



STANDARD TERMS & CONDITIONS

Client Service Agreement Framework

DIGITAL & E-COMMERCE

TECHNOLOGY &
AUTOMATION

CREATIVE & BRANDING

ISSUED BY

ValieQ, a unit of ASTACHAKRA LUXURY PVT. LTD.

Registered Office: Ground Floor, Shop No. 1, Geetanjali Apartment, VIP Road, Teghoria, Kolkata - 700059

CONFIDENTIAL CLIENT DOCUMENT

This document contains the standard terms governing services referenced in the accompanying ValieQ proposal.

Value . Innovation . Quality.

STANDARD TERMS AND CONDITIONS OF SERVICE

THESE STANDARD TERMS AND CONDITIONS OF SERVICE (hereinafter referred to as the "Terms") govern the provision of services by ValieQ, a unit of ASTACHAKRA LUXURY PVT. LTD., a private limited company incorporated under the provisions of the Companies Act, 2013, having its registered office situated at Ground Floor, Shop No. 1, Geetanjali Apartment, VIP Road, Teghoria, Kolkata - 700059 (hereinafter referred to as "ValieQ" or the "Agency", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, administrators, and permitted assigns) to the prospective client (hereinafter referred to as the "Client", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest, administrators, and permitted assigns).

WHEREAS ValieQ is a premier, comprehensive AI-powered digital marketing, e-commerce management, website and mobile app development, branding, technology, automation, and creative solutions agency, providing an extensive suite of services including, but not limited to, digital marketing, performance marketing, and social media marketing etc. These Terms are intended to serve as the foundational master service agreement governing the legal relationship between ValieQ and the Client, and shall be attached to and read in conjunction with any specific proposal, statement of work, or quotation provided by ValieQ.

1. ACCEPTANCE OF TERMS AND ENTIRE AGREEMENT

1.1. APPLICABILITY AND SCOPE OF TERMS

These Standard Terms and Conditions (hereinafter referred to as the "Terms") strictly govern the provision of all premier, comprehensive AI-powered digital marketing, e-commerce management, website and mobile app development, branding, technology, automation, creative solutions, performance marketing, social media marketing, and allied services provided by ValieQ, a unit of ASTACHAKRA LUXURY PVT. LTD., a company incorporated under the provisions of the Companies Act, 2013, having its registered office situated at Ground Floor, Shop No. 1, Geetanjali Apartment, VIP Road, Teghoria, Kolkata - 700059 (hereinafter referred to as "ValieQ" or the "Service Provider"). These Terms are designed to operate as a Master Service Agreement framework and shall be attached separately with any proposal, quotation, or statement of work (hereinafter referred to as the "Proposal") submitted to the prospective client (hereinafter referred to as the "Client"), irrespective of the specific nature or quantum of services offered in the said Proposal.

1.2. UNCONDITIONAL ACCEPTANCE BY CONDUCT

The Client acknowledges and agrees that formal physical execution of these Terms is not a mandatory prerequisite for the establishment of a legally binding contract. In strict consonance with Section 8 of the Indian Contract Act, 1872, which recognizes the performance of the conditions of a proposal as acceptance, the Client unconditionally accepts and agrees to be bound by these Terms by engaging in any of the following affirmative actions: (a) receiving, reviewing, and proceeding with the attached Proposal; (b) remitting any payment, whether in part or in full, towards the charges or fees stipulated in the Proposal; (c) providing onboarding documents, access credentials, or proprietary materials to ValieQ; or (d) otherwise instructing ValieQ, whether verbally, via email, or through any electronic communication, to commence the provision of services. Such conduct shall constitute absolute, irrevocable, and unconditional acceptance of these Terms in their entirety. Furthermore, such acceptance via electronic means or conduct is legally valid, binding, and enforceable under the provisions of the Information Technology Act, 2000.

1.3. ENTIRE AGREEMENT AND SUPERSESSION

Upon acceptance as detailed in Clause 1.2 hereinabove, these Terms, read conjunctively with the specific services, timelines, and charges/fees explicitly delineated in the corresponding Proposal, shall constitute the entire, complete, and exclusive agreement between ValieQ and the Client. These Terms shall absolutely supersede, extinguish, and replace any and all prior or contemporaneous oral or written agreements, representations, warranties, negotiations, commitments, or understandings between the parties relating to the subject matter hereof. The Client expressly waives any right to rely upon any pre-contractual statements, marketing materials, or verbal assurances not explicitly codified within these Terms or the accompanying Proposal.

1.4. SEPARATION OF PROPOSAL AND STANDARD TERMS

It is expressly stipulated that these Standard Terms and Conditions shall remain independent of the commercial variables specific to individual projects. Consequently, specific prices, commercial charges, and project timelines

shall not be mentioned within these Terms, but shall be exclusively governed by the respective Proposal. In the event of any ambiguity, discrepancy, or conflict between the provisions of the Proposal and these Terms regarding legal liabilities, intellectual property rights, indemnification, or jurisdiction, the protective provisions contained within these Standard Terms and Conditions shall strictly prevail and govern the relationship between the parties, thereby ensuring absolute legal protection for ValieQ against any unauthorized scope creep or implied variations.

1.5. EXPLICIT EXCLUSION OF PLATFORM ONBOARDING SERVICES

Notwithstanding anything contained herein or in any accompanying Proposal, it is categorically clarified and agreed that the terms, conditions, and liabilities pertaining to the onboarding services on any third-party platform (including but not limited to e-commerce marketplaces, social media networks, or third-party AI tools) are strictly excluded from the purview of these Standard Terms and Conditions. Any such platform onboarding services shall be discussed separately and shall be governed by an independent, distinct agreement. ValieQ assumes no liability, implied or otherwise, under these Terms for any third-party platform rejections, account suspensions, or policy violations arising during or after any onboarding process.

1.6. AUTHORITY TO BIND

The individual receiving the Proposal and initiating the acceptance triggers outlined in Clause 1.2 hereby represents, warrants, and guarantees that they possess the requisite legal authority, corporate mandate, and capacity to bind the Client entity to these Terms. ValieQ shall be fully entitled to rely upon such ostensible authority without any obligation to independently verify the internal corporate approvals or authorizations of the Client. Any subsequent claim by the Client alleging lack of authority of its representative shall be deemed null, void, and legally untenable.

