



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.**