

# Terms and Conditions (T&C's) for the supply of services by More Impact LLP, Patnem, Goa (1 August 2024)

## 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms and Conditions, unless the context otherwise requires, the following definitions apply:

- 'Business Day' means a day (other than a Saturday, Sunday or public holiday) when banks in Canacona, Goa, are open for business.
- 'Contract' means the contract between the Company and the Client for the supply of Services governed by these Terms and the Order.
- 'Client' means the individual or business entity that purchases Services from the Company and whose details are set out in the Order.
- 'Company' means More Impact LLP, a company registered by the Government of India Ministry of Corporate Affairs as a Limited Liability Partnership with LLP Identification Number ABB-9201, whose registered office is at #319 Patnem-Palolem Road, next to the chapel in Patnem, Canacona, Goa, India, trading as More Impact LLP.
- 'Force Majeure Event' means any event beyond the reasonable control of either party, including but not limited to strikes, lock-outs, industrial disputes, utility or transport failures, natural disasters, war, riot, civil commotion, compliance with law or governmental orders, fire, flood, storm, or failure of third-party suppliers.
- 'Intellectual Property Rights' includes all copyrights, trademarks, service marks, trade names, domain names, logos, rights in designs, rights in databases, rights in software, rights to inventions, know-how, trade secrets, and any other intellectual property rights, whether registered or unregistered.
- 'Order' means the order placed by the Client through counter-signing the Company's Proposal.
- 'Proposal' means the document prepared by the Company outlining the Services to be provided to the Client.
- 'Services' means the services that the Company will provide to the Client as specified in the Order.
- 'Specification' means the detailed description or specification of the Services as set out in the Order.
- 'Terms' means these Terms and Conditions, as may be updated from time to time by the Company.

- 'GST' means Goods and Services Tax applicable under Indian law at the time of invoicing.

1.2. Words in the singular include the plural and vice versa. A reference to one gender includes all genders. Headings are for convenience only and shall not affect the interpretation of these Terms.

1.3. References to statutes or statutory provisions shall be construed as including all amendments or re-enactments thereof, and all subordinate legislation made under the same.

## 2. TERMS AND CONDITIONS

2.1. These Terms shall apply to all agreements and Contracts between the Company and the Client for the provision of Services, to the exclusion of any other terms that the Client seeks to impose or incorporate, or which may be implied by law, trade, custom, practice, or course of dealing.

2.2. These Terms and the Order may only be varied by written agreement signed by authorized representatives of both the Company and the Client.

## 3. THE CONTRACT

3.1. The Order constitutes an offer by the Client to purchase Services in accordance with these Terms. The Client shall ensure that the terms of the Order and any relevant Specification are complete and accurate.

3.2. The Order shall only be deemed accepted, and the Contract formed, when the Company issues a written acceptance of the Order or begins to provide the Services, whichever occurs first.

3.3. The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, or representation not set out in the Contract.

3.4. Any samples, drawings, descriptive matter, or advertising issued by the Company are issued for illustrative purposes only and shall not form part of the Contract.

3.5. A Proposal issued by the Company shall only be valid for 14 Business Days from its date of issue.

## 4. COMPANY OBLIGATIONS AND WARRANTIES

4.1. The Company warrants that it will provide the Services with reasonable care and skill, and in accordance with the Specification in the Order.

4.2. The Company shall use reasonable efforts to meet any performance dates specified in the Order, but such dates are estimates only and time shall not be of the essence.

4.3. The Company may make necessary changes to the Services to comply with applicable laws or safety requirements, and will notify the Client if such changes materially affect the nature or scope of the Services.

4.4. The Company shall be entitled to use subcontractors to perform the Services, but remains responsible to the Client for their performance.

## 5. CLIENT'S OBLIGATIONS AND INDEMNITIES

5.1. The Client shall provide the Company with such information, access, cooperation, and assistance as the Company may reasonably require to provide the Services.

5.2. The Client shall review and approve any materials submitted by the Company within agreed timelines. Failure to do so may result in delays or additional costs.

5.3. The Client shall promptly notify the Company of any changes to domain names, hosting, websites, or technical set-up which may affect the Services.

5.4. If the Client fails to perform its obligations under this Clause within agreed deadlines (and within 15 Business Days if not specified), the Company may invoice for the remaining Services whether or not completed.

5.5. The Client shall indemnify and hold harmless the Company from any claims, damages, or losses arising from third-party claims relating to the Client's content, instructions, or actions including intellectual property infringement or contractual breaches.

5.6. The Client agrees to comply with all applicable laws and regulations, including data protection laws. The Client agrees to indemnify the Company for any losses arising from the Client's failure to comply with such laws.

5.7. Where the Company provides White Label Work, the Client shall indemnify the Company against all liabilities arising from the end-client relationship.