2. SCOPE OF SERVICES AND PROPOSAL STRUCTURE

2.1. Master Framework and Bifurcation of Documents

These Standard Terms and Conditions are meticulously formulated to serve as the foundational and overarching legal framework governing the entirety of the commercial and operational relationship between ValieQ, a unit of ASTACHAKRA LUXURY PVT. LTD., and the Client. It is expressly stipulated that these Standard Terms and Conditions shall operate as a Master Service Agreement. Irrespective of the specific AI-powered digital marketing, e-commerce management, website and mobile app development, branding, technology, automation, performance marketing, social media marketing, or creative solutions offered, these Terms shall be attached separately to, and must be read in conjunction with, the specific Proposal tendered to the Client. The structural intent of this bifurcation is to ensure that the legal protections, liabilities, and operational protocols enshrined herein remain immutable and universally applicable to all current and future engagements between the parties.

2.2. The Proposal as the Exclusive Statement of Work

It is categorically agreed and understood by the Client that these Standard Terms and Conditions are deliberately devoid of specific commercial variables, operational deliverables, and temporal commitments. The exact nature, extent, and volume of the specific services to be rendered by ValieQ, the chronological timelines and milestones for such deliverables, and the corresponding charges, fees, retainers, or financial considerations shall be exclusively delineated within the bespoke Proposal provided to the Client. The Proposal shall act as the definitive and sole Statement of Work for the respective engagement. Under no circumstances shall any provision within these Standard Terms and Conditions be construed to imply a commitment to specific pricing, delivery dates, or service volumes, thereby fully insulating ValieQ from any claims of non-performance based on assumptions not explicitly codified within the accepted Proposal.

2.3. Strict Exclusion of Platform Onboarding Services

Notwithstanding any provision contained herein, or any generalized description of e-commerce or digital marketing services within an accompanying Proposal, it is hereby explicitly declared and mandated that "onboarding services on any platform" are strictly and unequivocally excluded from the scope of these Standard Terms and Conditions. For the avoidance of doubt, onboarding services encompass, but are not limited to, the registration, verification, documentation submission, and initial account setup of the Client on third-party e-commerce marketplaces, social media networks, payment gateways, or proprietary digital platforms. Any requirement for such platform onboarding services shall not be presumed, implied, or deemed ancillary to the primary services. Such onboarding services shall strictly be the subject matter of a separate, independent commercial discussion and must

be governed by a distinct written agreement between ValieQ and the Client, thereby protecting ValieQ from the unpredictable liabilities and third-party compliance risks inherent in platform onboarding.

2.4. Protection Against Scope Creep and Unauthorized Iterations

ValieQ strictly limits its professional obligations and resource allocations to the precise, four-corners scope of services explicitly enumerated within the accepted Proposal. Any supplementary requests, modifications, iterations, technological integrations, or creative additions demanded by the Client that fall outside the documented scope of the Proposal shall be classified as out-of-scope deliverables or "Scope Creep." ValieQ reserves the absolute and unencumbered right to decline such out-of-scope requests. Alternatively, ValieQ may, at its sole discretion, elect to undertake such additional services subject strictly to the execution of a formal, written Change Order and the Client's agreement to remit additional fees commensurate with the expanded scope. This provision ensures that ValieQ is entirely protected against uncompensated labor, resource drain, and unwarranted extensions of project timelines caused by Client-initiated deviations from the agreed Proposal.

2.5. Integration, Supremacy, and Superseding Effect

By receiving, reviewing, and proceeding with the attached Proposal, or by remitting any payment, providing onboarding documents, or otherwise instructing ValieQ to commence services, the Client unconditionally accepts and agrees that these Standard Terms and Conditions, alongside the specific Proposal, constitute the entire, exhaustive, and integrated agreement between the parties. This framework shall absolutely supersede, override, and extinguish any and all prior oral or written agreements, representations, warranties, pitches, email correspondences, or understandings between the parties concerning the subject matter herein. In the event of any direct contradiction or ambiguity between the clauses of these Standard Terms and Conditions and the contents of a Proposal, the provisions of these Standard Terms and Conditions shall strictly prevail and govern, unless the Proposal explicitly cites the specific clause of these Terms intended to be overridden for that specific engagement.

3. FINANCIAL TERMS, LATE PAYMENTS, AND SUSPENSION

3.1. Independent Financial Obligations and Proposal Integration

That the specific charges, professional fees, and payment milestones for the AI-powered digital marketing, e-commerce management, website and mobile app development, branding, technology, automation, and creative solutions or any other services provided by ValieQ (a unit of ASTACHAKRA LUXURY PVT. LTD.) shall be exclusively governed by the separate Proposal provided to the Client. These Standard Terms and Conditions shall operate in conjunction with the said Proposal. By remitting any payment, providing onboarding documents, or otherwise instructing ValieQ to commence services, the Client unconditionally accepts the financial obligations set forth in the Proposal and the binding enforcement mechanisms detailed herein, in strict accordance with Section 8 of the Indian Contract Act, 1872.

That the Client acknowledges and agrees that the obligation to remit payment for services rendered or to be rendered is absolute, unconditional, and not subject to any set-off, counterclaim, or deduction whatsoever, unless expressly agreed upon in writing by an authorized signatory of ValieQ. Time shall be of the essence in respect of all payment obligations undertaken by the Client.

3.2. Late Payments and Penal Interest

That ValieQ maintains a strict policy regarding the timely realization of its professional fees to ensure the uninterrupted deployment of its technological and creative resources. In the event that the Client fails to clear any invoice or payment milestone on or before the designated due date specified in the Proposal, such delayed payments shall automatically attract a penal interest at the rate of 18% (eighteen percent) per annum.

That the said interest shall be calculated on a daily basis from the day immediately following the due date until the date of actual and full realization of the outstanding amount in the bank account of ASTACHAKRA LUXURY PVT. LTD. The imposition of this penal interest is without prejudice to any other statutory or contractual rights and remedies available to ValieQ for the recovery of its legitimate dues.

3.3. Right to Suspend Services and Withhold Deliverables

That to safeguard its operational integrity and cash flow, ValieQ reserves the absolute and irrevocable right to suspend all ongoing services, campaigns, and developmental work in the event of a payment default. The Client shall be provided a strict grace period of 7 (seven) days from the original due date of the invoice to rectify the default.

That upon the expiry of the aforementioned 7-day grace period, if the outstanding payment (including accrued interest) remains uncleared, ValieQ shall, without requiring any further notice to the Client, immediately suspend all services. This suspension includes, but is not limited to, halting digital marketing campaigns, pausing website and application development, disabling access to staging servers, revoking administrative access to digital assets managed by ValieQ, and withholding all pending creative deliverables.

