
1. SOCIALMOON – TERMS OF SERVICE & PRIVACY POLICY

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37. 1. Introduction

These Terms govern your use of all services offered by **SocialMoon**, including social media management, advertising, IT solutions, web development, consulting, design, and digital marketing.

By accessing or using our services, you agree to comply with all sections of these Terms.

38. 2. Definitions

- **“Client / User”** – Any individual or business who purchases or interacts with our services.
- **“Company / SocialMoon”** – Our agency, team members, contractors, and authorized representatives.
- **“Services”** – All digital, creative, technical, marketing, consulting, or development services provided.
- **“Deliverables”** – Any content, code, design, report, campaign, or asset produced.
- **“Project Agreement / SOW”** – A written contract detailing deliverables, deadlines, and fees.
- **“Personal Data”** – Any identifiable information as per DPDP Act 2023.
- **“Third-Party Platforms”** – Meta Business, Google Ads, LinkedIn, AWS, Stripe, Razorpay, etc.

39. 3. Eligibility

- You must be at least **18 years old**.
- Business clients must confirm they are legally authorized to enter agreements.
- Using our services signifies legal competence to form binding contracts.

40. 4. User Obligations

Clients must:

1. Provide truthful, accurate information.
2. Supply materials, approvals, credentials, and instructions on time.
3. Follow platform policies (Meta, Google, LinkedIn, etc.).
4. Not use our services for illegal or harmful activities.
5. Maintain secure passwords and restrict unauthorized access.

If you delay providing assets or feedback, deadlines **automatically extend**.

41. 5. Account Creation, Access Rights & Security

- Some services require accounts on social platforms or dashboards.
 - You authorize SocialMoon to access these accounts **only for service delivery**.
 - You must revoke access after project completion if preferred.
 - We are **not liable** for losses from compromised accounts due to weak client security.
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42. 6. Service Engagement Structure

A project begins only when:

- You approve the quotation/proposal, and
- You pay any required advance.

No verbal agreement is binding without written confirmation.

43. 7. Scope of Work (SOW) & Deliverables

The SOW defines:

- Deliverables
- Deadlines
- Revisions
- Tools used
- Responsibilities of both parties

Anything not explicitly listed is **not included**.

Extra work → New charges.

44. 8. Payment Terms, Billing, Invoices & Taxes

- Payments must be made as per invoice terms.
 - All fees are exclusive of applicable taxes unless stated.
 - International clients handle conversion charges.
 - Work pauses automatically when payments are delayed.
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45. 9. Late Fees, Chargebacks & Billing Disputes

- Late fees apply after due dates (2–10% depending on contract).
- Chargebacks without prior contact are a policy violation.

- If you open a false chargeback, we may pursue legal action.

46. 10. Service Performance Standards (SLA Disclaimer)

Social media, ads, SEO, and digital marketing outcomes **cannot be guaranteed** due to factors outside our control:

- Platform algorithm changes
- Market fluctuations
- Audience behavior
- Ad account restrictions

We do not guarantee:

- Specific growth numbers
- Sales
- ROI percentages
- Rankings

47. 11. Content Creation, Approvals & Revisions Policy

- Revisions are limited to what's specified in the SOW.
- Additional revisions = extra charges.
- If the client fails to approve content on time, delays are not our responsibility.
- After final approval, changes are billed separately.

48. 12. Hosting, Deployment & Technical Limitations

For web development projects:

- Hosting and domain fees are separate unless stated.
- We cannot guarantee 100% uptime (hosting limitations).
- Third-party plugin/theme issues are not our liability.
- Browser or device incompatibilities may require extra work.

49. 13. Intellectual Property Rights

Company-Owned IP

Until full payment:

- Designs, code, strategies, campaigns, templates, or documents remain SocialMoon's property.

After payment:

- Client receives usage rights **defined in the SOW** (not full ownership unless stated).

Copyright Restrictions

Clients may NOT:

- Resell our work
- Modify code/designs for other businesses
- Use our internal tools or templates for commercial sale

50. 14. License to Use Client Materials

The client grants SocialMoon a **non-exclusive, royalty-free license** to use:

- Logos
- Brand materials
- Photos/videos
- Text
- Credentials

only for executing the project and portfolio display.