## 6. PRICES

6.1. Unless otherwise stated, all prices are in Indian Rupees (INR) and include any applicable tax or duty. If a tax or duty is introduced or changed after the Contract is made, the Company may adjust the price accordingly.

6.2. The Client acknowledges that certain Services may require the licensing of third-party intellectual property rights, and the Client may be required to enter into such a license directly at its own cost.

6.3. The fees set out in the Order are estimates based on the scope and hours required. If fees are not stated, the Company will charge according to its prevailing rate card.

6.4. The Company reserves the right to amend any estimate if an error or omission is discovered.

## 7. PAYMENT

7.1. Payment shall be made in two installments unless agreed otherwise: 50% in advance before the Company begins work, and 50% upon delivery of Services.

7.2. The Client shall pay each invoice within 14 Business Days of the invoice date. The invoice number must be included in all payments.

7.3. Payments must be made in full without deduction or set-off, except as required by law.

7.4. Interest at the statutory rate under the MSME Guidelines or 2% above the State Bank of India base rate (whichever is higher) may be charged on overdue sums.

7.5. Persistent non-payment will be a material breach of Contract entitling the Company to suspend further services or terminate the Contract.

7.6. If delays from the Client prevent Service delivery, the Company may invoice for work completed and charge for additional work required later.

7.7. If expedited delivery is required due to Client delays, the Company may charge additional fees for prioritizing the project.

## 8. DELAYS AND COMPLAINTS

8.1. If the Client proves that the Services are delayed or not in compliance with the Contract, the Company shall remedy the issue without undue delay.

8.2. Complaints about delays or defects must be made within 48 hours of discovery; otherwise, the Client is deemed to have accepted the Services.

8.3. The Company is not liable for delays caused by third-party services required for project completion (e.g., hosting, search engines, or APIs).

8.4. The Company's responsibility regarding third-party services is limited to reasonable due diligence and oversight.

8.5. The Client's sole remedy for failures after reasonable rectification attempts is Contract cancellation and refund of unused fees, subject to Clause 9.

## 9. LIABILITY

9.1. Except as expressly stated in this Clause, the Company shall have no liability for any loss or damage arising in connection with the Services.

9.2. The Company shall not be liable for:

- Indirect or consequential loss;
- Loss of profits, revenue, business opportunity, or data;
- Errors from third-party platforms, updates, or external integrations;
- Actions taken based on the Client's instructions or material provided.

9.3. Subject to Clause 10, the total liability of the Company shall not exceed the fees paid by the Client under the Contract.

## 10. OTHER LIMITATIONS OF LIABILITY

10.1. The Company is not liable for downtime, hacking, viruses, or any damage caused by third-party systems or code.

10.2. The Company is not liable for SEO performance changes caused by external search engine algorithm updates or Client website changes.

10.3. The Company does not guarantee specific performance metrics such as search rankings, traffic levels, or revenue increases.

10.4. The Company is not responsible for Client-initiated website updates or third-party alterations affecting the Services.

10.5. If the Client does not implement the Company's recommendations, the Company is not responsible for any resulting lack of success.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1. The Client is responsible for ensuring they have the rights to use any materials (including text, images, logos, and other assets) they provide to the Company. The Client grants the Company a non-exclusive, royalty-free license to use such materials for the purpose of providing the Services.

11.2. The Client guarantees that any such materials provided do not infringe any applicable laws, decency standards, or third-party intellectual property rights. The Company reserves the right to refuse or delete any such material.

11.3. The Client shall indemnify the Company against any claims, damages, or expenses arising from the use of Client-provided materials that infringe intellectual property rights or violate laws.

11.4. The Company will promptly notify the Client of any claims relating to such intellectual property disputes.

11.5. Unless explicitly stated otherwise, all intellectual property rights created or developed by the Company in the execution of the Services remain the property of the Company.

11.6. The Client shall not copy, distribute, modify, or create derivative content from any intellectual property supplied by the Company, unless agreed in writing.

11.7. If software, code, or scripts are provided by the Company, the Client receives only a non-exclusive, personal, non-transferable license to use them for the duration of the Contract.

11.8. Unless specifically requested otherwise, the Client grants the Company permission to display the Client's name and logo as a reference in marketing material, including on the Company's website. The Client agrees to provide an updated logo when necessary.

## 12. CONFIDENTIALITY AND PERSONAL DATA

12.1. Both parties agree to keep confidential all proprietary and confidential information obtained during the provision of the Services.

12.2. The Company will treat all confidential information received from the Client with at least the same care it uses to protect its own confidential information.

12.3. This duty of confidentiality does not extend to information that becomes public knowledge through no breach of this agreement, or which is already known or independently developed by the receiving party.

12.4. The Company agrees to comply with applicable data protection laws under Indian jurisdiction and protect any personal data processed as part of the Services.

12.5. The Client shall indemnify the Company for any losses arising from improper delivery, instruction, or content of Client-contributed data, including personal data breaches.