That ValieQ shall bear no liability whatsoever for any direct, indirect, consequential, or incidental damages, loss of revenue, loss of data, or drop in digital performance metrics (such as SEO rankings or ad campaign optimization) suffered by the Client as a result of such suspension. The Client expressly waives any right to claim damages or hold ValieQ responsible for the cessation of services arising entirely out of the Client's own financial default.

3.4. Reinstatement of Services and Continuation of Billing

That any suspension of services under Clause 3.3 shall not constitute a termination of the agreement, nor shall it pause, toll, or extend the billing cycle for any retainer-based or recurring services. The Client shall remain fully liable for the payment of standard fees during the period of suspension.

That ValieQ shall reinstate the suspended services only upon the complete realization of all outstanding principal amounts, the accrued 18% per annum interest, and any additional reactivation or administrative fees that ValieQ may reasonably incur to resume the paused campaigns or development environments. The timeline for the resumption of services post-clearance of dues shall be at the sole discretion of ValieQ, subject to resource availability.

3.5. Third-Party Costs, Ad Spends, and Statutory Taxes

That the professional fees quoted in the Proposal are strictly exclusive of any third-party costs, including but not limited to advertising budgets (e.g., Google Ads, Meta Ads), server hosting charges, premium API integrations, or third-party AI tool subscriptions, unless explicitly stated otherwise in the Proposal. ValieQ is under no obligation to advance its own funds to cover the Client's third-party expenses. Failure by the Client to fund their respective ad accounts or third-party platforms shall not constitute a breach of service by ValieQ.

That all fees are exclusive of Goods and Services Tax (GST) and any other applicable statutory taxes, cesses, or levies imposed by the Government of India or the State Government. The Client shall be solely responsible for the payment of all such taxes at the prevailing statutory rates, which shall be added to the invoices raised by ValieQ.

3.6. Invoice Disputes and Non-Refundable Nature of Fees

That any dispute or discrepancy regarding an invoice must be communicated to ValieQ in writing within 3 (three) days of the invoice date. In the absence of such written communication within the stipulated timeframe, the invoice shall be deemed conclusively accepted by the Client. Furthermore, the raising of a dispute regarding a specific line item shall not absolve the Client of the obligation to remit payment for the undisputed portions of the invoice within the original due date.

That all payments made to ValieQ, including advance payments, mobilization advances, and milestone clearances, are strictly non-refundable. Given the bespoke, resource-intensive, and AI-powered nature of the digital and creative solutions provided, ValieQ commits substantial intellectual and technological capital upon the commencement of a project. Consequently, no refunds shall be entertained under any circumstances, including but not limited to a change of mind by the Client, internal restructuring of the Client's business, or premature termination of the project by the Client.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Absolute Retention of Ownership by ValieQ

That it is expressly agreed and understood that ValieQ, a unit of ASTACHAKRA LUXURY PVT. LTD., shall retain absolute and exclusive ownership, right, title, and interest in and to all intellectual property created, developed, designed, or conceptualized during the course of providing the services. This absolute retention of ownership encompasses all final deliverables, including but not limited to websites, mobile applications, e-commerce platforms, branding materials, creative assets, digital marketing campaigns, performance marketing strategies, social media content, automation scripts, and technology architectures. The Client acknowledges that the engagement under the Proposal is a contract for services and does not constitute a "work made for hire" under the Copyright Act, 1957, or any other applicable intellectual property legislation. All statutory and common law rights, including copyrights,

trademarks, design rights, and patents (where applicable), shall vest solely and exclusively with ValieQ from the moment of their creation.

4.2. Conditional Grant of Exclusive and Perpetual License

That subject to the strict compliance with the payment terms stipulated in the specific Proposal, ValieQ hereby grants to the Client an exclusive, perpetual, and territory-specific (as defined in the Proposal) license to use, display, and publish the final deliverables. It is a strict condition precedent that this license shall only come into force and effect upon the full, final, and unencumbered realization of all fees, charges, and out-of-pocket expenses owed by the Client to ValieQ. Any utilization, publication, or deployment of the deliverables, in whole or in part, by the Client prior to the complete discharge of all financial obligations shall constitute a material breach of these Standard Terms and Conditions and a direct infringement of ValieQ's intellectual property rights, entitling ValieQ to seek immediate injunctive relief before the competent courts in Kolkata, alongside claims for statutory damages and compensation.

4.3. AI-Powered Solutions, Methodologies, and Proprietary Technology

That given the premier, comprehensive AI-powered nature of the services provided by ValieQ, all underlying artificial intelligence models, machine learning algorithms, automation workflows, prompt engineering methodologies, backend source codes, and proprietary frameworks utilized or developed to generate the deliverables shall remain the exclusive and undisputed property of ValieQ. The license granted to the Client under Clause 4.2 extends strictly to the final, outward-facing output or deliverable and does not, under any circumstances, confer any right, title, or access to the underlying technology, source code, raw data, or AI prompts. ValieQ reserves the absolute right to reuse, repurpose, and deploy its proprietary methodologies, AI configurations, and automation frameworks for other clients without any restriction or obligation to the Client.

4.4. Pre-Existing Intellectual Property and Background Rights

That any pre-existing intellectual property, templates, software modules, design frameworks, or proprietary tools belonging to ValieQ prior to the commencement of the services (hereinafter referred to as "Background IP") shall remain the sole property of ValieQ. To the extent that any Background IP is incorporated into the final deliverables, ValieQ grants the Client a non-exclusive, non-transferable license to use such Background IP solely as an integrated component of the final deliverable and strictly for the purpose intended in the Proposal. The Client is expressly prohibited from extracting, reverse-engineering, or utilizing the Background IP independently of the final deliverable.

4.5. Raw Files, Working Drafts, and Unused Concepts

That the exclusive license granted herein applies solely to the final, approved deliverables as explicitly itemized in the Proposal. ValieQ retains absolute ownership of all preliminary drafts, sketches, unused concepts, rejected designs, and raw working files (including but not limited to .PSD, .AI, .AEP, raw video footage, and uncompiled source code). ValieQ is under no obligation to release, transfer, or provide access to any raw files or working drafts to the Client unless a separate written agreement is executed and additional compensation is remitted for the transfer of such specific assets.