51. 15. Portfolio Display & Public Case Studies

We reserve the right to:

- Display completed work
- Show results
- Publish case studies
- Add the project to portfolio

Unless the client signs a written **NDA restricting display rights.**

52. 16. Confidentiality & Non-Disclosure

Both parties must protect:

- Campaign strategies
- Access credentials
- Business information
- Private data

Confidential info may only be shared:

- With subcontractors assisting in the project
 - When required by law
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53. 17. Use of Third-Party Services, APIs & Platforms

We integrate with external systems such as:

- Meta Ads
- Google Ads
- Analytics tools
- Payment gateways
- APIs
- Hosting services

We are **not responsible** for:

- Outages

- API changes
 - Platform bans or restrictions
 - Paid ad performance
 - Third-party data breaches
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54. 18. Data Protection, Security Measures & Compliance

We follow the **Digital Personal Data Protection Act, 2023**.

Security measures include:

- Encrypted storage
- Access logs
- Limited internal access
- Secure data deletion

Users must not send:

- Sensitive personal data unless necessary
 - Illegal content
 - Payment details over insecure channels
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55. 19. Marketing Communications & Consent Management

By using our services, you agree to receive:

- Service updates
- Billing notifications
- Security alerts

You may opt out of promotional messages anytime.
Critical communications cannot be opted out of.

56. 20. Acceptable Use Policy

Clients may NOT use our services to:

- Spread hate, violence, misinformation
- Promote illegal goods
- Conduct fraud
- Create explicit content
- Spam users

Violations may cause immediate termination.

57. 21. Prohibited Activities

Strictly forbidden:

- Reverse engineering our code
- Sharing internal documents
- Circumventing payment

- Abusing support staff
 - Misrepresenting affiliation with SocialMoon
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58. 22. Representations & Warranties

The client warrants that:

- All content provided is legally owned
 - No intellectual property rights are violated
 - Instructions given do not breach any law
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59. 23. Disclaimers

We do NOT guarantee:

- Rankings (SEO)
- Sales or conversions
- Follower growth
- Account recovery after bans
- Platform stability

We provide services **on a best-effort basis**.

60. 24. Limitation of Liability

Our maximum liability is **limited to the amount paid by the client in the last 90 days**.

We are not liable for:

- Profit loss
 - Data loss
 - Account bans
 - Downtime
 - Third-party service errors
 - Indirect damages
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61. 25. Indemnification

You agree to indemnify SocialMoon against claims arising from:

- Misuse of services
 - Client-provided content
 - Legal violations
 - Intellectual property infringement
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62. 26. Refunds, Cancellations & Early Termination

- No refunds once work has begun.
- Subscription/retainer payments are non-refundable.

- Early termination fees may apply.
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63. 27. Suspension of Services

We may suspend services if:

- Payments are overdue
 - You violate policies
 - Illegal activity is detected
 - A platform requests suspension (e.g., Meta policy breach)
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64. 28. Post-Termination Obligations

Upon termination:

- Access to dashboards is revoked
 - Remaining payments must be cleared
 - We may delete your data after retention period
 - IP rights revert back to SocialMoon until dues are cleared
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65. 29. Non-Solicitation Clause

For **12 months**, you may not hire or attempt to hire:

- Our employees
 - Our vendors
 - Our freelancers
Directly or indirectly.
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66. 30. Compliance with Indian Law

We comply with:

- **IT Act, 2000**
 - **DPDP Act, 2023**
 - **Intermediary Guidelines**
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67. 31. Governing Law & Dispute Resolution

- Governed by laws of **India**
 - Jurisdiction: **Lucknow, Uttar Pradesh**
 - Mediation → Arbitration → Civil court
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68. 32. Amendments to Terms

SocialMoon may update these Terms anytime.
Continued use signifies acceptance.

69. 33. Contact Information

Email: contact@socialmoon.in

Phone: +91 9118439107

Address: Lucknow, Uttar Pradesh, India

70. 34. Final Acknowledgment & Consent

By using SocialMoon services, you confirm you have read, understood, and accepted all clauses in these Terms.
