



# OM MARKETING

## MARKETING SOLUTIONS

## OM Marketing Solutions

### Terms & Conditions (Service Packages)

#### 1. Project Initiation & Payment

- Work will start only after **50% advance payment** is received.
- Remaining **50% balance must be paid before final website/project handover or go-live.**
- Any delay in payment may result in **project pause or suspension of services**.

#### 2. Scope of Work

- The services provided will be **strictly limited to the features mentioned in the selected package.**
- Any additional pages, features, integrations, or changes outside the package scope will be treated as **extra work** and charged separately.
- Custom features not listed in the package will be quoted separately.

### **3. Content & Materials**

- Client is responsible for providing:
  - Text content
  - Images
  - Logos
  - Business information
- If content is not provided, placeholder or AI-generated content may be used for demo purposes.
- OM Marketing Solutions is **not responsible for copyright issues** related to client-provided content.

### **4. Revisions Policy**

- Each package includes **limited revisions**:
  - Business Starter Pack: Up to 2 rounds
  - Lead Generator Pack: Up to 3 rounds
  - Business Automation Pack: Up to 3 rounds
  - AI Growth System: As per project agreement
- Additional revisions will be billed separately.

### **5. Timelines & Delays**

- Project timelines are dependent on **client's timely feedback and content submission**.
- Delays caused by the client will automatically extend the delivery timeline.
- OM Marketing Solutions will not be responsible for delays due to late approvals or missing information.

## 6. Hosting, Domain & Third-Party Tools

- Hosting, domain, WhatsApp API, chatbot platforms, CRM tools, and automation software may involve **third-party services**.
- Any third-party fees, API charges, or platform subscriptions are **not included unless specifically mentioned**.
- OM Marketing Solutions is not responsible for price changes, downtime, or policy changes of third-party platforms.

## 7. Monthly Fees for Automation & AI Services

- Packages that include:
  - WhatsApp API
  - AI Chatbots
  - CRM
  - Automation workflowsrequire **monthly platform & maintenance fees**.
- Failure to pay monthly fees may result in **temporary suspension of automation, chatbot, or API services**.

## 8. Support & Maintenance

- Free support is provided only for the duration mentioned in the selected package.
- After free support period, support will be available under:
  - AMC (Annual Maintenance Contract)
  - Monthly support plans
- Support includes bug fixes and minor updates only, not new features.

## 9. Ownership & Access

- Final website ownership is transferred to the client after **full payment clearance**.
- OM Marketing Solutions reserves the right to **remove access or suspend services** in case of non-payment.

- Source files, custom code, and automation workflows may be provided only after full settlement and as per agreement.

## 10. Performance & Results Disclaimer

- OM Marketing Solutions does **not guarantee specific sales, leads, or revenue results.**
- Business results depend on multiple factors including:
  - Market conditions
  - Ad spend (if any)
  - Client's sales process
  - Industry competition

## 11. Data & Privacy

- Client data will be used only for providing agreed services.
- OM Marketing Solutions is not responsible for data loss caused by:
  - Third-party platforms
  - Hosting provider issues
  - Cyberattacks beyond reasonable control

## 12. Termination Policy

- Either party may terminate services with written notice.
- No refunds will be issued for work already completed or services already delivered.
- Setup fees are **non-refundable** once project has started.

## 13. Promotional Rights

- OM Marketing Solutions reserves the right to:
  - Display completed projects in portfolio

- Use client logo/name for marketing & case studies  
(Unless client requests in writing not to)

## 14. Legal Jurisdiction

- All disputes, if any, shall be subject to **Ahmedabad, Gujarat jurisdiction only.**