4.6. Irrevocable License and Consent for Media Usage

That by receiving, reviewing, and proceeding with the attached Proposal, remitting any payment, providing onboarding documents, or otherwise instructing ValieQ to commence services, the Client unconditionally grants ValieQ an irrevocable, perpetual, royalty-free, and worldwide license and consent to use, display, reproduce, and publish the final deliverables, the Client's brand name, logos, and trademarks for ValieQ's own promotional, marketing, and portfolio purposes. This includes, but is not limited to, showcasing the work on ValieQ's official website, social media channels, digital marketing campaigns, case studies, award submissions, and public relations materials. The Client waives any right to inspect or approve the finished promotional materials or the context in which they are used by ValieQ.

4.7. Client-Provided Materials and Indemnification

That the Client represents and warrants that they possess absolute legal ownership or have secured the necessary licenses, clearances, and permissions for all text, images, logos, trademarks, data, and other materials provided to ValieQ for incorporation into the deliverables. The Client shall bear sole and exclusive responsibility for the legality and intellectual property compliance of all such provided materials. The Client hereby agrees to unconditionally indemnify, defend, and hold harmless ValieQ, ASTACHAKRA LUXURY PVT. LTD., its directors, employees,

and agents from and against any and all claims, liabilities, damages, legal proceedings, and expenses (including legal fees) arising out of or in connection with any allegation that the materials provided by the Client infringe upon the intellectual property rights, privacy rights, or any other statutory rights of any third party.

4.8. Protection Against Unauthorized Modification and Derivative Works

That the Client is expressly prohibited from altering, modifying, adapting, or creating derivative works from the deliverables, particularly concerning website architectures, mobile app source codes, and automated technology solutions, without the prior written consent of ValieQ. Any unauthorized modification by the Client or any third party engaged by the Client shall immediately void any warranties provided by ValieQ and shall absolve ValieQ of any liability for the performance, security, or functionality of the altered deliverables. Furthermore, ValieQ reserves the right to demand the removal of its name, credits, or association from any deliverable that has been substantially altered or modified by the Client in a manner that, in ValieQ's sole discretion, compromises the integrity or professional standard of the original work.

5. IRREVOCABLE LICENSE AND CONSENT FOR MEDIA USAGE

5.1. Absolute Grant of Promotional License

By receiving, reviewing, and proceeding with the attached Proposal, remitting any payment, providing onboarding documents, or otherwise instructing ValieQ (a unit of ASTACHAKRA LUXURY PVT. LTD.) to commence services, the Client hereby unconditionally, absolutely, and irrevocably grants unto ValieQ a worldwide, perpetual, royalty-free, transferable, and non-exclusive license to use, reproduce, display, and publish the Client's name, trade names, trademarks, service marks, brand identity, and corporate logos. This grant of license is specifically intended to empower ValieQ to publicly associate the Client with ValieQ's roster of clientele and to showcase the professional relationship established between the parties under the purview of these Standard Terms and Conditions.

5.2. Unfettered Right to Portfolio and Case Study Usage

Without prejudice to the generality of the foregoing, ValieQ shall possess the unfettered and absolute right to feature, display, reproduce, and publish any and all final deliverables, including but not limited to AI-generated content, digital marketing campaigns, e-commerce management frameworks, website designs, mobile application interfaces, branding materials, technological automations, and creative solutions developed, conceptualized, or executed under the respective Proposal. ValieQ is hereby authorized to utilize these deliverables across all forms of media, including ValieQ's professional portfolio, detailed case studies, corporate website, social media channels, pitch decks, press releases, award submissions, and any other marketing or promotional collateral, for the express purpose of demonstrating ValieQ's technical expertise, creative capabilities, and service quality.

5.3. Retention of Ownership and Authorship Rights

It is expressly agreed, declared, and acknowledged by the Client that ValieQ retains ALL absolute ownership, statutory intellectual property rights, and inherent authorship over the deliverables created during the tenure of the services. While ValieQ shall grant the Client an exclusive, perpetual license to utilize the final deliverables strictly upon the full, final, and unencumbered realization of all fees and charges stipulated in the specific Proposal, such grant of license to the Client shall not extinguish, diminish, or otherwise prejudice ValieQ's retained right to claim authorship and to publicly exhibit the works as its own creation. The Client shall not, at any time, challenge, dispute, or seek to injunct ValieQ's right to display the deliverables as a testament to ValieQ's proprietary methodologies and creative execution.

5.4. Explicit Waiver of Approval, Royalties, and Claims

The Client hereby expressly and irrevocably waives any and all rights to review, inspect, or approve the promotional materials, case studies, or digital content in which the Client's brand assets or the deliverables are featured prior to their publication by ValieQ. Furthermore, the Client unconditionally waives any claim to royalties, compensation, licensing fees, or equitable relief arising out of or in connection with ValieQ's promotional, marketing, or portfolio use of the deliverables and brand assets. The Client acknowledges that the consideration for this waiver is embedded within the provision of the premier, AI-powered services rendered by ValieQ under the Proposal.

5.5. Exemption from Confidentiality Restrictions

The Client covenants and agrees that the inclusion of the Client's brand assets, logos, and the visual or functional representation of the deliverables in ValieQ's portfolio and marketing materials shall not, under any circumstances, be construed as a violation or breach of any Non-Disclosure Agreement (NDA), confidentiality clause, or privacy obligation existing between the parties. ValieQ undertakes to exercise reasonable professional discretion to ensure that proprietary trade secrets, sensitive financial data, or confidential backend algorithms belonging exclusively to the Client are not publicly disclosed in such case studies or portfolio displays; however, the front-end deliverables, creative outputs, and general project metrics shall remain entirely exempt from any confidentiality restrictions.

5.6. Survival of Consent

The irrevocable license and consent granted herein by the Client to ValieQ shall survive the termination, expiration, cancellation, or complete fulfillment of the specific Proposal and these Standard Terms and Conditions. No subsequent communication, termination notice, or dispute shall revoke, suspend, or invalidate ValieQ's vested right to utilize the deliverables and the Client's brand assets for historical portfolio and promotional purposes as delineated in this Section.

6. TERM AND TERMINATION

6.1. Tenure and Survivability of the Master Framework

That the specific operational tenure, project milestones, and delivery schedules for the AI-powered digital marketing, e-commerce management, website and mobile app development, branding, technology, automation, and creative solutions shall be exclusively governed by the timelines stipulated in the separate Proposal. However, these Standard Terms and Conditions shall commence immediately upon the Client's unconditional acceptance—whether by remitting payment, providing onboarding documents, or instructing ValieQ (a unit of ASTACHAKRA LUXURY PVT. LTD.) to commence services—and shall remain in full force and effect until all contractual and financial obligations of the Client are absolutely and completely discharged. Furthermore, clauses pertaining to Intellectual Property Rights, Limitation of Liability, Indemnity, Media Usage, and Jurisdiction shall survive the expiration or termination of the services indefinitely.

