

Virtual Legal Counsel — Terms, Deliverables & Disclaimer

Oct 20, 2026 ·

1. Parties, nature of service and definitions

1.1 These terms govern the Virtual Legal Counsel ("VLC") subscription offered on nolegalpaisa.com by Kaahmuchee Solution Private Limited ("NoLegalPaisa", "we") to the subscribing business ("Client", "you").

1.2 NoLegalPaisa is a legal-technology and coordination platform. All legal advice, drafting and review under VLC is performed by independent advocates enrolled with a State Bar Council, and by CAs or CSs where the matter needs them (each a "Counsel"). NoLegalPaisa does not itself practise law. The subscription fee covers platform access, case management, scheduling and the Counsel's services as set out below.

1.3 These terms are read with the NoLegalPaisa [Terms & Conditions](#), [Privacy Policy](#), [Refund & Cancellation Policy](#) and [Grievance Policy](#). If they conflict on VLC, these terms prevail.

1.4 Engagement Agreement and NoLegalPaisa's role as facilitator.

(a) **Agreement after payment.** Within [3] Working Days of the first payment, the Client and the assigned Counsel will sign a detailed written engagement agreement (the "**Engagement Agreement**") through the platform by e-signature. It governs the professional relationship between them, including scope of work, Counsel's professional duties, confidentiality and privilege, conflict checks, Counsel's professional fee, termination, and professional responsibility.

(b) **No substantive work before signing.** Until the Engagement Agreement is signed, only onboarding and scheduling take place. If it is not signed within [7] days of payment, either side may cancel, and clause 6.7 applies.

(c) **Professional relationship is between Client and Counsel.** The advocate–client relationship exists only between the Client and Counsel. Counsel exercises independent professional judgement under the Advocates Act, 1961 and the Bar Council of India Rules. NoLegalPaisa does not direct, control or supervise the content of any legal advice.

(d) **NoLegalPaisa as facilitator.** NoLegalPaisa acts only as a facilitator. It provides the platform, matching with Counsel, scheduling, the Case Dialogue Box and payment collection, and settles Counsel's professional fee as set out in the Engagement Agreement. NoLegalPaisa is not a party to the advocate–client relationship and is not responsible for the advice or work product of Counsel. Professional responsibility for the legal services rests with Counsel, subject to clause 7.5.

(e) **Change of Counsel.** If a replacement Counsel is assigned under clause 4.6, a new or amended Engagement Agreement is signed with that Counsel before substantive work continues.

(f) **Order of precedence.** On the professional relationship, the Engagement Agreement prevails. On platform use, billing, allowances and these Plan terms, these terms prevail.

1.5 Definitions:

- **Plan:** the Basic, Standard or Advance plan the Client subscribes to.
- **Billing Cycle:** one calendar month starting on the date of first payment.
- **Week:** Monday 00:00 to Sunday 23:59 IST.
- **Working Hours:** Monday to Saturday, [10:00 to 19:00] IST, excluding national and gazetted holidays.
- **Working Day:** any day with Working Hours.
- **Document Unit:** one draft or one review of one standard legal document, as defined in clause 4.1.
- **Consultation:** one 30-minute live session with Counsel.
- **Legal Check:** the Standard Legal Check (Basic and Standard Plans) or the Custom Legal Check (Advance Plan), each a monthly oral advisory session described in clauses 4.3 and 4.4.
- **Dedicated Offline Work or Offline Hours:** as defined in Section 3.
- **Work Request:** a task the Client asks Counsel to perform using Offline Hours.
- **Case Dialogue Box:** the case-specific messaging thread on the Client's NoLegalPaisha dashboard, which is the official channel for all requests and deliveries.

2. Plan-wise deliverables

Each Plan gives the Client the fixed allowances below per Billing Cycle (or per Week, where stated). Allowances do not carry forward, cannot be exchanged for one another, and have no cash value.

