

Terms & Conditions

1. Introduction

These Terms & Conditions govern the use of services provided by ID8NXT LLP ("we," "us," or "our") to you ("you" or "client"). By using our services, you agree to abide by these Terms & Conditions.

2. Services

We offer a range of digital marketing services including but not limited to search engine optimization (SEO), social media marketing (SMM), pay-per-click advertising (PPC), content marketing, web design and other marketing activities.

We may also use third-party Generative Artificial Intelligence (GenAI) tools to develop creative content including videos, static images, copy, and other marketing assets as part of our service offering. The specific tools used will depend on the nature of the project and will be agreed upon with the client during the engagement.

3. Client Responsibilities

You agree to provide all necessary information and materials required for us to perform the agreed-upon services in a timely manner. Failure to provide such information or materials may result in a delay in the delivery of services.

4. Payments

Payment terms will be agreed upon before the commencement of any services. All fees are non-refundable once services have been rendered unless otherwise stated in a separate agreement.

5. Refund or Returns Policy

We do not offer refunds for services rendered. Once a service has been provided and payment has been made, it is considered final. In the event of dissatisfaction with our services, we will work with you to resolve any issues or concerns to the best of our ability.

6. Intellectual Property

All intellectual property rights related to the services provided by us shall remain our property unless otherwise agreed upon in writing. You agree not to reproduce, distribute, or use any materials provided by us without prior written consent.

In the case of content generated using GenAI tools, all rights to final deliverables will be transferred or licensed to the client based on the project-specific agreement. However, the client acknowledges that third-party GenAI providers may retain certain rights over the inputs and outputs used during creation (e.g., for training or internal use), based on their platform's policies.

To mitigate risks, we take commercially reasonable steps to use GenAI tools and settings that prioritize privacy and restrict data reuse where possible. Additionally, we ensure sensitive client data is anonymized, excluded from AI prompts, or handled with strict confidentiality protocols when interacting with these platforms. This safeguards confidential information while still enabling creative and commercial usage of AI-generated content.

7. Confidentiality

We agree to keep confidential any proprietary or sensitive information provided by you in the course of our engagement. Likewise, you agree to keep confidential any proprietary or sensitive information provided by us.

8. Limitation of Liability

We shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to the services provided, regardless of the cause of action, even if advised of the possibility of such damages.

In relation to the use of third-party Generative AI (GenAI) tools, while we strive to follow best industry practices, including selecting reputable, widely accepted platforms and complying with their applicable usage policies, we shall not be liable for any claims arising from unforeseen outcomes or limitations inherent to such tools — including, but not limited to, similarity of outputs, copyright claims, or data retention policies of the GenAI providers.

That said, we will make reasonable efforts to minimize such risks by using business-grade or privacy-conscious versions of these tools where available, disclosing known limitations where applicable, and aligning tool usage with each project's legal and brand requirements.

9. Termination

Either party may terminate the engagement upon written notice if the other party materially breaches these Terms & Conditions and fails to remedy such breach within a reasonable period.

10. Governing Law

These Terms & Conditions shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions.

11. Amendments

We reserve the right to amend these Terms & Conditions at any time. Any amendments will be effective immediately upon posting on our website.

12. AI-Generated Content Disclaimer

- a. We may use Generative AI platforms (e.g., Midjourney, Runway, ChatGPT) to create or enhance content as per your project brief. By engaging us, you acknowledge and consent to such use.
- b. While we will make reasonable efforts to use tools and settings that restrict reuse or training on your content, absolute exclusivity or originality cannot be guaranteed due to the nature of these tools.
- c. The client is responsible for securing internal brand, legal, and procurement approvals before using any GenAI-generated content commercially.
- d. We retain the right to showcase parts of the final content in our portfolio, pitch decks, or marketing communications (including social media and website) unless the project is explicitly marked as confidential in writing. To avoid any post-delivery disputes, such confidentiality requests must be made in writing prior to final project delivery.

13. Force Majeure

Neither party shall be held liable for any failure or delay in performance of its obligations under these Terms & Conditions due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, strikes, civil unrest, epidemics, pandemics, internet or telecommunications outages, power failures, or any government-imposed restrictions or regulations.

In such cases, the affected party shall notify the other party promptly and will use reasonable efforts to resume performance as soon as possible. Any deadlines affected by such events will be extended accordingly.

14. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to these Terms & Conditions, the parties agree to first attempt to resolve the matter amicably through good-faith discussions. If unresolved within 30 days, the dispute shall be referred to binding arbitration in accordance with the Arbitration and Conciliation Act, 1996.

The seat and venue of arbitration shall be Mumbai, India, and the proceedings shall be conducted in English. Subject to the above, the courts in Mumbai shall have exclusive jurisdiction over all matters arising from these Terms & Conditions.

15. Contact Information

If you have any questions or concerns about these Terms & Conditions, please contact us at brewing@id8nxt.com.

By using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.