6.2. Strict Protocol for Termination by the Client

That in the event the Client seeks to terminate the ongoing services or the engagement under any specific Proposal, the Client is strictly mandated to provide a mandatory 30 (thirty) days prior written notice of termination to ValieQ. It is expressly agreed that any communication of termination shall only be deemed valid if transmitted in writing to the authorized official email address of ValieQ. During this mandatory 30-day notice period, ValieQ shall continue to render the agreed services, and the Client shall remain absolutely and unconditionally liable to pay for all professional fees, retainers, media spends, and third-party commitments incurred or billed during this period. Any unilateral attempt by the Client to terminate the services without serving the strict 30-day written notice shall be legally void, constituting a material breach of these Terms, and shall render the Client immediately liable to pay the full professional fees equivalent to the 30-day notice period as liquidated damages, without prejudice to ValieQ's right to recover other outstanding dues.

6.3. Immediate Termination and Suspension by ValieQ for Material Breach

That ValieQ reserves the absolute, unfettered, and irrevocable right to immediately terminate the engagement or suspend all services without any prior notice to the Client upon the occurrence of a material breach. It is categorically stipulated that the failure of the Client to clear any outstanding invoice or payment milestone within the strict 7 (seven) days grace period from the original due date constitutes a fundamental and material breach of these Terms. Upon the expiration of the said 7-day grace period, ValieQ is legally entitled to immediately halt all digital marketing campaigns, suspend website and application development, revoke server access, and withhold all deliverables.

That such immediate suspension or termination by ValieQ shall be in addition to, and not in derogation of, ValieQ's statutory right to recover the principal outstanding amount along with the penal interest calculated at the rate of 18% (eighteen percent) per annum from the date of default until actual realization. ValieQ shall further have the right to terminate the services immediately if the Client infringes upon ValieQ's intellectual property rights, engages in unlawful conduct, or becomes insolvent.

6.4. Consequences of Termination and Financial Settlement

That upon the effective date of termination, irrespective of the terminating party, all outstanding invoices, accrued fees, and unbilled expenses for work completed up to the date of termination shall become immediately due and payable by the Client. ValieQ shall retain absolute ownership and possession of all deliverables, source codes, creative assets, and AI-generated content until the Client has achieved full, final, and unencumbered realization of all financial obligations. ValieQ shall bear no liability whatsoever for any loss of data, drop in digital marketing performance, website downtime, or business interruption suffered by the Client as a direct or indirect consequence of a lawful suspension or termination executed by ValieQ in accordance with these Terms.

7. LIMITATION OF LIABILITY

7.1. Absolute Cap on Aggregate Liability

That notwithstanding anything to the contrary contained in these Standard Terms and Conditions, any accompanying Proposal, or any other statute, common law, or equitable principle for the time being in force, it is expressly agreed and declared that the total, cumulative, and aggregate liability of ValieQ (a unit of ASTACHAKRA LUXURY PVT. LTD.), including its directors, officers, employees, agents, and affiliates, whether arising in contract, tort (including negligence), strict liability, breach of statutory duty, or otherwise, shall be strictly, absolutely, and irrevocably capped. Such maximum aggregate liability shall under no circumstances exceed exactly half (50%) of the total professional fees actually paid by the Client to ValieQ under the specific Proposal from which the dispute, claim, or cause of action directly arises. The Client unequivocally acknowledges that this limitation of liability is a fundamental basis of the bargain and that ValieQ would not have entered into the engagement or provided its premier digital marketing and technology services without such strict financial protection.

7.2. Explicit Exclusion of Indirect, Consequential, and Punitive Damages

That under no circumstances whatsoever shall ValieQ be held liable to the Client, or to any third party claiming through the Client, for any indirect, incidental, consequential, special, exemplary, or punitive damages. This absolute disclaimer of liability encompasses, but is not strictly limited to, any alleged loss of anticipated profits, loss of revenue, loss of business opportunities, loss of goodwill, loss of reputation, business interruption, or any other commercial damages or financial losses. Furthermore, ValieQ explicitly disclaims any liability for the loss, corruption, or unauthorized alteration of data, irrespective of whether ValieQ was advised of, knew of, or should have known of the possibility of such damages. The Client assumes all risks associated with the commercial outcomes of the AI-powered digital marketing, branding, and e-commerce management services provided herein.

7.3. Disclaimer Regarding Third-Party AI Tools, Platforms, and APIs

That ValieQ, in its capacity as an advanced technology and creative solutions agency, integrates and utilizes various third-party artificial intelligence models, machine learning platforms, automation tools, external Application Programming Interfaces (APIs), and third-party hosting environments to deliver its services. ValieQ explicitly disclaims any and all liability arising from the malfunction, deprecation, algorithmic bias, unexpected downtime, data breaches, or policy alterations of such third-party AI tools and platforms. Should any third-party service provider modify its terms of service, restrict access, or alter its algorithmic outputs in a manner that adversely affects the Client's deliverables, website, mobile app, or digital marketing campaigns, ValieQ shall bear no liability for any resulting disruptions, delays, or necessary structural modifications. The Client acknowledges that the technological landscape is inherently volatile and that ValieQ cannot guarantee the perpetual stability of third-party dependencies.

7.4. Client's Assumption of Risk for Data, Credentials, and Security

That the Client shall bear the sole and exclusive responsibility for maintaining secure, independent backups of all proprietary data, onboarding documents, digital assets, and access credentials provided to ValieQ for the execution of the services. While ValieQ employs industry-standard practices to safeguard client information, ValieQ shall not be held liable for any loss, corruption, or unauthorized interception of data resulting from cyber-attacks, malicious third-party intrusions, or the Client's own negligence in securing their digital infrastructure. Any liability arising from the unauthorized use of the Client's accounts on e-commerce marketplaces, social media networks, or payment gateways—especially considering that platform onboarding services are strictly excluded from these Terms—shall rest entirely and exclusively with the Client.

7.5. Force Majeure and Unforeseen Technological Disruptions

That ValieQ shall be completely absolved of any liability for any failure or delay in the performance of its obligations under these Terms or the accompanying Proposal if such failure or delay is caused by events beyond its reasonable control. Such Force Majeure events include, but are not limited to, acts of God, natural disasters, pandemics, government mandates, telecommunication breakdowns, widespread internet outages, catastrophic hardware failures, denial-of-service (DDoS) attacks, or sudden regulatory changes under the Information Technology Act, 2000, or other applicable laws that render the provision of the specified AI-powered or digital marketing services commercially unviable or legally prohibited. In the event of such occurrences, ValieQ's obligations shall be suspended for the duration of the disruptive event, without any corresponding liability for damages or penalties.

