

“Terms of Interaction”

These Guidelines of the Internet and Mobile Association of India (IAMAI) are applicable to all the Agencies who are registered as members of IAMAI & all such member Agencies hereby agree to abide by these Guidelines:

Agency Shifting Process

1. Every member Agency shall provide No-objection / No-dues Certificate to its Client as & when their services conclude, agreement terminates & when the Client has cleared all the outstanding dues towards the services provided by the member Agency.
2. Every member Agency, before onboarding any prospective Client, shall seek / demand No-objection / No-dues Certificate, shared by the previous Agency with such prospective Client (as mentioned in rule 1 above).
3. Member Agencies agree not to initiate / start work with any Client without having a No-objection / No-dues Certificate (as mentioned in rule 1 above) in place, to avoid any further non-payment and / or financial issues from the Clients.

Financial Health Check of Clients

4. Every member Agency shall run a thorough back-ground check of the financials of prospective Client by way of an audit of the latest 3 year’s balance-sheet & turnover of such prospective Client, before signing Client-Service Agreement.
5. Link to these IAMAI Guidelines shall be incorporated in every service contract between the member Agency and Client.
6. Proper documentation such as signed contracts, Purchase Orders, etc. should be there before initiating services and / or execution of the campaigns mentioned in the contract / PO. Only email approvals of campaigns should not suffice as a go-ahead for the agencies to start the campaign execution.

A Purchase Order (PO) issued by the client should mention:

- Agency name
- Client name
- Services taken
- Amount / fees
- Duration
- Payment terms
- Reference to IAMAI guidelines

Insurance and Payment Terms

7. We will recommend agencies to take insurance to cover the costs of the campaign in case of defaults by advertisers. IAMAI will empanel insurance providers from which agencies can take insurance services. If the advertiser is not found creditworthy by the insurer, then advertisers may have to pay in Advance for the campaigns to the agencies.
8. Proper credit terms should be followed for clients as per the terms defined for the sectors in IAMAI BNPP (Billing and Payment Process).
9. For all the end-Clients consistently defaulting on payments of any member Agency, a separate 'Defaulters List' will be maintained with the IAMAI Publishers - Agencies Subcommittee and AAAI - IAMAI Publishers - Agencies Subcommittee for all the member Agencies to refer.

Mediation Panel

10. In case of any issue between Client, member publishers and member agency, the same shall be resolved between the parties amicably. If a resolution can not be achieved, the dispute can be referred to IAMAI Mediation Panel. Such a dispute shall be intimated to IAMAI within 30 days from the date on which any communication regarding such dispute is initiated. IAMAI reserves its right to mediate to resolve such disputes as deemed necessary.

New Employee Onboarding

11. Member Agencies hereby agree to do a background check of Employee before hiring, in the format provided under HR Group Guidelines by IAMAI.