

Terms & Conditions

Effective Date: May 1, 2025

Welcome to **iConcept Contact Solutions** (“we,” “us,” “our”), located at [insert address]. These Terms & Conditions (“Terms”) govern your access to and use of our website <https://www.iconceptsolutions.com> (“Site”), tools, services, and any content we provide (collectively “Services”). By accessing or using our Site or Services, you agree to these Terms. If you do not agree, please discontinue use immediately.

1. Eligibility & Acceptance

You must be 18 years or older and legally capable of entering into contracts. You authorize that all information you provide is true, accurate, and up-to-date.

2. Services Description

We provide marketing strategy, CRM setup, AI-powered lead generation, consulting, and related digital marketing services. Any specific service details will be provided in separate written agreements or Scope of Work documents.

3. Use of Site & Services

You agree to use the Site and Services lawfully and in accordance with these Terms. You must not do any of the following: use Site for spam or illegal activity; reverse engineer our code; spam, harass, or collect others’ data without consent. You will not store or process personal information of others unless you have explicit permissions (e.g., consent or legal basis).

4. Accounts & Passwords

You are responsible for maintaining the confidentiality of your account and password. You agree to notify us immediately of any unauthorized access or loss of your password. We reserve the right to suspend or delete your account for breach or misuse.

5. Billing, Fees & Payment Terms

All fees, invoices, and payment schedules are defined in your Service Agreement or Scope of Work. Payments are due as specified; late fees or interest may apply for overdue invoices. Additional fees for expedited work, extras beyond the initial scope, or payment processing (e.g., credit card fees) will be disclosed in writing before being applied.

6. Intellectual Property

a. Ownership of Deliverables

All custom deliverables created by iConcept Contact Solutions (“ICCS”) for the Client under a signed Service Agreement or Scope of Work—including but not limited to copywriting, ad creatives, funnels, automation workflows, graphics, website assets, training materials, and strategy documentation—shall become the property of the Client **only upon full payment** of all associated fees. Until payment is complete, all rights remain with ICCS.

b. ICCS's Retained Rights

ICCS retains full ownership of:

All pre-existing tools, frameworks, templates, scripts, codebases, or processes used in the creation of deliverables.

Any proprietary systems, automation logic, or CRM configurations not explicitly developed as custom for the Client.

These retained rights may be reused or repurposed by ICCS for other clients or internal projects, so long as they do not disclose or reuse the Client's confidential or brand-specific content.

c. Restrictions

The Client agrees not to:

Reverse engineer, resell, sublicense, or replicate proprietary systems, campaigns, or configurations developed by ICCS.

Reuse ICCS's branding, copyrighted documents, or training material without written consent.

Share any proprietary logic, automation flows, or CRM setup documentation with third parties for replication or resale.

d. License to Use

Upon full payment, ICCS grants the Client a **non-exclusive, royalty-free, worldwide license** to use, modify, and display the final deliverables for internal business use and lead generation purposes. This license is non-transferable unless otherwise agreed in writing.

e. Portfolio Rights

Unless otherwise agreed upon in writing, ICCS retains the right to showcase non-confidential aspects of deliverables (e.g., general layout, design samples, or performance metrics) in its portfolio, sales materials, or case studies, with reasonable efforts to mask sensitive business information or trade secrets.

f. Third-Party Intellectual Property

If any third-party materials (e.g., stock images, software libraries, fonts, plugins, or licensed assets) are incorporated into the deliverables:

- ICCS will ensure such materials are used under appropriate licenses, and the Client will be notified of any usage restrictions.
- The Client agrees not to use or distribute such third-party content outside of the scope allowed by the original license terms.
- The Client is responsible for maintaining compliance with any third-party licensing agreements, unless such materials were procured and licensed directly by ICCS on the Client's behalf.

ICCS assumes no responsibility for the Client's misuse or unauthorized distribution of any third-party intellectual property included in the deliverables.

7. Client-Provided Materials

You are responsible for any materials you provide (e.g., logos, brand assets, campaign copy). You represent that you have all necessary rights and licenses for any materials you submit.

8. Confidentiality

We agree to keep all confidential information you share in strict confidence for the duration of the services plus 2 years.

Confidential information excludes any public knowledge or information disclosed by third parties without breach.

9. Client Data & Privacy

You retain full ownership and control over data generated by our work (e.g., leads, customer info).

We may process your data on your behalf as part of the service; we will follow your instructions and applicable laws (e.g., GDPR, CCPA).

Our privacy policy outlines data collection and usage terms: [\[Link to Privacy Policy\]](#).

10. Warranties & Disclaimers

We provide services “as-is” and do not guarantee specific results (e.g., revenue, leads, ROI).

We make no warranties regarding third-party tools or platforms.

You agree to confirm all campaign strategies are compliant with relevant platform ad policies (e.g., Facebook financial services rules).

11. Limitations of Liability

To the fullest extent permitted by law:

We are not liable for lost profits, indirect damages, or incidental issues resulting from our services.

Total liability under any claim is capped at the total fees you’ve paid us in the prior 12 months.

No claim may be brought more than one year after the event that gave rise to it.

12. Indemnification

You agree to indemnify, defend, and hold us harmless from any claims arising from your breach of these Terms, your actions, or violation of third-party rights.

13. Termination & Suspension

Either party may terminate services based on the terms in the Service Agreement.

You must pay for all services rendered up to the termination date.

We reserve the right to suspend or terminate your account for violations of these Terms or suspected abuse.

14. Modifications of Terms

We may update these Terms at any time with changes posted on this page and a new “Effective Date.”

Continued use of the Site or Services after changes constitute acceptance.

We will notify you of material changes via email to your registered address.

15. Governing Law & Disputes

These Terms are governed by the laws of **South Dakota**, without regard for conflict of law.

Any disputes will be resolved first through good-faith negotiation, then through mediation as outlined in the Service Agreement, and finally arbitration (per that agreement).

16. Contact Information

If you have any questions or concerns about these Terms, please contact us.

17. Entire Agreement

These Terms, together with any Service Agreement or Scope of Work, constitute the complete agreement and supersede prior written or verbal agreements between us.

Thank you for trusting iConcept Contact Solutions Corporation. We're here to help you grow — safely, smartly, and with integrity.