8. INDEMNIFICATION

8.1. Absolute Obligation to Indemnify and Hold Harmless

That the Client hereby unconditionally, absolutely, and irrevocably agrees to fully indemnify, defend, and hold harmless ValieQ (a unit of ASTACHAKRA LUXURY PVT. LTD., having its registered office situated at Ground Floor, Shop No. 1, Geetanjali Apartment, VIP Road, Teghoria, Kolkata - 700059), its directors, officers, employees, agents, affiliates, successors, and permitted assigns, from and against any and all third-party claims, demands, suits, legal actions, proceedings, losses, damages, liabilities, costs, and expenses, including but not limited to reasonable legal fees and advocate charges, arising out of or in any way connected with the Client's engagement with ValieQ under these Standard Terms and Conditions and the accompanying Proposal.

8.2. Scope of Indemnifiable Claims

That without prejudice to the generality of the foregoing, the Client's obligation to indemnify ValieQ shall specifically and exhaustively apply to any claims, liabilities, or statutory penalties arising from: (a) any breach, violation, or non-performance by the Client of any representation, warranty, covenant, or obligation set forth in these Standard Terms and Conditions; (b) any unauthorized, unlawful, or improper use of the final deliverables, including but not limited to AI-powered digital marketing campaigns, e-commerce management frameworks, website and mobile app developments, branding, technology, automation, and creative solutions, prior to the full realization of payment and the subsequent grant of the exclusive, perpetual license by ValieQ; and (c) any gross negligence, willful misconduct, or fraudulent acts committed by the Client, its employees, or its authorized representatives.

That furthermore, the Client shall strictly indemnify and hold ValieQ completely harmless against any allegations, claims, or statutory actions asserting that any data, text, images, logos, trademarks, proprietary information, or other raw materials provided by the Client to ValieQ for incorporation into the deliverables infringe upon the intellectual property rights, copyrights, trademarks, privacy rights, or any other statutory or common law rights of any third party. ValieQ operates strictly on the legal presumption that the Client possesses the requisite authority, licenses, and permissions for all materials supplied. Consequently, ValieQ shall bear no liability whatsoever for any third-party AI tool liabilities, copyright strikes, platform bans, or regulatory penalties triggered by the Client's provided assets or instructions.

8.3. Defense, Legal Proceedings, and Exclusive Jurisdiction

That in the event of any claim, suit, or legal action being instituted against ValieQ which falls within the purview of this indemnification clause, ValieQ shall promptly notify the Client of the same. Upon receipt of such notification, the Client shall immediately assume the defense of such claim at its own sole cost and expense, utilizing legal counsel reasonably acceptable to ValieQ. Notwithstanding the Client's assumption of the defense, ValieQ reserves the absolute and unfettered right to participate in the defense of any such claim through its own independent legal counsel, the costs of which shall be entirely borne and promptly reimbursed by the Client.

That the Client expressly agrees that it shall not enter into any settlement, compromise, or consent decree that imposes any financial obligation, admission of liability, or operational restriction upon ValieQ without obtaining the prior, express, and written consent of an authorized signatory of ASTACHAKRA LUXURY PVT. LTD. It is further categorically stipulated that any legal proceedings arising out of or relating to the enforcement of this indemnification obligation shall be subject to the exclusive jurisdiction of the competent courts situated in Kolkata, West Bengal, and the Client hereby irrevocably submits to the said jurisdiction for the resolution of any such disputes.

8.4. Survival of Indemnification Obligations

That the indemnification obligations enshrined within this Section 8 are fundamental to the commercial arrangement between the parties and shall survive the expiration, cancellation, or termination of the specific Proposal and these Standard Terms and Conditions. The Client's liability to indemnify ValieQ shall remain in full force and effect indefinitely, ensuring that ValieQ remains completely protected against any latent, delayed, or subsequent claims arising from the services rendered, the materials provided by the Client, or the Client's utilization of the deliverables.

9. CONFIDENTIALITY

9.1. Definition and Scope of Confidential Information

That for the purposes of these Standard Terms and Conditions, "Confidential Information" shall mean and encompass any and all non-public, proprietary, commercially sensitive, or technically advanced information disclosed by ValieQ (a unit of ASTACHAKRA LUXURY PVT. LTD.) to the Client, whether disclosed orally, in writing, electronically, or through visual observation. This expressly includes, but is strictly not limited to, ValieQ's proprietary methodologies, AI-powered tools and configurations, machine learning algorithms, prompt engineering strategies, automation scripts, backend source codes, pricing structures, financial models, trade secrets, business plans, client lists, vendor relationships, and the specific commercial terms delineated within any Proposal. Furthermore, any information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure shall be unequivocally deemed Confidential Information under this clause.

9.2. Strict Obligations of Non-Disclosure and Non-Use

That the Client unconditionally covenants and agrees to hold all Confidential Information in the strictest of confidence and to exercise the highest degree of care to prevent its unauthorized disclosure, dissemination, or publication. The Client shall not, under any circumstances, disclose, share, transmit, or otherwise make available any Confidential Information to any third party, competitor, independent contractor, or unauthorized personnel without the prior, express, and written consent of an authorized signatory of ValieQ. The Client is strictly prohibited from utilizing the Confidential Information for any purpose whatsoever other than the direct facilitation and execution of the services explicitly outlined in the accepted Proposal. The Client shall restrict access to the Confidential Information solely to its own employees or directors who have a bona fide "need to know" for the execution of the Proposal and who are bound by written confidentiality obligations at least as restrictive as those contained herein.

9.3. Absolute Protection of AI Tools and Proprietary Methodologies

That recognizing ValieQ's status as a premier AI-powered digital marketing and technology agency, the Client acknowledges that ValieQ's technological frameworks, automation processes, and AI-driven methodologies constitute highly valuable trade secrets and the core intellectual capital of ASTACHAKRA LUXURY PVT. LTD. The Client expressly agrees that it shall not, nor shall it permit or authorize any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, or organizational frameworks of any AI tools, software, or automated systems deployed by ValieQ during the provision of services. Any attempt by the Client to replicate, clone, or independently develop competing methodologies based upon ValieQ's Confidential Information shall constitute a material and incurable breach of these Terms.