Deliverable	Basic	Standard	Advance
Monthly fee (excl. 18% GST)	₹6,999	₹14,999	₹34,499
Document Units (draft or review) per month	3	6	10
Consultations (30 min) per month	6	10	20
Legal Check (oral, once a month, on request)	Standard Legal Check, [45] min	Standard Legal Check, [45] min	Custom Legal Check, [60] min
Support level	Standard	Priority	Priority
First response to a written query	Within [1] Working Day	Within [4] Working Hours	Within [4] Working Hours
Document draft delivered in	[3] Working Days	[3] Working Days	[3] Working Days
Document review delivered in	[3] Working Days	[2] Working Days	[2] Working Days
Consultation booking notice	[24] hours	[12] hours	[12] hours
Dedicated Offline Work	1 hour per Week	2 hours per Week	[5] hours per

Deliverable	Basic	Standard	Advance
			Week
Revision rounds per Document Unit	[1]	[2]	[2]

The Legal Check session is separate from, and does not use, the monthly Consultations. Turnaround times run from the Working Day after the Client supplies all information and documents Counsel needs. They are targets, not guarantees, except where clause 3.7 gives a make-up right.

3. Dedicated Offline Work

Dedicated Offline Work is Counsel's time reserved each Week for the Client's matters, done in the background without a live call, and delivered in writing through the Case Dialogue Box.

In plain words for clients: Your contracts and consultations cover the work you send us. Offline Hours are extra Counsel time set aside only for your business every week. You can let your Counsel use it to fix your legal foundation, or you can hand over any other legal task you need done that week.

3.1 What "offline" means. "Offline" means work done without a live session with the Client. It does not mean in-person visits, travel, or attendance at any office, court or authority. Consultations are not counted against Offline Hours.

3.2 Weekly allowance. Basic: 1 hour. Standard: 2 hours. Advance: [5] hours. Hours are allotted per Week and reset every Monday.

3.3 Two ways to use the hours.

1. **Proactive work plan (default).** If the Client raises no Work Request, Counsel uses the hours on a plan agreed at onboarding. Examples: website terms and privacy policy, HR and employee policies, NDA and vendor templates, clean-up of existing contracts, fixing the gaps flagged in the monthly Legal Check, and a contract and legal-risk register.
2. **Client Work Request.** The Client may ask Counsel to use the hours on any other task within the scope of VLC. Examples: drafting a reply to a legal notice, a research note on a specific law, a board or shareholder resolution, negotiation emails with a counterparty, reviewing a policy, an extra document beyond the monthly Document Units, or a written summary after a Consultation or Legal Check.

3.4 How a Work Request works.

1. The Client posts the request in the Case Dialogue Box by [Tuesday 12:00 noon] IST for work in that Week. Later requests may move to the next Week.
2. Counsel replies with an estimate of the hours needed, within [1] Working Day.
3. The Client approves the estimate in the Case Dialogue Box. Work starts only after approval.
4. Counsel logs time in [15]-minute increments. The log is visible on the Client's dashboard.
5. Counsel delivers the output in the Case Dialogue Box, normally by the end of that Week.

3.5 When a task needs more hours than the Week has. Counsel will tell the Client before exceeding the estimate. The Client may then (a) split the task across following Weeks, (b) treat it as a separate paid engagement or a fixed quote, or (c) upgrade the Plan.

3.6 Unused hours lapse. Offline Hours not used by Sunday 23:59 IST lapse. They cannot be carried forward, pooled across Weeks or entities, transferred, or converted into Document Units, Consultations, a Legal Check or a refund. Hours are lost if the Client does not respond to Counsel's questions within the Week.

3.7 Make-up hours. If NoLegalPaisa or Counsel fails to make the reserved hours available in a Week for reasons on our side, we will provide the shortfall within the next [2] Weeks.

3.8 Hours are time, not a result. Offline Hours are a commitment of Counsel's time. They do not guarantee that any particular task will be finished within that time, or any outcome.

3.9 What Offline Hours cannot be used for. The exclusions in Section 5 apply. In particular, Offline Hours cannot be used for court or tribunal appearances, filings before authorities, government fees, or work for any entity other than the subscribing Client.

