

ZENNY STUDIOS

TERMS & CONDITIONS

Governing all services provided by Zenny Studios

Effective Date: April 26, 2025
zennystudios.lovable.app | zennysstudios@gmail.com

1. Introduction & Acceptance

Welcome to Zenny Studios. By engaging our services or accessing our website (zennystudios.lovable.app), you agree to be bound by these Terms & Conditions. Please read them carefully before proceeding.

These Terms constitute a legally binding agreement between you ('Client') and Zenny Studios ('Agency', 'we', 'us'), a creative agency based in Bengaluru, Karnataka, India.

2. Services

Zenny Studios provides the following services, among others:

- Social Media Management
- Content Creation
- Digital Strategy
- Creative Direction
- Media Production
- Brand Activation & Experiential Marketing

The specific scope of services, deliverables, timelines, and fees will be outlined in a separate Scope of Work (SOW) or Project Agreement signed by both parties prior to the commencement of any work.

3. Engagement Models

Zenny Studios offers two primary engagement models:

3.1 Project-Based Engagement

A one-time or milestone-driven scope of work with defined deliverables and a fixed project fee.

3.2 Monthly Retainer

An ongoing engagement where the Client retains Zenny Studios for a defined set of services on a monthly basis. Retainer terms, including scope and notice periods, will be agreed upon in the individual contract.

4. Payment Terms

4.1 Advance Payment

All projects require a non-refundable advance of 50% of the total project fee before work commences. This advance confirms your commitment and secures your place in our schedule.

4.2 Final Payment

The remaining balance (100% of the outstanding amount) must be paid in full before final deliverables are handed over or published. No final files, assets, or intellectual property will be released until complete payment is received.

4.3 Payment Methods

Accepted payment methods will be communicated in your invoice. All fees are quoted in Indian Rupees (INR) unless otherwise agreed in writing.

4.4 GST & Taxes

All applicable taxes including GST will be added to invoices as required by Indian law. It is the Client's responsibility to provide correct GSTIN details, if applicable.

5. Revisions

Each project or deliverable includes up to 2 (two) rounds of revisions at no additional cost. A revision round is defined as a consolidated set of feedback submitted in one communication. Additional revision rounds beyond the included 2 will be billed at our standard hourly or per-revision rate, as communicated at the time.

Revisions do not include changes to the original agreed-upon scope. Scope changes will be treated as new work and quoted separately.

6. Cancellation & Refund Policy

We understand that circumstances change. Our cancellation and refund policy is as follows:

- The 50% advance payment is non-refundable once work has commenced.
- If a project is cancelled after commencement, a refund of up to a maximum of 20% of the total project value may be considered, solely at Zenny Studios' discretion, based on documented expenses and work completed at the time of cancellation.
- No refund will be issued for work already delivered, approved, or published.
- For retainer engagements, cancellation terms and notice periods will be specified in the individual retainer contract.

All refund requests must be submitted in writing to zennysstudios@gmail.com and will be reviewed within 14 business days.

7. Intellectual Property

7.1 Ownership Transfer

All original creative work and deliverables produced by Zenny Studios remain the property of Zenny Studios until full and final payment has been received from the Client.

Upon receipt of complete payment, Zenny Studios transfers full intellectual property rights of the agreed deliverables to the Client, unless otherwise specified in the project agreement.

7.2 Portfolio Rights

Zenny Studios reserves the right to showcase completed work in its portfolio, on its website, and on social media for promotional purposes, unless the Client explicitly requests confidentiality in writing prior to project commencement.

7.3 Third-Party Assets

Any third-party stock images, music, fonts, or other licensed assets used in deliverables remain subject to their respective licenses. The Client is responsible for ensuring continued compliance with those licenses after delivery.

8. Confidentiality (NDA)

Zenny Studios treats all Client information with professional discretion and will not knowingly disclose confidential business information to third parties.

If a Client requires a formal Non-Disclosure Agreement (NDA), this can be arranged upon request and must be executed before the project begins. Standard confidentiality terms will be defined in the signed NDA.

9. Client Responsibilities

To ensure smooth project delivery, the Client agrees to:

- Provide all required materials, brand assets, content, and feedback in a timely manner.
- Designate a single point of contact for communication and approvals.
- Respond to review requests within 5 business days to avoid project delays.
- Ensure all materials provided to Zenny Studios are owned by or licensed to the Client.

Delays caused by the Client's failure to provide required materials or feedback in a timely manner may result in revised timelines and/or additional charges.

10. Limitation of Liability

Zenny Studios provides creative and marketing services with professional care and expertise. However, we cannot guarantee specific business outcomes such as follower growth, lead generation, sales, or return on ad spend.

Our total liability to the Client is strictly limited to the deliverables as defined in the agreed Scope of Work. We are not liable for indirect, incidental, or consequential damages arising from the use or performance of our services, including but not limited to:

- Underperformance of social media campaigns or advertisements

- Platform algorithm changes affecting content reach
- Technical issues on third-party platforms (Meta, Google, etc.)
- Loss of revenue or business opportunities

11. Termination

Either party may terminate a project agreement by providing written notice. The notice period and any applicable financial obligations upon termination will be defined in the individual project or retainer contract.

Zenny Studios reserves the right to suspend or terminate services immediately in the event of non-payment, abusive conduct, or a request to create content that violates applicable laws.

12. Governing Law & Dispute Resolution

These Terms & Conditions are governed by the laws of India. Any disputes arising out of or relating to these Terms shall first be attempted to be resolved through good-faith negotiation between the parties.

If a resolution cannot be reached through negotiation, disputes shall be subject to the jurisdiction of the courts of Bengaluru, Karnataka, India.

13. Modifications to Terms

Zenny Studios reserves the right to update or modify these Terms & Conditions at any time. Updated terms will be posted on our website with a revised effective date. Continued engagement with our services after such changes constitutes acceptance of the updated terms.

14. Contact

For any questions regarding these Terms & Conditions, please contact us at:

Zenny Studios

Email: zennysstudios@gmail.com

Website: zennystudios.lovable.app

Bengaluru, Karnataka, India