

## **Terms and Conditions**

Last Updated: 1st February 2025

### **1. Introduction**

Welcome to MB CREATIVES. By accessing or using our website at <https://mb-creatives.com> and engaging our services, you agree to comply with and be bound by the following terms and conditions (T&C). Please review the following terms carefully.

### **2. Services**

MB CREATIVES provides a range of digital marketing services, including but not limited to digital marketing, graphic designing, branding, advertising, e-commerce marketing, web development, e-mail marketing, web analytics, and social media analytics, as outlined on our website. The specific scope of services to be provided will be agreed upon in writing between MB CREATIVES and the Client.

### **3. Quotation**

1. MB CREATIVES will provide a quotation based on the Client's requirements.
2. Quotations are valid for 30 days from the issue date. After this period, quotations are subject to revision without prior notice.
3. Any revisions to the quotation must be re-accepted by the Client in writing.

### **4. Payment Terms**

1. Payment for services is due within 7 days of the invoice date, unless otherwise agreed in writing.
2. A 50% deposit may be required before the commencement of services, with the remaining balance due upon completion.
3. Late payments will incur an interest charge of 10% per month on the outstanding balance.
4. The Client is responsible for all reasonable costs associated with the recovery of overdue payments, including legal fees and collection agency charges.
5. In the event of project delays or cancellations by the Client, MB CREATIVES reserves the right to retain deposits or claim any payments proportionate to the work already completed.

## **5. Ownership and Intellectual Property**

1. MB CREATIVES retains ownership of all intellectual property, materials, and content created until full payment has been received.
2. Upon full payment, ownership of deliverables created for the Client will be transferred to the Client, excluding any third-party materials or licensed content. Ownership of third-party licensed materials remains with the respective licensors, even after payment.
3. In case of partial payment, the Client may only use the deliverables proportionate to the payment made. Full ownership of all deliverables will be transferred only upon receipt of full payment.
4. The Client may not use or reproduce any deliverables until full payment has been made. MB CREATIVES reserves the right to take legal action if deliverables are used without full payment.
5. MB CREATIVES will seek the Client's prior written consent for any promotional use of confidential or sensitive projects.

## **6. Revisions and Amendments**

1. MB CREATIVES will provide up to 4 rounds of minor revisions as part of the agreed services. Minor adjustments refer to changes in design or content that do not exceed 10% of the original scope of work or delivery timelines.
2. Any revisions beyond the 4 rounds will be charged at ₹450 per hour or as otherwise agreed.
3. Changes to the scope of work must be agreed upon in writing and may result in additional charges.

## **7. Termination**

1. Either party may terminate this agreement with 30 days' written notice.
2. In the event of termination, the Client is responsible for payment of all work completed up to the date of termination. MB CREATIVES will deliver any work product completed up to that point, provided that all outstanding payments have been made.
3. MB CREATIVES reserves the right to terminate this agreement immediately if the Client breaches any terms and fails to rectify such breach within 7 days of receiving written notice.

## **8. Liability**

1. MB CREATIVES will not be liable for any indirect, incidental, or consequential damages arising out of or in connection with the services provided.
2. Our total liability for any claims arising out of this agreement will not exceed the total amount paid by the Client for the services.
3. This limitation of liability does not apply to instances of gross negligence or willful misconduct by MB CREATIVES.

## **9. Confidentiality**

1. Both parties agree to maintain the confidentiality of all proprietary information disclosed during the services.
2. Confidentiality obligations will remain in effect indefinitely or for a period of two years following the termination of this agreement, whichever is longer, unless otherwise agreed.

## **10. Indemnification**

The Client agrees to indemnify and hold harmless MB CREATIVES and its Founders from any claims, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of or related to the services provided, including any third-party claims related to content provided by the Client.

## **11. Governing Law and Jurisdiction**

1. This agreement shall be governed by and construed in accordance with the laws of India.
2. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts in Mumbai, Maharashtra.

## **12. Dispute Resolution**

1. Both parties agree to attempt to resolve disputes through negotiation.
2. Failing resolution through negotiation, disputes may be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Mumbai, Maharashtra, and the language of arbitration shall be English.

## **13. Miscellaneous**

1. Amendments or waivers to this agreement will be effective only if made in writing and signed by both parties.
2. This agreement constitutes the entire agreement concerning the services provided and supersedes all prior understandings specific to such services.

## Contact Information

For any inquiries or concerns, please contact us at:

**Phone:** +91 8286507507

**Email:** [contact@mb-creatives.com](mailto:contact@mb-creatives.com)

**Address:** 14/604, Millennium Park, Hariom Nagar, Mulund East 400081