4. Terms for each deliverable

4.1 Document drafting / review (all Plans).

- One Document Unit = one draft **or** one review of one standard legal document of up to [15] pages, between up to [2] parties, under Indian law. Examples: NDA, service agreement, vendor or customer agreement, employment or consultancy agreement, lease or leave-and-licence, MoU, website terms, privacy policy, internal policy, or a legal notice or reply.
- A draft includes a clean document plus a short note on key clauses. A review includes a marked-up copy plus a risk note on one-sided or missing clauses.
- Revisions within the Plan's revision rounds, raised within [15] days of delivery, are included. Further rounds or a change of brief count as a new Document Unit.
- Longer, multi-party, cross-border or specialised documents (for example SHA, SSA, ESOP scheme, franchise, M&A or loan documents) may use [2–4] Document Units, or be quoted separately. Counsel will state the unit count before starting.
- Stamp duty, e-stamping, notarisation and registration are not included.

4.2 Legal Consultations (all Plans).

- Each Consultation is 30 minutes by video or phone through the platform, booked in advance subject to Counsel's availability within Working Hours.
- The Client may book two Consultations back to back for a 60-minute session.
- Rescheduling needs [12] hours' notice. If the Client does not join within [10] minutes of the start time, the Consultation is counted as used.
- Advice given in a Consultation is oral. A written summary or opinion, if wanted, uses Offline Hours or a Document Unit.
- The monthly Legal Check is a separate session and does not use Consultations.

4.3 Standard Legal Check (Basic and Standard).

The Standard Legal Check is a monthly oral session in which Counsel reviews one area of the Client's legal health and flags new legal risks, so problems are fixed before they become disputes. It covers what

an advocate advises on: contracts, people, intellectual property, data, recovery, disputes and business structure. It does not cover statutory compliance, returns or filings, which are the work of CAs and CSs.

(a) Format and frequency. One [45]-minute session by video or phone per Billing Cycle, held only when the Client requests it through the Case Dialogue Box. It is scheduled within [5] Working Days of the request and does not use the monthly Consultations. A Legal Check not requested in a Billing Cycle lapses and does not carry forward.

(b) Before the session. Within [1] Working Day of the request, Counsel posts a short questionnaire and a list of documents for that month's focus area. The Client shares them at least [2] Working Days before the session. Counsel reviews them beforehand; this preparation is part of the Legal Check and does not use Offline Hours.

(c) What happens in the session.

1. **Quick scan.** What has changed since the last check: new contracts, notices received, disputes, key hires or exits, new products or locations.
2. **Focus-area review.** Counsel goes through the month's focus area from the plan in (e).
3. **Risk flags.** Counsel rates each issue found as High, Medium or Low and explains the legal consequence.
4. **Next steps.** Counsel and the Client agree what to fix, who does it, and by when.

(d) After the session. Counsel posts a short list of the agreed action points, up to [10] bullets, in the Case Dialogue Box. This is a record of next steps. It is not a written legal opinion or report.

(e) Monthly legal health plan. Unless the Client asks for a different focus, the Legal Checks follow this 12-month cycle. Counsel may bring forward an area if something urgent comes up.

Month	Focus area	What Counsel looks at	How it helps the business
1	Legal baseline	Business structure, founders' arrangements, who is authorised to sign, key contracts, any pending notice or dispute	A first map of the business's biggest legal risks
2	Customer and sales contracts	Payment terms, liability caps, termination rights, jurisdiction and arbitration clauses, whether documents are properly signed and stamped	Faster collections and fewer customer disputes
3	Vendors, suppliers and outsourcing	Service levels, indemnities, IP and data clauses, lock-in and exit rights	Protection when a vendor fails or overcharges
4	Employees and consultants	Appointment letters, confidentiality, IP assignment, non-solicit, how far non-compete clauses are enforceable under section 27 of the Indian Contract Act, 1872, exit process	Protects know-how and avoids employment disputes
5	Intellectual	Ownership and protection status of the brand name	Makes sure the

