

# **AGREEMENT ON SERVICE CONTRACT**

## **THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. **PAYMENT:** The "Client" agrees to pay the amount due mentioned overleaf to "Creators web india", immediately on signing the contract, subject to the following terms and conditions:
  - (a) The Cheque(s) shall not bounce under any circumstances.
  - (b) The Client shall not issue stop payment instructions to his Bank under any circumstances.
  - (c) In case of non-adherence of the above, legal action shall be taken in accordance with Law /the Negotiable Instruments Act.
  - (d) Activation of your order is subject to payment and receipt of the same will be sent across to you.
  - (e) The payment shall be effected only by way of Cheque, DD, Credit or Debit card and NO CASH PAYMENT will be entertained.
2. In case of renewal or extension of contract, a fresh agreement has to be executed on or before the existing service period (or) expiry if the parties herein are wishes to do so.
3. **REFUND POLICY :** Once the contract is read,signed and activated,'client ` is not entitled for refund of any amount at any point of time for any reason.
4. **AMENDMENTS ALTERAIONS/CANCELLATION:** If the 'client' wishes to alter or amend the text and content of the information in any form or whatsoever, he will be permitted to do so at any time during the tenure of the contract subject to the following terms and conditions:
  - (I) The said amendments/alterations shall be received in writing duly signed by an authorized person.
  - (II) No amendment fee is to be paid along with the amendment letter.
  - (III) Cancellation of contract is not permissible.
5. "Creators Web India" shall endeavor to disseminate the advertiser in the Business Category attached with the contract form, but reserves the following rights:
  - (a) Change all or any classification when necessary to confirm the practices.
  - (b) From time to time and without notice shall make the changes in the headings of Business category, which is the discretion of 'Creators Web India' and would serve the purpose of the service.
6. If "Creators web India" is found liable for any loss or damage due to failure on its part or in any respect regardless either Client's claim based on contract or strict liability or otherwise, the liability of "Creators Web India" shall be to the extent of a pro-rate abatement to the total amount payable hereunder, to the extent that an error or omission affects the entire advertisement and shall be limited to an amount equal to the value of the contract for the disputed advertisement of the sum paid by the advertiser whichever is less as liquidated damages and not as penalty and this liability shall be exclusive and exhaustive and against "Creators Web India" by the advertiser. In no event shall Creators web India be liable for any loss of Client's business revenues, profits, the cost of Client's other fees or any other special incidental consequential or punitive damages of any nature or for any claim against the Client by any third party.
7. **CLIENT WARRANTIES AND DECLARATIONS:**
  - (a) The 'Client' or duly authorized agent and/or represents of the products/Services mentioned overleaf shall be the owner.
  - (b) The Client is hereby authorized to use the Trade Mark/s as mentioned overleaf.
  - (c) The matter contained in the Information overleaf does *not violate* any law applicable.
  - (d) Any form of guarantee(s) expressed by the Client, shall be specific and provable.
  - (e) The contents of overleaf shall be verified by the client before forwarding the same 'Creators web India'.
8. **INDEMENTIES:** The Client agrees to defend, indemnify and hold harmless 'Creators web India' from any loss, damage cost and expenses caused to Creators Web India for the reason of disseminating the Client's Information and including but not limited to:
  - (a) Breach of any of the terms of contract.
  - (b) Any false warranties/declaration made by the Client to Creators web India.
  - (c) Any third party claims affecting Creators web India's rights.The Client(s) agrees to and does hereby indemnify 'Creators web India' from all costs and proceedings, claims and demands of, and description whatsoever (including agency fees and solicitor's costs and court fee, if any) in the event that it becomes necessary for 'Creators web India' to institute or defend legal proceedings of any nature in any case enforce its rights in respect of application.
9. **FORCE MAJEURE:** The 'Creators web India' shall not be liable for non - performance hereof, if and to the extent caused by occurrence beyond its control including but not limited to, acts of God, decrees or restraints of Government, strikes, or other labor disturbances, change of law, refusal on the part of Government, Government Agencies, Bank or other competent authority to grant any necessary permit or in the event of any other supervening clause rendering performance of any of the obligations in accordance with the most liberal interpretation of the doctrine of frustration of contracts.
10. **JURISDICTION AND ABRITRATION:** All disputes arising out of this contract shall be referred to Arbitration in accordance with the Indian Arbitration & Conciliation Act.1996 and each party shall have the right to nominate one Arbitrator. The Arbitrator so appointed shall appoint a third Arbitrator.