OceanTechZone – Terms & Conditions

Effective Date: 18th August 2025 Last Updated: 18th August 2025

Validity: These Terms apply whenever customers use services provided by OceanTechZone

after signing up or entering into a service agreement.

1. Overview and Acceptance

Company Information: OceanTechZone ("Company", "we", "our", "us") provides Bulk SMS services, promotional messaging, transactional messaging, WhatsApp marketing, voice call services, and related communication technology solutions.

Acceptance: By registering, accessing our platform, or using OceanTechZone services, you acknowledge that you have read, understood, and agree to be legally bound by these Terms and Conditions ("Terms").

Scope: These Terms apply to all users of OceanTechZone services, including customers, vendors, merchants, and contributors of content.

2. Services and Eligibility

- **Services Provided:** Bulk SMS services, promotional SMS, transactional SMS, international SMS, WhatsApp bulk messaging, IVR solutions, voice call services, and related marketing solutions.
- **Eligibility:** You must be at least 18 years old or the age of majority in your jurisdiction. If you represent an organization, you confirm you have the authority to bind it to these Terms.
- **Service Updates:** OceanTechZone may update, modify, or discontinue services at any time without prior notice.

3. Registration and KYC Requirements

- **Registration:** Customers must register via our official online form or service agreement.
- **KYC Documentation:** Valid and verifiable KYC documents (such as PAN, GST, Aadhar, or business license) must be provided before service activation.

 Account Security: Customers are solely responsible for safeguarding their login details, API keys, and passwords. OceanTechZone shall not be liable for unauthorized usage caused by weak account security.

4. Customer Responsibilities and Compliance

- **Regulatory Compliance:** Customers must follow all applicable laws and regulations, including:
 - o TRAI (Telecom Regulatory Authority of India) guidelines
 - o DoT (Department of Telecommunications) rules
 - o Platform-specific policies (Meta/WhatsApp, Google, Truecaller, etc.)
 - Data protection & privacy laws
- **Content Restrictions:** Customers must not use services to:
 - Send unsolicited spam or promotional SMS without user consent
 - o Transmit illegal, misleading, or harmful content
 - Violate TRAI DLT rules for promotional and transactional SMS
 - o Engage in phishing, spamming, or fraudulent activities
- **Monitoring:** OceanTechZone reserves the right to monitor compliance and suspend services in case of violations.

5. Billing and Payment Terms

- **Billing Model:** Charges are usage-based, as recorded in OceanTechZone systems.
- Payment Terms: Standard payment cycle is 7 days from invoice date.
- Late Payments:
 - o 1.5% monthly interest for first 30 days overdue
 - o 3% monthly interest if exceeding 30 days
- **Taxes:** All prices exclude GST and applicable taxes.
- **Service Suspension:** Services may be suspended if payment is delayed by more than 7 days.
- **Invoice Disputes:** Must be raised in writing within 3 days of invoice receipt.

6. Credit Validity and Refund Policy

- Validity: Prepaid credits are valid for 12 months from the date of purchase.
- Non-Refundable Items:
 - Unused credits after account termination
 - o Platform fees (monthly/quarterly/annual) once billed
 - Charges for policy violations or spamming activities

7. Service Termination

- Notice Period:
 - General services 30 days prior notice
 - Quarterly contracts 15 days before renewal
 - o Virtual numbers/voice services 90 days notice
- **Immediate Termination:** OceanTechZone may suspend or terminate services without notice for:
 - o Non-payment
 - Regulatory violations
 - o Spamming, phishing, or illegal usage
 - Breach of these Terms

8. Service Level and Availability

- Best Effort Service: Services are delivered on a best-effort basis.
- **Maintenance:** Scheduled maintenance may cause temporary downtime.
- **Third-Party Dependency:** We rely on telecom providers and internet platforms. OceanTechZone is not responsible for interruptions caused by them.
- **No Guarantee:** We do not guarantee 100% delivery or uninterrupted services.

9. Limitation of Liability

- OceanTechZone shall not be liable for indirect, incidental, or consequential damages such as loss of business, revenue, or data.
- **Maximum Liability:** Limited to the average monthly amount paid by the customer in the last 12 months or INR 1,00,000, whichever is lower.

10. Data and Privacy

- **Data Usage:** We collect and process customer data only to deliver services.
- Ownership: Customers retain ownership of their data.
- **Security:** Industry-standard security measures are implemented.
- Third-Party Policy: Use of third-party tools is subject to their privacy policies.

11. Intellectual Property

- All rights to OceanTechZone's platforms, APIs, and proprietary technology remain with OceanTechZone.
- Customers retain rights to their content but grant OceanTechZone necessary licenses for service delivery.

12. Indemnification

You agree to indemnify OceanTechZone, its directors, and employees against any claims, damages, or penalties arising from:

- Violation of laws or TRAI/DLT rules
- Misuse of our services
- Transmission of illegal or harmful content

13. Support & Reporting

- Sales Queries: sales@oceantechzone.com
- **Technical Support:** support@oceantechzone.com
- **Billing:** billing@oceantechzone.com

14. Modifications to Terms

OceanTechZone reserves the right to update these Terms anytime. Continued use of services after updates constitutes acceptance.

15. Governing Law & Jurisdiction

- These Terms are governed by the laws of India.
- All disputes shall be subject to courts in New Delhi, India.

16. Contact Information

OceanTechZone

[Insert Your Office Address Here]

Email: support@oceantechzone.com