updated "Effective Date." Your continued use of the Site following the posting of changes constitutes your acceptance of those changes.

9. Contact Us

If you have any questions regarding these Terms, please contact us at info@humgence.com.