9.4. Exceptions to Confidentiality

That the stringent obligations set forth in this Section 9 shall not apply to information that the Client can establish by clear and convincing documentary evidence: (a) was rightfully in the public domain at the time of disclosure by ValieQ; (b) entered the public domain after disclosure through no fault, act, or omission of the Client; (c) was rightfully known to the Client prior to its disclosure by ValieQ, free of any confidentiality obligation; or (d) is independently developed by the Client without any reliance upon, reference to, or use of ValieQ's Confidential Information. In the event the Client is compelled by a valid order of a court of competent jurisdiction or a statutory authority to disclose any Confidential Information, the Client shall provide ValieQ with immediate written notice of such requirement prior to disclosure, thereby affording ValieQ a reasonable opportunity to seek a protective order or other appropriate remedy to prevent or limit such disclosure.

9.5. Equitable Relief and Perpetual Survival

That the Client acknowledges and agrees that any actual or threatened breach of the confidentiality obligations contained herein will cause immediate, irreparable, and incalculable harm to ValieQ, for which monetary damages alone would be a grossly inadequate remedy. Consequently, in the event of such a breach or threatened breach, ValieQ shall be entitled, as a matter of absolute right, to seek and obtain ex-parte injunctive relief, specific performance, and other equitable remedies before the competent courts in Kolkata, without the necessity of posting a bond or proving actual damages. This right to equitable relief shall be in addition to, and not in lieu of, any other legal or financial remedies available to ValieQ under the law. Furthermore, it is expressly stipulated that the obligations of confidentiality enshrined in this Section 9 shall survive the expiration, cancellation, or termination of these Terms or any associated Proposal in perpetuity.

10. MISCELLANEOUS PROVISIONS

A. Force Majeure

That ValieQ (a unit of ASTACHAKRA LUXURY PVT. LTD.) shall not be deemed to be in default, nor shall it be held liable for any delay, interruption, or failure in the performance of its obligations under these Standard Terms and Conditions or the specific Proposal, if such delay or failure arises directly or indirectly from circumstances beyond its reasonable control. For the purposes of this Agreement, a "Force Majeure Event" shall encompass, but is not limited to, acts of God, natural disasters, earthquakes, cyclones, floods, fires, epidemics, pandemics, acts of war, terrorism, civil unrest, riots, strikes, lockouts, or any governmental or regulatory actions, embargoes, or statutory prohibitions.

That given the premier, comprehensive AI-powered and technology-driven nature of the services provided by ValieQ, the definition of a Force Majeure Event is hereby expressly extended to include critical technological disruptions that are beyond the immediate control of the Agency. This includes, without limitation, catastrophic server outages, widespread telecommunication breakdowns, internet service provider (ISP) failures, malicious cyber-attacks (including DDoS attacks and ransomware), sudden deprecation or suspension of third-party Application Programming Interfaces (APIs), and the unannounced downtime or alteration of third-party artificial intelligence platforms, e-commerce marketplaces, or social media networks upon which the deliverables may rely. The Client acknowledges that ValieQ operates within a dynamic digital ecosystem and cannot be held strictly liable for the failures of external technological infrastructure.

That upon the occurrence of a Force Majeure Event, the operational timelines and delivery milestones stipulated in the Proposal shall be automatically suspended and subsequently extended by a period strictly equivalent to the duration of the said event. It is categorically clarified, in consonance with the principles underlying Section 56 of the Indian Contract Act, 1872, that the occurrence of a Force Majeure Event shall under no circumstances excuse, delay, or absolve the Client from its absolute obligation to remit payment for any services already rendered, milestones achieved, or out-of-pocket expenses incurred by ValieQ prior to the onset of the Force Majeure Event.

B. Severability and Waiver

That it is the express intention of the parties that the provisions of these Standard Terms and Conditions shall be severable. In the event that any single clause, sub-clause, or provision contained herein is determined by a competent court of jurisdiction in Kolkata to be invalid, illegal, void, or unenforceable under any applicable law, such determination shall not vitiate, invalidate, or render unenforceable the remainder of these Terms. The invalid or unenforceable provision shall be deemed severed from this Agreement, and the surviving provisions shall continue in full force and effect, binding the parties as if the severed provision had never been incorporated herein.

That furthermore, the competent court shall possess the authority to modify, read down, or reform the invalid provision to the minimum extent necessary to render it valid and enforceable, provided that such modification strictly preserves the original commercial intent and the protective legal framework established for the benefit of ValieQ. The Client agrees that the overarching intent to protect ValieQ's intellectual property, limit its liability, and secure its financial interests shall remain paramount during any such judicial interpretation.

That no failure, omission, or delay on the part of ValieQ in exercising any right, power, privilege, or remedy available under these Terms, the Proposal, or applicable law—including but not limited to the right to suspend services after the 7-day grace period or the right to levy penal interest at 18% per annum on delayed payments—shall operate as a waiver thereof. Any waiver by ValieQ of a breach or default by the Client must be explicitly documented in writing and duly executed by an authorized signatory of ASTACHAKRA LUXURY PVT. LTD. A

written waiver of a specific breach shall not be construed as a continuing waiver of any subsequent breach of the same or any other provision.

C. Non-Solicitation

That the Client acknowledges and recognizes that ValieQ invests substantial time, capital, and proprietary resources in recruiting, training, and retaining a highly specialized workforce comprising AI engineers, digital marketing strategists, software developers, creative directors, and automation experts. The expertise and collective knowledge of ValieQ's personnel constitute a critical and protectable business asset of ASTACHAKRA LUXURY PVT. LTD.

That in consideration of the services provided hereunder, the Client strictly covenants and agrees that during the active term of any engagement under a Proposal, and for a continuous period of 24 (twenty-four) months immediately following the termination, expiration, or completion of the services, the Client shall not, directly or indirectly, on its own behalf or on behalf of any third party, solicit, recruit, induce, entice away, employ, or engage as an independent contractor, any current employee, consultant, or specialized contractor of ValieQ who was involved in the provision of services to the Client.

That in the event of a breach of this non-solicitation covenant, the Client acknowledges that ValieQ shall suffer immediate, severe, and irreparable operational and financial harm. Consequently, without prejudice to ValieQ's right to seek immediate injunctive relief before the competent courts in Kolkata to restrain such breach, the Client shall be liable to pay ValieQ liquidated damages equivalent to 100% (one hundred percent) of the solicited individual's annualized compensation or professional fees. The parties agree that this sum represents a genuine, reasonable, and proportionate pre-estimate of the damages ValieQ would incur in recruiting and training a suitable replacement, and does not constitute a penalty under Section 74 of the Indian Contract Act, 1872.