Month	Focus area	What Counsel looks at	How it helps the business
	property and brand	and logo, IP created by founders and freelancers assigned to the company, software and content ownership, risk of infringing others	business owns its most valuable assets
6	Data and online terms	Privacy policy, website and app terms, consent and data-sharing practices under the DPDP Act, 2023 and the IT Act, 2000, online selling terms under the Consumer Protection (E-Commerce) Rules, 2020	Lowers exposure to data-protection penalties and user claims
7	Receivables and recovery	Overdue payments and the legal routes to recover them: demand notice, cheque dishonour under section 138 of the Negotiable Instruments Act, 1881, delayed-payment claims under the MSMED Act, 2006, limitation periods	Money recovered before claims become time-barred
8	Consumers and marketing	Refund, warranty and cancellation terms, advertising and product claims under the Consumer Protection Act, 2019, influencer and promotion terms	Fewer consumer complaints and lower misleading-advertisement risk
9	Founders and shareholders	Founders' agreement, vesting, shareholder rights, transfer restrictions, deadlock and exit terms	Prevents founder disputes and keeps documents investor-ready
10	Premises and property	Lease or leave-and-licence terms, lock-in, renewal, stamping and registration of the lease, security deposit	Avoids eviction and property disputes
11	Disputes and risk allocation	Pending notices or cases, indemnities and liability caps across contracts, dispute-resolution clauses, mediation and online dispute resolution options	Lower cost and faster outcomes when disputes arise
12	Annual legal review	Risks flagged during the year, what was fixed, what is still open	Clear legal priorities for the next year

(f) What the Standard Legal Check does not include.

- Statutory compliance tracking, returns or filings under company, tax, GST, labour or licensing laws. These are CA and CS services, available separately on NoLegalPaisa.
- A written legal opinion or report.
- Drafting or redrafting documents. This uses Document Units or Offline Hours.
- Audit, due diligence, or verification of records with any authority.
- Representation before any court, tribunal or authority.

(g) Fixing what is found. Drafting needed to close a gap, such as an IP assignment, a revised customer contract, a privacy policy or a demand notice, uses Document Units or Offline Hours. Other work is quoted separately.

(h) Responsibility. Advice is based on the facts and documents the Client shares and the law on the session date. Decisions and their implementation remain with the Client.

4.4 Custom Legal Check (Advance only).

The Custom Legal Check is a monthly oral strategy session with the Client's founders or management. It includes everything in the Standard Legal Check, tailored to the Client's sector, deals and growth plans. The Standard check asks "where are we legally exposed today?" The Custom check also asks "what legal risks come with where the business is going, and what should we fix first?"

(a) Format and frequency. One [60]-minute session by video or phone per Billing Cycle, held only when the Client requests it through the Case Dialogue Box. It is scheduled within [3] Working Days of the request and does not use the monthly Consultations. Founders, directors or senior managers may attend. A Legal Check not requested in a Billing Cycle lapses and does not carry forward.

(b) Onboarding (first Billing Cycle). Counsel studies the Client's business model, the laws governing its sector, its top [10] contracts, investor documents and any pending disputes. Counsel then sets up a Legal Risk Register and a 12-month legal plan built for the Client, in place of the standard cycle in clause 4.3(e).

(c) What is covered. Each session covers the items below that matter to the Client that month.

Component	What Counsel does
Standard Legal Check	The quick scan and a focus-area review, as in clause 4.3, in an order set for the Client
Sector law review	Explains the legal framework governing how the business operates and where it is exposed. Examples: RBI digital lending rules for a lending fintech, the Drugs and Cosmetics Act, 1940 for a cosmetics brand, the Food Safety and Standards Act, 2006 for a food business, the Consumer Protection (E-Commerce) Rules, 2020 for a marketplace. Registrations and filings are excluded
Key contract portfolio	Reviews the top [10] contracts together for exposure, exclusivity, change-of-control, renewal, exit and termination rights
Investor and shareholder rights	Explains obligations under the SHA, SSA and ESOP plan: consent matters, information rights, founder lock-in, non-compete, transfer restrictions
Fundraising and deal readiness	Identifies the legal clean-up needed before raising money or signing a big deal: IP assignments, founder documents,

