

## **TERMS AND CONDITIONS**

1. This is as an authorization from the said client retaining the services of Vgrow Solutions,(VGROW) for promoting the client's information on the Internet, hosting, designing, software application development and remitting foreign exchange for the same as applicable.
2. Pricing may vary according to the clients demand for extra or special requirements or features, for which a separate order form will have to be issued. Also, prices may vary based on local currency fluctuations and VGROW has the right to revise recurring pricing yearly depending on change in US dollar exchange rates and customer will be given 30 days notice for the same.
3. Strict adherence to payment structure will enable VGROW to provide prompt and effective service. Delayed payment or non- payment of payment charges / dues will lead to project stoppage / automatic account deactivation.
4. Duration for project completion may vary because of the unpredictable nature of work involved. Process specification sheet, materials, inputs / relevant information and prompt approvals are requested from clients at various stages as indicated by VGROW to complete the project as per the proposed timeline.
5. All images are to be provided by client, unless otherwise separately explicitly stated that Vgrow will pay for the image purchase.
6. Client agrees to sign the project completion acknowledgement document for the project / module on delivery of the same to client. This is to be within the time limit of one week or as specified in the proposal / order form / other applicable document. However, payments are to be made as per order form and/or immediately on receipt of invoice/debit note irrespective of whether the project completion document is signed or not.

7. All licensed software that maybe required for the developed application will have to provided by the client unless its explicitly stated as part of the project deliverables.
8. The client understands and agrees that, he will not directly or indirectly, in any manner, request, induce or influence any employee of VGROW to leave his or her employment, or employ any such employee for a period of five (5) years after this agreement and/or purchase order has expired.
9. All terms and conditions mentioned in the proposal and other email communications apply.
10. Minimum 30 days notice required for termination of this purchase order
11. All invoices are to be paid within 7 days of receipt of invoice by email
12. Non disclosure: Vgrow will keep the Customer's Confidential Information confidential and will not use or disclose such information except to provide the Services.
13. Vgrow acknowledges that Customer claims and reserves all rights and benefits afforded under federal and international intellectual property laws in all Intellectual Property and Proprietary Information furnished by the customer to Vgrow and explicitly stated as such via an email hereunder and that Vgrow is granted only a limited right of use of such Intellectual Property and Proprietary Information.
14. In the Dedicated Full time equivalent model all Vgrow staff working for the customer act as a representative of the customer under their direction and take full liability for the FTEs actions done under their direction. The customer reserves the right to terminate the contract immediately in case this is misrepresented.
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