Terms of Service

Last Updated: 2025

These Terms of Service ("Terms") govern the use of HayaTech's website, communication channels, and all automation, integration, workflow, and development services provided by HayaTech ("we", "our", "us").
By accessing our website, contacting us, or engaging in our services, you agree to the Terms outlined below.

1. Acceptance of Terms

By initiating a project, submitting a brief, making a payment, or communicating with us regarding services, you acknowledge that:

- You have read these Terms,
- You understand them, and
- You agree to be bound by them.

If you do not agree, please refrain from using our website or services.

2. Scope of Services

HayaTech provides digital and technical services including but not limited to:

- n8n automation workflows

- Email automation systems
- API integrations
- Data pipelines
- Custom scripts
- Workflow maintenance
- AI-powered tools
- Technical consultation

Final deliverables, milestones, timelines, and pricing are defined in each project proposal or confirmation email/message.

2.1 Out-of-Scope Work

Any request **not** included in the agreed proposal or brief may:

- Require additional fees
- Extend delivery timelines
- Require a revised proposal

No additional work will begin without written approval.

3. Payments

Payment terms depend on the type of project:

- **One-time projects:** Typically require upfront payment or milestone-based payments.
- **Monthly maintenance:** Requires upfront monthly fees.
- **Custom workflows:** May involve partial advance + final payment upon delivery.

All fees are communicated clearly before starting work.

3.1 Refund Policy

Refunds depend on the progress of the project:

- Work that has already been delivered or started is **non-refundable**.
- For unused portions of maintenance plans, refunds may be considered on a case-by-case basis.
- Partial refunds are assessed based on completed portions of the work.

We always aim to maintain fairness and transparency.

3.2 Late Payments

If invoices are not cleared on time:

- Work may be paused,
- Delivery timelines may shift,
- Continued non-payment may result in cancellation of services.

4. Client Responsibilities

To ensure timely delivery, the client agrees to:

- Provide accurate information and project requirements
- Share necessary credentials (securely) where needed
- Review drafts promptly
- Communicate clearly and in a timely manner

Delays in feedback may affect project timelines.

5. Intellectual Property (IP)

5.1 Ownership

Unless explicitly stated otherwise in writing:

- HayaTech retains ownership of **internal tools**, **templates**, and **reusable workflow components**.
- The client receives rights to use the **final delivered workflow exports, configurations, documentation, and assets** for their internal business use.

5.2 License to Client

Upon full payment:

- A non-exclusive, royalty-free license is granted to use the delivered work in your organization.

5.3 Use Restrictions

Clients are **not allowed** to:

- Resell, sublicense, or publicly distribute HayaTech's internal workflow templates
- Claim authorship of our proprietary components

6. Revisions & Changes

Revisions are provided as per the agreed proposal (e.g., "1 round", "2 rounds").
Any additional revisions beyond the agreement may require extra billing.

7. Confidentiality

Both parties agree to keep confidential information private, including:

- Credentials
- Business data
- Workflow logic
- Project discussions

We follow reasonable measures to protect client data.

8. Service Availability & Maintenance

For maintenance plans, HayaTech provides:

- Workflow monitoring
- Fixes for breakages
- Limited updates
- Priority support

High-risk changes, external service changes (API updates, Gmail/Sheets updates), or major redesigns may require additional billing.

9. Limitation of Liability

To the maximum extent permitted by law:

- HayaTech is **not liable** for indirect, incidental, or consequential damages.
- Our total liability is limited to the **total amount paid** for the specific service under dispute.
- We are not responsible for failures caused by third-party APIs, platforms, or systems (e.g., Gmail, Google Cloud, WhatsApp, hosting providers).

10. Third-Party Services

Services sometimes rely on external systems such as:

- Google APIs
- WhatsApp Cloud API
- Third-party tools
- Payment processors
- Hosting providers

We cannot control outages or changes in these platforms.
 Clients are responsible for any fees associated with third-party tools.

11. Termination

Either party may terminate the relationship if:

- The client does not provide required data
- The client breaches these Terms
- Payments are delayed repeatedly
- The scope changes beyond the original agreement

Upon termination:

- Work delivered remains licensed to the client if fully paid
- Unpaid deliverables remain property of HayaTech

12. Governing Law

These Terms are governed by the laws applicable in the jurisdiction where HayaTech operates.

Any disputes will be resolved in accordance with local governing laws unless agreed otherwise in writing.

13. Updates to These Terms

HayaTech may update these Terms as needed.
 The latest version will always be available on this website, with the updated date shown at the top.

14. Contact Information

For questions, clarifications, or contract-specific requirements, contact:

Email: skmaaz8828@gmail.com
 WhatsApp: +91 88282 78210

🤝 **End of Terms**