Component	What Counsel does
	material contracts, open claims, key term-sheet points
Growth and expansion	Advises on the legal structure and contracts needed for a new product, city or state, franchise, joint venture, partnership or export
Dispute strategy	For pending notices or cases: the options, whether to settle or contest, mediation, arbitration or online dispute resolution, and a rough cost and time view. Conducting litigation is excluded
People strategy	Senior hires, ESOP grants, restrictive covenants and the exit of key people
IP strategy	What to protect and how, licensing in or out, and protecting the brand in new markets
Legal Risk Register	Counsel maintains it; each risk is rated High, Medium or Low with an owner and a next step, and is reviewed in every session
Legal roadmap	The legal priorities for the next 30 and 90 days, tied to the Client's hiring, fundraising or expansion plans
Law-change watch	New laws, rules or court judgments from the month that affect the Client, and what they mean for it

(d) After the session. Counsel posts the updated Legal Risk Register (each risk with its High, Medium or Low rating) and the 30- and 90-day action points in the Case Dialogue Box. This is a short record of the advice. It is not a written legal opinion or report.

(e) What it does not include. Everything excluded in clause 4.3(f) and Section 5. Counsel advises the founders and board but does not act as a director, key managerial person, compliance officer or authorised signatory. Decisions and their implementation remain with the Client.

(f) Fixing what is found. Drafting uses Document Units or Offline Hours. Transaction documents such as an SHA, SSA or ESOP scheme may use several Document Units under clause 4.1. Due diligence and regulatory applications are quoted separately.

4.5 Priority Support (Standard and Advance).

- The Client's queries and document requests go ahead of standard-support queues, with the response and delivery times in Section 2.
- Priority applies within Working Hours only. Urgent same-day work outside these times is at Counsel's discretion and may be charged separately.

4.6 Dedicated counsel and continuity. One primary Counsel is assigned at onboarding. NoLegalPaiza may assign a replacement or bring in a specialist from the network for leave, conflict, or expertise

reasons, with notice to the Client, and clause 1.4(e) applies. The Client may request a change of Counsel [once per quarter].

4.7 AI-assisted drafting. First drafts may be prepared with NoLegalPaisha's AI assistant, Rajah. Every output delivered to the Client is reviewed and approved by Counsel.

5. Exclusions and out-of-scope work

The following are not part of any Plan, whether through Document Units, Consultations, the Legal Check or Offline Hours. NoLegalPaisha may quote for them separately, at [a __% subscriber discount].

- Litigation, appearance or representation before any court, tribunal, arbitral tribunal, consumer commission, police or regulator.
- Statutory compliance tracking, returns and filings under company, tax, GST, labour and licensing laws. These are the work of CAs and CSs and are offered as separate NoLegalPaisha services.
- Filings, registrations and applications before any authority (for example trademark, ROC changes, GST, licences), and all government fees, stamp duty, court fees and notary charges.
- Accounting, bookkeeping, tax return preparation, statutory, tax or secretarial audits.
- Written legal opinions, except where prepared using Document Units or Offline Hours.
- Full legal or financial due diligence for an investment, acquisition or loan.
- Advice on the laws of any country other than India.
- In-person meetings, site visits and travel.
- Work for any person or entity other than the subscribing Client, including group companies, founders' personal matters and the Client's customers, unless agreed in writing.
- Any matter where Counsel has a conflict of interest, or any task that is unlawful, unethical or contrary to the Bar Council of India Rules. Counsel may decline such work.

6. Client obligations, billing, renewal and cancellation

6.1 Client obligations. The Client will (a) give complete and accurate information and documents, (b) name one point of contact authorised to give instructions, (c) send all requests through the Case Dialogue Box, and (d) reply to Counsel's questions promptly. Delays caused by the Client do not extend allowances or turnaround times.

