

TERMS AND CONDITIONS

Effective Date: 18 June 2025

These Terms and Conditions ("Agreement") govern all services provided by Esdras Consultants, having its principal office at 1-3-183/40/21/49, Kavadiguda, Hyderabad, Telangana 500080, India ("Service Provider"), to its clients ("Client"). By engaging Esdras Consultants for any service, the Client agrees to be bound by the following terms.

1. COMPANY INFORMATION

- Business Name: Esdras Consultants
 - Business Address: 1-3-183/40/21/49, Kavadiguda, Hyderabad, Telangana 500080, India
 - GST Number: 36ANKPD2164P1ZO
 - Business Hours: Monday to Friday, 9:00 AM to 6:00 PM IST
 - Contact Email: ezrakumar@esdras.in
 - Data Protection Officer: Ezra Kumar
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2. ACCEPTANCE OF TERMS

Engagement with Esdras Consultants constitutes the Client's acceptance of these Terms and Conditions. These apply to all services including, but not limited to, branding, logo design, web development, digital marketing, video animation, and related consulting services. Specific project-based agreements may contain additional terms.

3. SERVICES PROVIDED

Esdras Consultants offers:

- Logo Design and Branding
- Website Development
- Digital Marketing Services
- Video Animation

- Related strategic and creative consulting

All services are subject to the specifications outlined in the corresponding project proposal.

4. PROJECT TIMELINES AND DELIVERY

- **Standard Timelines:** Project delivery timelines range from 2 to 15 business days, based on project complexity. Video animation timelines vary based on scope and duration.
 - **Rush Delivery:** May be requested at additional cost. Acceptance and pricing are at the sole discretion of Esdras Consultants.
 - **Delays:** Projects paused due to client non-responsiveness may remain on hold for up to 30 days. Thereafter, Esdras Consultants reserves the right to terminate the project without refund.
 - **Completion:** A project is deemed complete upon fulfillment of all items outlined in the approved scope of work.
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5. CLIENT RESPONSIBILITIES

- Clients must provide all required inputs, content, approvals, and assets in a timely manner.
 - Feedback is expected within two (2) working days of submission.
 - Esdras Consultants shall not be liable for any quality deficiencies resulting from delayed client inputs.
 - Clients are solely responsible for obtaining any necessary licenses, rights, or permissions for submitted materials.
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6. REVISIONS AND SCOPE CHANGES

- Services include up to two (2) rounds of revisions.
 - Scope modifications or additional requests shall be considered change orders and may incur fees between 25% and 100% of the original project value.
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7. PAYMENT TERMS

- A 50% advance payment is required prior to commencement. The remaining 50% is due before final delivery.
 - Esdras Consultants may require a higher advance for specific projects.
 - All payments shall be made via bank transfer. No other payment methods are accepted.
 - Late payments exceeding 15 working days from invoice date will incur a penalty of 20% of the total project value.
 - Projects valued under USD \$100 are strictly non-refundable.
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8. INTELLECTUAL PROPERTY RIGHTS

- IP rights transfer to the Client only upon full payment and acceptance of the final deliverables.
 - Esdras Consultants retains the right to display completed work in its professional portfolio and marketing materials indefinitely.
 - Abandoned or unpaid projects will be archived for six (6) months, post which they may be deleted without notice.
 - All licensed third-party materials must be procured by the Client; Esdras Consultants uses royalty-free assets by default.
 - Should any original design result in a trademark conflict, a redesign will be provided at no additional cost upon valid notice by the Client.
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9. CONTENT ACCURACY AND LEGAL COMPLIANCE

- Esdras Consultants shall ensure reasonable accuracy and legal soundness in deliverables.
 - Clients are ultimately responsible for compliance with their respective industry laws and regulations.
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10. LIMITATION OF LIABILITY

- Esdras Consultants' liability shall be limited to the final payment amount received for the specific project.
 - Liability does not extend to indirect or consequential losses, or events beyond reasonable control (e.g., natural disasters, emergencies).
 - Professional indemnity insurance is not carried by Esdras Consultants.
 - Any claim must be raised within six (6) months of project delivery.
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11. CONFIDENTIALITY AND NON-DISCLOSURE

- All client data and project information shall be treated as confidential.
 - NDAs may be executed when requested, and all subcontractors are bound by similar confidentiality obligations.
 - Esdras Consultants shall safeguard client data using industry-standard security measures.
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12. SUBCONTRACTING

- Esdras Consultants reserves the right to assign work to third-party subcontractors.
 - Subcontractor identities shall remain confidential unless disclosure is legally or contractually required.
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13. FORCE MAJEURE

- Esdras Consultants shall not be liable for delays or failures caused by circumstances beyond its control. Refunds or timeline adjustments due to such events are at the discretion of the company.
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14. AGE RESTRICTION

- Clients must be at least 18 years of age at the time of entering into an agreement.
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15. DISPUTE RESOLUTION

- Any dispute arising from or related to services provided shall be resolved through binding arbitration under Indian law prior to initiating legal proceedings.
 - All matters shall fall under the exclusive jurisdiction of competent courts in India.
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16. MODIFICATIONS TO TERMS

- Esdras Consultants reserves the right to amend these Terms and Conditions at any time. Clients will be notified of updates via email.
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These Terms and Conditions constitute the entire understanding between Esdras Consultants and the Client and supersede all prior communications. For any clarification, please contact ezrakumar@esdras.in.
