



Social Media Optimization

By hiring Hiemind Digital, you (the Client) agree to the Terms and Conditions of Use (Terms and Conditions) as outlined below. Please acquaint yourself with our Terms and Conditions before submitting any order for social media marketing. If you do not accept these Terms and Conditions, you may not use Hiemind Digital.

2.1 Authorization:

If the Client is engaging Hiemind Digital (Hiemind Digital), Kolkata, INDIA Company, as an independent contractor for the specific project of marketing a website, then the Client hereby authorizes Hiemind Digital to access the Clients social Medias as well as the Clients Google Analytics account. The client also authorizes Hiemind Digital to publicize their completed social media accounts to Web search engines, as well as other Web directories and indexes.

2.2 Acceptable Payment.

Hiemind Digital accepts cash, cheque, or direct online money transfer from bank. Client may request to pay with an alternative method prior to project completion.

2.1 Unprofessional Conduct

Hiemind Digital reserves the right to refuse service to, or communication with, the client should the Client engage in unprofessional conduct with Hiemind Digital or its subcontractors. Unprofessional behaviors may include but are not limited to profanity, discrimination, harassment, threats of slander, libel or blackmail, direct solicitation of its employees, or unethical practice. If a Client engages in any of these or other unprofessional practices, Hiemind Digital will halt work immediately and resolve unfinished work as per the Refund Policy.

2.4 Disclaimer and Severability.

Notwithstanding anything to the contrary contained in this contract, in no event will Hiemind Digital be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of the services agreed upon in this contract. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

2.5 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of INDIA. It is the express intention of Hiemind Digital and the Client that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this contract shall be either the Trail Court of Kolkata, INDIA. The parties agree to waive their right to a trial by jury. The Client consents to say courts having personal jurisdiction over the Client in any action based on this contract.

2.6 Copyrights and Trademarks

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Hiemind Digital for inclusion in social media pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, indemnify, protect, and defend Hiemind Digital and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

2.7 Sole Agreement

Hiemind Digital and the Client may have entered a contract for services, either prior to, in conjunction with, or subsequent to the Client's acceptance of these Terms and Conditions. The Client accepts Hiemind Digital's Terms and Conditions as they may be included with this contract. These Terms and Conditions shall be read and interpreted along with any such contract entered by Hiemind Digital and the Client.

2.8 Initial Payment & Refund Policy

As per section 15 of the MSMED Act, 2006, In case there is a written agreement all payment shall be made as per the agreed-upon timeline, not exceeding 45 days and In case there is no written agreement, payment should be made within 15 days.

The Client acknowledges that initial payment of the commencement deposit (as described elsewhere) shall be non-refundable or nonadjustable and shall be in consideration of the initial administrative actions taken by Hiemind Digital.

2.9 Non-payment by User

Interest accrued if payment is more than 15 / 45 days (Whichever is applicable) late. We reserve the right to add 10% on any outstanding balance every 7 days, of the scheduled payment due date. In the event of non-payment by the User, Hiemind Digital reserves the right to discontinue services.

2.9 Completion Date

If there is any kind of delay from client side after the commencement of the project then Hiemind Digital will not be held responsible and will not be liable to complete the project on time.

3.0 Amendment

This agreement may be modified or amended as required by Hiemind Digital.

NOTE: YOUR SIGNATURE ON A PRINTED COPY OF THIS AGREEMENT IS NOT REQUIRED. YOUR USE OF OUR SERVICES SHALL CONSTITUTE A VIRTUAL SIGNATURE, HAVING THE SAME FORCE AND EFFECT AS IF YOU HAD ACTUALLY SIGNED A PRINTED COPY OF THIS AGREEMENT.