

Terms and Conditions

Welcome to **Influenshall Media** (“we,” “our,” or “the Agency”). These **Terms and Conditions** (“**Terms**”) govern your access to and use of our marketing services, including lead generation, appointment-setting, CRM access, and any other services provided by us (“**Services**”).

By accessing or using our Services, you (“Client,” “you,” or “your”) agree to be bound by these Terms. If you do not agree, you must not use our Services.

1. Scope of Services

Influenshall Media provides digital marketing and advertising services, including but not limited to lead generation, appointment-setting, CRM tools, campaign management, and related consulting.

Specific deliverables, timelines, and fees will be outlined in a separate service agreement or proposal mutually agreed upon by both parties.

2. Client Responsibilities

- The Client agrees to provide accurate information, timely approvals, and necessary access to advertising accounts, CRM systems, or other tools required for the successful execution of campaigns.
 - The Client must not misuse the CRM or share access credentials with unauthorized parties.
 - The Client is responsible for following all compliance, ethical, and data protection laws in their region.
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3. Payment Terms

3.1 Payment Method

Payments for Services shall be processed automatically via **Razorpay** or any other payment gateway authorized by the Client at the time of onboarding. The Client agrees to maintain valid payment credentials and sufficient funds for successful processing.

3.2 Auto-Deduction Authorization

By signing up for our Services, the Client authorizes Influenshall Media to automatically charge the agreed payment amount on the recurring billing date unless canceled as per these Terms.

3.3 Failed Payments

If an auto-deduction fails (e.g., due to insufficient funds or expired cards), the Client will be notified and must complete the payment within **five (5)** days. The Agency reserves the right to **pause all services** until payment is received.

3.4 Refund Policy

All payments made to Influenshall Media are **final and non-refundable**, except as explicitly stated in a separate written agreement.

Ad spend paid directly to advertising platforms (e.g., Meta, Google) is not handled by the Agency and is **non-refundable under all circumstances**.

4. CRM Access

Influenshall Media may provide access to its CRM platform for lead management, contact tracking, and appointment scheduling. The Client agrees to use the CRM solely for legitimate business purposes.

The Agency retains administrative rights and may revoke access in the event of misuse or breach of these Terms.

5. Confidentiality

Both parties agree to maintain strict confidentiality regarding each other's business, strategies, proprietary information, and data shared during the course of the engagement.

This obligation shall survive the termination or expiration of this Agreement.

6. Communication

Both parties agree to maintain open and professional communication through approved channels, including email, WhatsApp, or virtual meetings.

Each party shall make reasonable efforts to respond within **24 hours**, excluding weekends and public holidays.

Both parties agree to treat each other with mutual respect — any abusive or unprofessional conduct may lead to immediate termination of the Agreement.

7. Term and Renewal

This Agreement will have an initial term of **three (3) months** from the commencement date and will automatically renew for subsequent three-month periods unless either party provides written notice of non-renewal at least **seven (7) days** before the current term's end.

8. Platform Liability Disclaimer

Although rare, the Agency is **not liable** if the Client's ad account, profile, or advertisements are disabled, restricted, or banned by Facebook, Google, or any advertising platform.

Paid advertising is subject to factors beyond the Agency's control, including algorithm changes, platform policies, or past account issues.

The Agency will make reasonable efforts to assist but cannot guarantee reinstatement or specific outcomes.

9. Termination

Either party may terminate this Agreement with written notice in accordance with the terms specified in the Service Agreement.

Upon termination, the Client shall remain liable for all services rendered up to the effective date of termination.

In cases of misconduct, breach of confidentiality, or non-payment, the Agency may terminate this Agreement immediately.

10. Intellectual Property

All creative materials, strategies, and content developed by the Agency remain the intellectual property of **Influenshall Media** unless explicitly transferred in writing.

The Client retains ownership of their own brand assets, logos, and business information.

11. Limitation of Liability

The Agency's total liability under this Agreement, for any reason, shall not exceed the total amount paid by the Client for services within the three (3) months preceding the event causing the claim.

The Agency shall not be liable for indirect, incidental, or consequential damages.

12. Indemnification

The Client agrees to indemnify and hold harmless Influenshall Media, its employees, and affiliates from any third-party claims, damages, or expenses arising from:

- (a) the Client's business operations,
 - (b) content or materials provided by the Client, or
 - (c) misuse of the Services or CRM system.
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13. Dispute Resolution

Both parties agree to first attempt to resolve any dispute through **good faith negotiation and mediation**.

If mediation fails, disputes shall be subject to the **exclusive jurisdiction of the courts of Bangalore, Karnataka, India**.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **India**, without regard to any conflict of law principles.

Both parties waive their right to a jury trial in connection with any dispute arising under this Agreement.

15. Entire Agreement

This document constitutes the **entire agreement** between Influenshall Media and the Client and supersedes all prior proposals, communications, or understandings.

16. Amendments

Any changes or modifications to this Agreement must be made in **writing** and **signed by both parties** to be legally binding.

Contact Information

If you have any questions, please contact:

Influenshall Media

 [Click Here to Message Us on WhatsApp](#)

 [Click Here to Message Us on Facebook Messenger](#)

 Email: mailtoinfluenshall@gmail.com

 Website: www.influenshall.com

 Location: Bangalore, Karnataka, India