Hopire Tech Solutions LLP - Master Terms & Conditions

Last Updated: 07/06/2025

These Terms & Conditions ("Terms") govern all service engagements, MoUs, direct product sales, e-services, and communications with Hopire Tech Solutions LLP ("Hopire", "we", "our"). By using our website, software, products, or engaging with our services, you ("Client" or "Customer") agree to be bound by these Terms.

1. Definitions

- **Client**: The individual, organization, or entity engaging Hopire for custom services.
- **Customer**: Any individual or entity using Hopire's direct or self-service products (e.g., e-services platforms).
- **Services**: All offerings provided by Hopire including software development, consulting, maintenance, deployment, and technical support.
- **Products**: Off-the-shelf software or digital platforms provided to Customers, either free or under a license/subscription.
- **Deliverables**: Any project-specific output including code, designs, documents, or digital content.
- **Agreement**: Includes MoUs, quotations, invoices, or any project-specific contract referencing these Terms.
- **AMC**: Annual Maintenance Contract, for continued issue-based support.

2. Scope of Engagement

- Scope of work for each engagement shall be defined in a written MoU, proposal, or work order.
- Any change to the scope must be agreed upon in writing and may result in revised pricing and timeline.
- Hopire reserves the right to accept or reject work outside the defined scope.

3. Pricing & Payment Terms

- Pricing is milestone-based unless otherwise agreed.
- Payment shall be made within 7 days of invoice unless stated otherwise.
- Delay in payment beyond the due date may attract a late fee of 5% per month.
- Advance payments are non-refundable.
- All prices are exclusive of applicable taxes unless otherwise mentioned.
- For product-based purchases or subscriptions, payment is required upfront, and access will be granted post successful payment.
- Any recurring or one-time expenses required for subscriptions such as domain names, hosting, server usage, SMS gateways, email services, or mobile app listing fees (e.g., Google Play Store or Apple App Store) shall be borne by the Client or Customer unless explicitly stated otherwise in the MoU or agreement.
- Payment shall be made within 7 days of invoice unless stated otherwise.
- Delay in payment beyond the due date may attract a late fee of 5% per month.
- Advance payments are non-refundable.

- All prices are exclusive of applicable taxes unless otherwise mentioned.
- For product-based purchases or subscriptions, payment is required upfront, and access will be granted post successful payment.

4. Revisions

- Clients are entitled to two (2) free revisions during the development phase.
- Revisions are limited to minor textual, alignment, and color modifications.
- Any additional or major feature change will be treated as an enhancement and billed separately.
- Revision requests after project acceptance may incur additional costs.
- If the Client or Customer accepts the design or user interface (UI) as submitted or demonstrated, it shall be deemed final and shall not be changed unless Hopire explicitly agrees to do so in writing.
- Revisions are limited to minor textual, alignment, and color modifications.
- Any additional or major feature change will be treated as an enhancement and billed separately.
- Revision requests after project acceptance may incur additional costs.

5. Maintenance & Support Terms

- **Maintenance** refers strictly to bug fixing and issue resolution for the delivered software.
- Hopire provides free maintenance for a duration defined in the corresponding MoU for custom-built solutions.
- Maintenance does NOT include new features, changes in UI, or upgrades.
- After the free period, Clients may opt for AMC. AMC covers:
    - Bug fixes
    - Minor adjustments (within defined time quota)
    - Server health checks (if hosted with Hopire)
- AMC excludes development or scope extensions.
- Emergency support outside AMC is billed hourly.
- For Hopire's direct products and platforms, support is limited to email and in-app support unless the Customer has subscribed to premium or enterprise-level support.

6. Intellectual Property & Confidentiality

6.1 Ownership of Intellectual Property

Unless expressly stated otherwise in a signed agreement, all IP in deliverables remains with Hopire. Client is granted a limited, non-transferable, non-exclusive license upon full payment.

6.2 Transfer of Rights (if applicable)

Full IP transfer must be documented and signed. Pre-existing assets and reusable components remain Hopire's property.

6.3 Third-Party Content

Clients and Customers are responsible for legality of third-party content shared or uploaded. Hopire is not liable for misuse of such content.

6.4 Confidentiality

Both parties agree not to disclose sensitive or proprietary data. Confidentiality survives for two (2) years after project completion.

6.5 Portfolio Use

Hopire may showcase non-confidential work unless the Client explicitly restricts it in writing prior to project close.

6.6 Post-Handover Liability

Hopire is not liable for issues arising after handover due to third-party edits, server failures, or unauthorized modifications.

6.7 Injunctive Relief

Either party may seek injunctive relief in case of breach causing irreparable harm.

7. Product-Specific Terms

- Hopire may offer direct-to-customer products such as digital platforms, dashboards, or e-services.
- Use of these products is governed by licensing or subscription terms, including:
    - Personal or commercial use limits
    - Number of user accounts or seats
    - API usage limits (if applicable)
    - Duration of license or renewal terms
- Products are offered "as-is" unless the Customer opts for a customization agreement.
- Hopire reserves the right to suspend access to any product if misuse, non-payment, or breach of acceptable use is detected.
- For any product-related issues, Customers must raise support requests through official channels.

8. Client & Customer Conduct

- Clients and Customers must provide accurate information during onboarding.
- Hopire is not liable for damages caused by user misconfiguration, illegal content upload, or third-party interference.
- Misuse or unauthorized distribution of deliverables or access credentials will result in termination of access and possible legal action.
- Hopire may temporarily suspend accounts or services for investigation if breach of T&Cs is suspected.

9. Termination

- Hopire may terminate the project, service, or product access with 7 days' written notice in case of breach of obligations, including but not limited to non-payment, fraud, abuse, or unresponsiveness exceeding 15 days.
- All completed work shall be invoiced and is payable by the Client.
- The Client or Customer may not terminate the agreement unilaterally unless otherwise agreed in the respective MoU.
- All completed work shall be invoiced and is payable by the Client.
- Hopire may terminate work or access in cases of non-payment, fraud, abuse, or unresponsiveness exceeding 15 days.

10. Force Majeure

Hopire shall not be held liable for delay or failure in delivery due to circumstances beyond its control including but not limited to natural disasters, strikes, war, cyberattacks, or pandemics.

11. Dispute Resolution & Governing Law

- Any disputes shall first be attempted to resolve amicably.
- Failing which, disputes shall be governed by the laws of India.
- Jurisdiction lies with the courts in Annamayya District, Andhra Pradesh.
- Arbitration may be invoked under the Indian Arbitration and Conciliation Act, 1996.

12. Amendment & Acceptance

- These Terms may be revised with prior notice or published updates.
- Continued use of Hopire's services or products indicates acceptance.
- Referencing these Terms in an MoU, invoice, product license, or email binds the Client or Customer to them.

13. Contact Information

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