6.2 Single entity, fair usage. A Plan covers one legal entity. Allowances are for the Client's genuine, ongoing business needs. NoLegalPaisha may review usage and re-scope, pause or decline service where usage is excessive, automated, abusive or outside the Plan's scope.

6.3 Fees and GST. Fees are payable monthly in advance. GST at the applicable rate (currently 18%) is charged extra. A tax invoice is issued for each Billing Cycle.

6.4 Auto-renewal and late payment. The Plan renews automatically each Billing Cycle until cancelled. If payment is not received within [7] days of the due date, service is suspended until payment. Suspended days are not added back.

6.5 Upgrades and downgrades. An upgrade takes effect immediately on payment of the pro-rata difference for the rest of the Billing Cycle. A downgrade takes effect from the next Billing Cycle.

6.6 Cancellation. The Client may cancel by written notice through the dashboard at least [7] days before the next Billing Cycle. Service continues until the end of the paid Billing Cycle. [Advance Plan: minimum term of 3 Billing Cycles.]

6.7 Refunds. Fees for a Billing Cycle in which any deliverable has been used are non-refundable. If no deliverable has been used within [7] days of the first payment, the Client may cancel for a full refund less payment-gateway charges. All other refunds follow the [Refund & Cancellation Policy](#).

6.8 Termination by NoLegalPaisha. We may terminate on [15] days' notice, or immediately for non-payment, misuse, abusive conduct towards Counsel, or illegal instructions. Fees for unused, prepaid Billing Cycles will be refunded where termination is not due to the Client's breach.

6.9 Changes to these terms. We may change these terms or Plan pricing with [30] days' notice. Changes apply from the next Billing Cycle after the notice period.

7. Confidentiality, data, liability and disputes

7.1 Confidentiality. Counsel and NoLegalPaisha keep the Client's information confidential, subject to the professional-communication protections under the Bharatiya Sakshya Adhiniyam, 2023 and the Bar Council of India Rules. Disclosure is made only where required by law or with the Client's consent.

7.2 Personal data. NoLegalPaisha processes personal data under the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000 and its [Privacy Policy](#). The Client confirms it has the right to share any personal data contained in documents it uploads.

7.3 Ownership of work. On full payment, the Client may use all documents delivered to it for its own business. NoLegalPaisha and Counsel keep the right to reuse general know-how and anonymised templates.

7.4 No guaranteed outcome. Legal advice reduces risk; it cannot remove it. No commercial, regulatory or dispute outcome is guaranteed. Advice is based on the facts and documents the Client provides and the law as on the date given.

7.5 Limitation of liability. To the extent allowed by law, the total liability of NoLegalPaisha and Counsel for any claim under VLC is limited to the fees paid by the Client in the [3] months before the claim. Neither is liable for indirect or consequential loss, including loss of profit, business or data. Nothing limits liability for fraud or wilful misconduct.

7.6 Force majeure. Neither party is liable for delay caused by events beyond its reasonable control, including outages, natural disasters, government action or court closures.

7.7 Grievances. Complaints go first to the Grievance Officer under the [Grievance Policy](#), who will acknowledge within [48] hours and resolve within [30] days.

7.8 Governing law and disputes. These terms are governed by the laws of India. Unresolved disputes are referred to a sole arbitrator under the Arbitration and Conciliation Act, 1996, seated at [Mumbai], in English, and may be conducted online. Subject to this, the courts at [Mumbai] have exclusive jurisdiction.

8. Right to change and update these terms. NoLegalPaisa reserves the right to change, update or replace these terms, the Plan features, allowances and pricing at any time, to reflect changes in law, regulation, its services or business needs. Updated terms will be published on nolegalpaisa.com and notified to subscribed Clients through the dashboard or by email at least [30] days before they take effect, and will apply from the next Billing Cycle after that notice, as set out in clause 6.9. Changes required by law may take effect sooner. A Client who does not accept the updated terms may cancel before they take effect under clause 6.6. Continued use of the service after the effective date means the Client accepts the updated terms.