12.6. The obligations in this clause shall survive termination of the Contract.

## 13. TERM, TERMINATION AND ASSIGNMENT

13.1. The Contract shall run until completion of the Services, unless terminated early in accordance with this Clause.

13.2. Either party may terminate the Contract with immediate effect upon written notice if:

- The other party commits a material breach that is not remedied within 30 days of notice;
- The other party becomes insolvent or ceases business operations.

13.3. The Company reserves the right to suspend or terminate the Contract if the Client fails to pay on time or breaches the Terms.

13.4. Upon termination, all materials, access, and accounts supplied by either party shall be returned or revoked promptly.

13.5. The Client may not assign or transfer the Contract without prior written consent from the Company.

13.6. The Company may subcontract or assign some or all of its obligations without affecting the Client's rights under the Contract.

13.7. If the Client requests the continuation or renewal of the Contract at termination, the Company may issue a new Proposal with applicable adjustments.

## 14. STAKEHOLDER DISPUTES, AUTHORIZED INSTRUCTIONS AND ACCOUNT ACCESS

14.1. A “Stakeholder Dispute” means a conflict or disagreement between internal stakeholders of the Client (including owners, directors, partners, shareholders, or beneficiaries) that may affect instructions given to the Company.

14.2. The Company will act only on written instructions from the Client’s authorized representative(s) as specified in the Order or subsequently confirmed in writing.

14.3. The Company may request reasonable proof of authority (e.g., partnership resolution, written consent from all stakeholders) before acting on disputed instructions.

14.4. The Company acts neutrally and is not responsible for resolving internal disputes between stakeholders.

14.5. If a Stakeholder Dispute prevents clear instruction or affects delivery of the Services, the Company may suspend work or delay action until it receives clear and verified instructions.

14.6. All technical credentials, digital accounts, website access, and similar assets are considered the property of the Client business, not individuals.

14.7. The Client agrees to indemnify the Company in respect of actions taken in good faith based on instructions from persons reasonably believed to be authorized under this Clause.

14.8. In cases of emergency (e.g., security breach), the Company may take necessary action and seek authorization after the fact.

14.9. All activities related to disputed instructions will be logged and may be shared with stakeholders or authorities if required.

## 15. SUSPENSION OF SERVICES

15.1. The Company may suspend the performance of any or all Services immediately and without liability if:

- The Client fails to pay the Company on time;
- Unauthorized or illegal activity is suspected in connection with the Services;



- A Stakeholder Dispute exists that prevents authorized instruction;
- The Client does not provide necessary information or access within a reasonable time after request.

15.2. The Company will notify the Client of the suspension and its reasons and will resume the Services once the circumstances have been resolved.

15.3. Suspension does not relieve the Client of its payment obligations.

## 16. PROFESSIONAL NEUTRALITY

16.1. The Company provides professional services and shall remain neutral in any dispute affecting the Client's internal structure, ownership, or policy.

16.2. The Company will not act as mediator, arbitrator, or advisor in disputes between the Client's owners, directors, or family members.

16.3. Any delays in delivery caused by such disputes shall not constitute breach by the Company.

## 17. FORCE MAJEURE

17.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract if such delay or failure results from a Force Majeure Event.

17.2. A Force Majeure Event includes, but is not limited to, acts of God, flood, drought, earthquake, natural disaster, epidemic or pandemic, terrorist attack, war, riots, civil unrest, fire, explosion, or failure of communication or power systems.

17.3. If a Force Majeure Event continues for a period of more than 30 consecutive days, either party may terminate the Contract by written notice without further liability.

## 18. NOTICES

18.1. Any notice given under the Contract must be in writing and delivered by hand, post, or email to the address set out in the Contract or otherwise notified in writing.

18.2. Notices sent by post are deemed received three Business Days following posting. Notices sent by email are deemed received on the day of sending (unless sent outside Business Hours, in which case on the next Business Day).

## 19. VARIATION

19.1. No variation of the Contract or these Terms shall be effective unless it is in writing and signed by both the Client and the Company (or their authorized representatives).

19.2. The Company may update these Terms from time to time. Any material changes will be notified to Clients with active Contracts.

## 20. ENTIRE AGREEMENT

20.1. The Contract and these Terms constitute the entire agreement between the parties and supersede all prior discussions, correspondence, or agreements.

20.2. Each party acknowledges that, in entering into the Contract, it has not relied on any representation, warranty, or statement not expressly set out in the Contract.

## 21. SEVERANCE

21.1. If any provision or part-provision of the Contract is found to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable.

21.2. If such modification is not possible, the relevant provision shall be deemed deleted without affecting the remainder of the Contract.

## 22. GOVERNING LAW AND JURISDICTION

22.1. The Contract and these Terms are governed by and construed in accordance with the laws of India.

22.2. Both parties agree that the courts in Goa, India, shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with the Contract.

## 23. CONTACT INFORMATION & VERSION

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