

Website Terms of Service (India)

Public-facing Terms of Service covering IP rights, user obligations, liability, and dispute resolution

HOW TO USE THIS TEMPLATE

1. These are your public-facing legal terms — publish on your website footer as a link.
2. Replace ALL [BRACKETED FIELDS] before publishing — unpublished placeholders are a red flag.
3. Ensure your Privacy Policy is a separate linked document published alongside these Terms.
4. Review annually and update when your products, services, or applicable law changes.
5. Consider adding a version number and 'last updated' date to the published version.

WEBSITE AND PLATFORM DETAILS

Company Legal Name	[Company full legal name]
CIN	[Company Identification Number]
Registered Address	[Registered office address with PIN code]
Website / Platform URL	[https://www.yourwebsite.com]
Customer Support Email	[support@yourcompany.com]
Legal / Notices Email	[legal@yourcompany.com]
Date of Last Update	[DD Month YYYY]
Governing Jurisdiction	India — laws of India apply to these Terms

1. ACCEPTANCE OF TERMS

1.1 These Terms of Service (these "**Terms**") govern your access to and use of the website, mobile application, and services (collectively, the "**Platform**") operated by [Company Name] (the "**Company**", "**we**", "**us**", or "**our**"). By accessing the Platform or registering for an account, you ("**User**") agree to be bound by these Terms. If you do not agree, you must not use the Platform.

1.2 If you are using the Platform on behalf of an organisation, you represent that you have the authority to bind that organisation to these Terms, and all references to 'you' in these Terms refer to that organisation.

1.3 We reserve the right to update these Terms at any time. We will notify registered Users of material changes by email or by prominent notice on the Platform. Continued use of the Platform after the effective date of any change constitutes acceptance of the updated Terms.

2. DESCRIPTION OF SERVICES

Nature of Services	[Describe what your platform/product does — e.g. 'a SaaS platform for automated invoice management for Indian SMEs']
Free Tier (if any)	[Describe free features or 'No free tier available']
Paid Plans	[Describe paid subscription tiers or 'Contact us for pricing']

Geographic Availability	[India only / India and [countries] / Global with restrictions]
Minimum Age of User	[18 years — users below 18 must have parental consent]

2.1 We may modify, suspend, or discontinue any feature of the Platform at any time with reasonable notice to Users. We will not be liable for any modification, suspension, or discontinuation of the Platform or any part thereof.

3. USER ACCOUNTS AND REGISTRATION

3.1 To access certain features of the Platform, you may be required to create an account. You agree to: (a) provide accurate, current, and complete information during registration; (b) maintain and promptly update your account information; (c) keep your password confidential and not share it with any third party; (d) notify us immediately of any unauthorised access to your account; and (e) take responsibility for all activity that occurs under your account.

3.2 We reserve the right to suspend or terminate accounts that we reasonably believe have provided false information, violated these Terms, or engaged in fraudulent or abusive activity.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Company IP. All content, software, algorithms, designs, text, graphics, logos, icons, images, audio clips, data compilations, and all other material on the Platform (collectively, the "**Platform Content**") are owned by or licensed to the Company and are protected by Indian and international copyright, trademark, patent, and other intellectual property laws.

4.2 Licence to Users. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for your personal or internal business purposes. You may not sublicense this right to any third party.

4.3 Restrictions. You shall not: (a) copy, reproduce, distribute, publish, or create derivative works from any Platform Content without our prior written consent; (b) reverse engineer, decompile, or disassemble any software component of the Platform; (c) remove or alter any copyright, trademark, or other proprietary notice on the Platform; (d) use any automated tools (bots, scrapers, crawlers) to access the Platform; or (e) use the Platform in any way that could damage, disable, overburden, or impair the Platform or interfere with other users' access.

4.4 User Content. If you submit, upload, or post any content to the Platform ("**User Content**"), you retain ownership of your User Content. You grant us a worldwide, royalty-free, non-exclusive licence to use, store, process, display, and reproduce your User Content solely for the purpose of providing and improving the Platform. You represent that your User Content does not infringe any third-party rights and complies with applicable law.

4.5 Feedback. If you provide us with any feedback, suggestions, or ideas about the Platform, we may use such feedback without restriction or compensation to you. Such feedback shall not be treated as confidential.

5. PROHIBITED USES

5.1 You agree not to use the Platform: (a) for any unlawful purpose or in violation of applicable Indian law including the IT Act 2000 and DPDP Act 2023; (b) to transmit any harmful, offensive, defamatory, obscene, or fraudulent content; (c) to impersonate any person or entity; (d) to upload or transmit any virus, malware, or other malicious code; (e) to gain unauthorised access to any other user's account or data; (f) to collect or harvest any personally identifiable information from the Platform; or (g) to compete with us by using the Platform to develop a competing product or service.

6. PAYMENT TERMS

Payment Gateway	[Razorpay / PayU / Cashfree / Stripe — specify]
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Accepted Payment Methods	[Credit/debit cards / UPI / Net banking / NEFT — specify]
Billing Cycle	[Monthly / Annual — specify]
Refund Policy	[No refunds after [X] days / Pro-rata refund on cancellation / No refunds — specify]
GST	[GST at [18]% will be charged in addition to subscription fees. GSTIN: [Company GSTIN]]
Price Changes	[We will provide [30] days advance notice of price changes to existing subscribers]

6.1 All amounts are in Indian Rupees unless otherwise stated. Payment obligations are non-cancellable and fees paid are non-refundable except as expressly stated in our Refund Policy.

7. LIMITATION OF LIABILITY AND DISCLAIMERS

7.1 No Warranty. THE PLATFORM IS PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY.

7.2 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING FROM THESE TERMS OR YOUR USE OF THE PLATFORM SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE THREE (3) MONTHS PRECEDING THE CLAIM. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

7.3 Indemnification. You agree to indemnify and hold harmless the Company and its officers, directors, employees, and agents from any claims, damages, losses, costs, and expenses (including legal fees) arising from: (a) your violation of these Terms; (b) your User Content; or (c) your violation of any applicable law.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 These Terms are governed by the laws of India. Any dispute arising from these Terms shall first be subject to good-faith negotiation for thirty (30) days. Unresolved disputes shall be referred to the courts of [City], India, which shall have exclusive jurisdiction.

8.2 Consumer Disputes. Nothing in these Terms limits any rights you may have as a consumer under the Consumer Protection Act 2019 or any other applicable consumer protection legislation.

9. GENERAL PROVISIONS

9.1 Entire Agreement. These Terms and our Privacy Policy constitute the entire agreement between you and the Company regarding your use of the Platform.

9.2 Severability. If any provision is held unenforceable, the remaining provisions continue in full force.

9.3 Waiver. Our failure to enforce any right does not waive that right.

9.4 Assignment. We may assign these Terms to any successor entity. You may not assign your rights without our written consent.

9.5 Grievance Officer. For grievances, contact our Grievance Officer at [name], [email], [phone] — as required by the IT (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021.

9.6 Contact. For questions about these Terms, contact us at [legal@yourcompany.com].

IMPORTANT NOTE

PUBLISH THESE TERMS on your website before accepting any users or payments. Under the IT (Intermediary Guidelines) Rules 2021, intermediaries must publish Terms of Service, Privacy Policy, and a Grievance Mechanism. Designate a Grievance Officer with contact details. Template only — not legal advice. Have reviewed by a technology law advocate before publishing.