

Terms and Conditions

These terms and conditions constitute a legally binding agreement between you (the "Client") and [Spectrum Group] ("DMA") for the provision of digital marketing services. By engaging with the DMA, the Client acknowledges and agrees to be bound by the terms and conditions set forth in this Agreement.

Scope of Services

DMA agrees to provide digital marketing services as outlined in the proposal provided to the Client. Any changes to the scope of services must be agreed to in writing by both parties.

Fees and Payment

The Client shall pay DMA for the services provided in accordance with the proposal. The fees are non-refundable and due upon receipt of the invoice. In the event of any outstanding fees, DMA reserves the right to suspend or terminate services.

Term and Termination

The term of every Agreement shall begin on the date of acceptance by the Client and continue for the period outlined in the proposal, unless terminated earlier by either party upon written notice to the other party.

Confidentiality

Both parties agree to keep confidential, any confidential information provided by the other party, agree and not to disclose such information to any third party without the prior written consent of the other party.

Ownership and Intellectual Property

All intellectual property rights related to the services provided by DMA shall remain the property of DMA. The Client may use any materials provided by DMA solely for the purpose of the services provided.

Representations and Warranties

The Client represents and warrants that it has the right and authority to enter into this Agreement and to engage DMA to provide the services outlined in the proposal.

Limitation of Liability

DMA shall not be liable for any direct, indirect, special, incidental, consequential, or punitive damages arising from the provision of services under this Agreement, regardless of the cause of action or theory of liability.

Indemnification

The Client agrees to indemnify and hold harmless DMA, its officers, directors, employees, and agents from any claims, damages, or expenses arising from the Client's use of the services provided by DMA.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which DMA is located. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the Indian Council of Arbitration.

Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior negotiations and understandings between the parties with respect to the subject matter hereof.

Amendments

This Agreement may only be amended by mutual written agreement of the parties.