

Date : \_\_\_\_\_

**Service Agreement for IVR Solutions**

This Work Order is entered between **Samaresh Web Solutions Pvt Ltd**, a company formed under Indian Companies Act as amended with its principal offices located at Plot No. 1562/1918, Lingipur, Sisupalgarh, Ph.1 Bhubaneswar, Khordha, Orissa, India-751002 and the Client identified as below.

<b><u>COMPANY DETAILS</u></b>	<b><u>PACKAGE DETAILS</u></b>
<b>Name :</b> _____	<b>Package Name :</b> _____
<b>Contact Person :</b> _____	<b>Toll Free / Mobile Number :</b> _____
<b>Phone No:</b> _____	<b>Free Minutes Offered :</b> _____
<b>Email:</b> _____	<b>SMS Offered :</b> _____
<b>Address :</b> _____ _____	<b>After Consumption Recharge Cost</b> 1. _____ 2. _____
<b>GST No.:</b> _____	

## **Standard Terms and conditions :**

1. All payments are to be made in favour of **Samaresh Web Solutions Private Limited**.
2. All taxes, levies, octroi etc applicable at prevailing rates from time to time.
3. Minimum Contract Period is for 1 Year from the date of execution of this CRF / contract. Customer needs to pay full 12 months charges if he decides to terminate the contract within the given contract period. Contract renews automatically after 12 months, unless either party terminates the same by giving 30 days written notice.
4. Notice period for termination of any services, either partially / fully shall be the agreed payment term or 30 days whichever is less
5. The Standard delivery period of services is 2 weeks from the date of acceptance of CRF **by Samaresh Web Solutions Pvt Ltd**. The same however is subject to the mutually agreed delivery lead times during CRF acceptance stage.
6. If bills are unpaid for more than 4 days, services shall be deactivated.
7. Numbers provided to your company by us will not be used in any illegal activity. You and your company are liable for these numbers for the given said period.
8. Behaviour that is obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, or invasive of another's privacy.

## Undertaking cum declaration for lawful usage of the services :

I/ We understand and agree to use the service only for lawful purposes and at any time, shall not use the Service for any illegal, fraudulent, improper or abusive purpose or in any way, which interferes with **Samaresh Web Solutions Pvt Ltd** ability to provide the Service to other customers, prevents or restricts other customers from using the Services, or damages any **Samaresh Web Solutions Pvt Ltd** or other customer's property. Prohibited uses include, but are not limited to uses in connection with the following

- Pretending to be anyone, or any entity, you are not, including impersonating or misrepresenting yourself as another person (including a celebrity), entity, or a civic or government leader, or otherwise misrepresenting your affiliation with a person or entity.
- Transmitting any material that may infringe the intellectual property rights or other rights of third parties.
- Violating any TRAI regulations regarding the transmission of technical data through the Service.
- Violation or non-adherence to any extant laws of the land governing the business associated with this agreement
- Sending unsolicited and/or bulk messages or advertisements, including voicemails or facsimiles.
- Harvesting or otherwise collecting information about others without their consent
- Creating a false Caller ID identity ("ID spoofing") or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Services.

**I/we further understand and agrees that :**

- I/we shall be solely liable for any transmissions sent through the Service and that Samaresh Web Solutions Pvt Ltd has no control over the content of any transmission.
- I/we will abide by all applicable Samaresh Web Solutions Pvt Ltd agreements, policies and procedures from time to time.
- I/we shall not attempt to gain unauthorized access to the service, other accounts, or computer systems or networks connected to the Service, through password mining or any other means.
- I/we shall not interfere with other customers' or third-parties' use and enjoyment of the Service or use the Service in any manner which disrupts, prevents or restricts any other customer from using the Service.
- Our use of the Service is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities laws, and false advertising).
- I/we shall be solely responsible for all acts or omissions that occur under Samaresh Web Solutions Pvt Ltd Account or password, including the content of our transmissions through the Service.

**I/we understand and agree that Samaresh Web Solutions Pvt Ltd may at any time, and without additional notice terminate, modify, suspend, disconnect, discontinue, or block access to some or all of the features of the Services if:**

- **Samaresh Web Solutions Pvt Ltd** determines that Customer use of the service violates or has at any time violated these terms of service or any other applicable agreement.
- **Samaresh Web Solutions Pvt Ltd** determines that such action is necessary to maintain or improve the Services, to prevent fraud or misrepresentation by affirmative acts and/or omissions, to protect other users or third parties, or for any other good cause.
- **Samaresh Web Solutions Pvt Ltd** determines that such action is necessary to maintain or improve the Services, to prevent fraud or misrepresentation by affirmative acts and/or omissions, to protect other users or third parties, or for any other good cause.
- **Samaresh Web Solutions Pvt Ltd** chooses to discontinue or modify the scope of its Services with due notices to all concerned.
- For any other reason **Samaresh Web Solutions Pvt Ltd** deems it necessary or advisable to restrict Customer access to the Services, including but not limited to compliance with requests by law enforcement or other government agencies.
- Upon termination of the services or agreement, **Samaresh Web Solutions Pvt Ltd** may immediately deactivate or delete any service account and all related information and files in said account and/or bar any further access to such files, information, or the Services. **Samaresh Web Solutions Pvt Ltd** shall not be liable to Customer or any third party for any reason for terminating any use or access to the Service as per the standard terms mentioned above.

**The undersigned agrees to the terms and conditions of this agreement on behalf of his/her organisation or business.**

This Work Order is dated and made effective as of **Dt.** \_\_\_\_\_

Toll Free / Mobile Number : \_\_\_\_\_

Professional Voice Recording : \_\_\_\_\_

Package Name : \_\_\_\_\_

GST Charges (18%) : \_\_\_\_\_

Total Amount: \_\_\_\_\_

**On behalf of Client (Authorised Signature and Seal)**

\_\_\_\_\_ **Date :** \_\_\_\_\_

**On behalf of Service Provider (Authorised Signature and Seal)**

\_\_\_\_\_ **Date :** \_\_\_\_\_

**\*NB:** This agreement will be treated as final after getting acknowledgement from our office.

**Thank You!**

We appreciate your business



*Keep connected at [www.HelloIVR.in](http://www.HelloIVR.in)*