

REFUND POLICY

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REFUND POLICY

Introduction and Purpose

NeuSource Startup Minds India Limited focuses not only on providing services of unbeatable quality, but also on ensuring an extraordinarily high level of customer service, therefore broadening the overall horizon of customer experience.

Further, the company practices clear correspondence of its procedures, service deliverables and the costs included in the service.

As a part of its overall Quality Assurance policy, the company has always followed the practice of acknowledging the occasional shortcomings on its account. These shortcomings might be in form of inability to complete the execution of agreed services, whether because of uncontrollable circumstances like by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen (each a "Force Majeure Event").or otherwise, or lack of desired quality in services.

To standardize the system of issuance of refunds to clients and for the sake of transparency, we have hereby developed a detailed policy with reference to the same.

It is clarified that the company should not be understood to guarantee refunds in case of cancellation/ premature termination of services merely by the virtue of existence of this policy. The clients must bear in mind that the request for refunds shall always be subject to review by the service provider. Apart from the reasons stated below, it is to be clarified that if a refund must be acknowledged, the client must specify reasons for requesting of refund.

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Refunds : Regulations and Procedures

1. Dissatisfaction With “Creative Work”

If at any point during the process of execution of assignment, any draft or prototype of Creative Work* is provided and the client is not satisfied with it, 100% of the amount received from client till that point shall stand refundable.

* Creative Work includes - (LOGO Designing, Website Designing, Social Media Presents)

* Creative work Excludes (Company Registration & all kind of Business Registration and licenses which also includes GST & ITR filling and other process registration simulates to proprietor & company)

2. Unreasonable Delay in Completion of Assignment/ Delivery of Output

100% of the amount received from client till that point shall stand refundable after deducting all types of costs that have been incurred directly for the purpose of carrying out the activities related to the agreed services, in the following cases:

a) If there is a delay beyond the committed time, or delay which is clearly unreasonable considering the relevant factors, in delivery of client's output documents.

b) If any error or omission is committed by the employees of the company involved in execution of the activities related to agreed services, which are not capable of being rectified.

c) If client's work is delayed by more than the 7 days after the actual deadline as specified in advance, and the company is responsible for such delay.

Note 1: The applicability of this clause is confined to those cases where the delay in work or the error/omission therein can be attributed entirely to the company or its employees. This clause shall not be applicable if:

- The delay in commencement, continuation or completion of any work is attributable to non-provision or delayed provision of any input documents, records or information, or any action or lack thereof on account of client.
- The error/omission committed by the employees is on account of provision of erroneous, faulty or incomplete documents/records/ information, or improper directions by the client.

Note 2: Costs incurred till that point that shall be ascertained solely from the records or information available with the company stipulating the same. The client cannot dispute the same and the company shall have no mandatory obligation to substantiate it's ascertainment to the client.

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3. Premature Termination of Assignment:

50% of the amount received from client till that point shall stand refundable after deducting all types of costs that have been incurred directly for the purpose of carrying out the activities related to the agreed services, in the following cases:

- a. In case of Company or LLP Incorporation or Trademark Registration - the proposed name or trademark picked by the client is not available and the client is not willing to try for another name or trademark.
- b. If the client drops his/her idea and quits the project.
- c. If the client fails to provide the required documentation.
- d. If the client fails to provide requisite or accurate details.
- e. If the client keeps out of sight important information relevant to complete the assignment.

Note 2: Costs incurred till that point that shall be ascertained solely from the records or information available with the company stipulating the same. The client cannot dispute the same and the company shall have no mandatory obligation to substantiate it's ascertainment to the client.

ALTERNATIVELY, the client can utilize the 100% of the amount paid by him (***NeuSource Money***) by availing other services provided by the company of equivalent monetary value. These services shall be capable of being availed without any time limitation (life-long).

4. Time Limit for Processing

After receipt of request for refund, a minimum of 15 days' time will be needed to perform the necessary verification procedures and process the remittance of refundable amount.

5. Limitation

It is hereby clarified that the scope of this policy is limited solely to the refunds of amounts that were actually received by the company from client for execution of work.

This shall, in no way or form, be construed to indicate that the company is responsible for indemnification of any losses that may have been incurred by the client during the course of the assignment. The company shall be held responsible for no such losses.

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Other Relevant Provisions

Performance

The Parties agree to do everything necessary to ensure that the terms of this policy take effect.

Indemnification

The client agrees to indemnify and hold harmless the service provider, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Policy. This indemnification will survive the termination of this Policy.

Dispute Resolution

In the event if dispute arises out of or in connection with this Policy, the Parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the New Delhi, India. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within New Delhi, India.

Time of the Essence

Time is of the essence in this Policy.

Force Majeure

The service provider shall not be liable for failure to perform, nor be deemed to be in default under this agreement for any delay or failure in performance resulting from causes beyond its reasonable control including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure.

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In the event of such delay, the time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

Governing Law

It is the intention of the Parties to this policy that this policy and the performance under this policy, and all suits and special proceedings under this policy, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of New Delhi India without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

In the event that any of the provisions of this policy are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this policy.

We are happy to have you here and we hope you have a GREAT time using our unbeatable and amazing service!

This Refund policy was created and last updated May 9, 2018.