D. Relationship of Parties

That the relationship established between ValieQ and the Client under these Standard Terms and Conditions and the accompanying Proposal is strictly and exclusively that of an independent contractor and a principal client. Nothing contained in these Terms, nor any course of dealing between the parties, shall be construed, interpreted, or deemed to create a partnership, joint venture, agency, franchise, or employer-employee relationship between ASTACHAKRA LUXURY PVT. LTD. and the Client.

That ValieQ shall retain absolute and unfettered discretion, control, and supervision over the manner, means, methods, and techniques utilized to perform the AI-powered digital marketing, e-commerce management, website and mobile app development, branding, technology, automation, and creative solutions. The Client's role is strictly limited to providing necessary inputs, approvals, and timely payments as delineated in the Proposal. The Client shall possess no authority, express or implied, to bind ValieQ to any third-party contracts, representations, warranties, or legal obligations whatsoever.

That ValieQ shall be solely and exclusively responsible for the payment of all salaries, wages, benefits, and statutory dues (including provident fund, state insurance, and professional taxes) applicable to its own employees and personnel deployed for the execution of the services. Conversely, the Client shall not be vicariously liable for any acts or omissions of ValieQ's personnel, nor shall ValieQ be held liable for any independent actions, regulatory non-compliances, or third-party disputes arising out of the Client's internal business operations or the Client's independent use of the final deliverables.

11. GOVERNING LAW AND EXCLUSIVE JURISDICTION

11.1. Absolute Applicability of Indian Law

That it is expressly agreed, declared, and mandated that these Standard Terms and Conditions, the accompanying Proposal, and any subsequent agreements, amendments, or addenda executed between ValieQ (a unit of ASTACHAKRA LUXURY PVT. LTD.) and the Client, shall be governed by, construed, interpreted, and enforced strictly and exclusively in accordance with the substantive and procedural laws of the Republic of India. This absolute applicability of Indian law shall govern all contractual and non-contractual obligations, claims, and disputes arising out of or in connection with the services rendered, without giving effect to any choice of law or conflict of law principles that would cause the application of the laws of any jurisdiction other than the Republic of India. The legal relationship between the parties shall be subject to, inter alia, the Indian Contract Act, 1872, the Information Technology Act, 2000, the Copyright Act, 1957, and the Trade Marks Act, 1999, as amended from time to time.

11.2. Exclusive Jurisdiction of Competent Courts in Kolkata

That by receiving, reviewing, and proceeding with the attached Proposal, remitting any payment, providing onboarding documents, or otherwise instructing ValieQ to commence services, the Client unconditionally, irrevocably, and expressly submits to the exclusive jurisdiction of the competent civil courts, commercial courts, and tribunals situated in Kolkata, West Bengal. It is categorically stipulated that any and all disputes, claims, controversies, or legal proceedings arising out of, relating to, or in connection with these Terms, the Proposal, the scope of services, intellectual property rights, or the breach, termination, enforcement, interpretation, or validity thereof, shall be instituted, prosecuted, and adjudicated exclusively within the territorial jurisdiction of the competent courts in Kolkata. The Client acknowledges that ValieQ's registered office is situated at Ground Floor, Shop No. 1, Geetanjali Apartment, VIP Road, Teghoria, Kolkata - 700059, and that the core operations, technological deployment, and creative execution of the services are managed and directed from this jurisdiction, thereby establishing Kolkata as the natural and legally appropriate forum for dispute resolution.

11.3. Express Waiver of Jurisdictional Objections and Forum Non Conveniens

That the Client hereby explicitly, voluntarily, and irrevocably waives any and all rights, defenses, or objections that it may now or hereafter have to the laying of venue of any such litigation, suit, or proceeding in the competent courts of Kolkata. The Client further expressly waives any claim or defense that any such litigation, suit, or proceeding brought in the courts of Kolkata has been brought in an inconvenient forum (forum non conveniens). The Client agrees that a final judgment in any such proceeding instituted in the courts of Kolkata shall be conclusive, binding, and enforceable against the Client in any other jurisdiction by suit on the judgment or in any other manner provided by law. The Client shall not initiate any legal action or proceeding against ValieQ in any jurisdiction other than Kolkata, and any attempt to do so shall constitute a material breach of these Terms, entitling ValieQ to seek immediate dismissal of such action and recovery of all legal costs incurred in defending against such improperly filed proceedings.

11.4. Carve-Out for Injunctive Relief and Intellectual Property Protection

That notwithstanding the strict exclusivity of jurisdiction granted to the courts in Kolkata under Clause 11.2 hereinabove, ValieQ (a unit of ASTACHAKRA LUXURY PVT. LTD.) reserves the absolute, unfettered, and unilateral right to seek urgent interlocutory, injunctive, or equitable relief in any court of competent jurisdiction worldwide. This specific carve-out is designed to protect ValieQ from immediate and irreparable harm, particularly in instances involving the unauthorized use, misappropriation, or infringement of ValieQ's intellectual property rights, proprietary AI methodologies, or source codes by the Client, or in circumstances where the Client attempts to utilize the final deliverables prior to the full realization of fees, in direct violation of the conditional license granted herein. Furthermore, ValieQ may initiate proceedings in any jurisdiction where the Client possesses assets for the sole purpose of executing a judgment or recovering outstanding financial dues, including the principal amount and the accrued penal interest of 18% per annum.

11.5. Survival of Jurisdictional Mandate

That the provisions contained within this Section 11, establishing the governing law and the exclusive jurisdiction of the courts in Kolkata, shall survive the expiration, cancellation, or termination of these Standard Terms and Conditions, the Proposal, or the broader commercial relationship between ValieQ and the Client. The Client's obligation to submit to the exclusive jurisdiction of Kolkata shall remain absolute and binding in perpetuity for any historical, ongoing, or future claims arising from the services rendered by ValieQ under the purview of these Terms.

EXECUTION

IN WITNESS WHEREOF, it is expressly acknowledged, declared, and agreed by the parties hereto that while the formal physical or digital execution of these Standard Terms and Conditions constitutes a valid and binding agreement, the Client's acceptance is equally, fully, and irrevocably binding via conduct. Such binding conduct includes, but is not limited to, the receipt and progression of the attached Proposal, the remittance of any payment, the provision of onboarding documents, or any instruction directing ValieQ to commence services, as strictly outlined in Clause 1 hereinabove and in absolute consonance with Section 8 of the Indian Contract Act, 1872.