



## **Website Design and Development Terms and Conditions**

### **Definitions:**

**The Client:** The company or individual requesting the services of ViaPocket Solutions.

**ViaPocket Solutions:** Primary designer/site owner & employees or affiliates.

**Acceptance:** By placing an order with ViaPocket Solutions you confirm that you are in agreement with and bound by the terms and conditions below.

### **1. Procedures:**

ViaPocket Solutions strictly follows some procedure pre-during and post the project that includes:

- a) Sharing proposal with client of the desired services the client wants ViaPocket Solutions to offer.
- b) The client completes requirement form online or offline (whichever way ViaPocket Solutions wants the client to do so)

### **2. Authorization**

The named client is engaging ViaPocket Solutions, as an independent contractor for the specific web design development project of developing and/or improving a web site, herein after referred to as "web design development project" which may be installed on the client's account on an Internet Service Provider (ISP) / Web Presence Provider (WPP) computer, hereinafter refer to as "Hosting Service" if required to perform services. If required to perform services the client hereby authorizes ViaPocket Solutions to access this account and authorizes the Hosting Service to provide ViaPocket Solutions with "full access" to the client's account and any other programs needed for this web design development project that are included as part of the client's service agreement/level.

### **3. Acceptable Use**

An acceptable use policy is part of these terms and conditions of hosting any information associated with the domain name. This is necessary because the proliferation of abusive electronic mail and practices generated by a minority of the Internet users can interrupt services. The exhibit with the description of the acceptable use policy is posted on our website and the exhibit is part of these terms and conditions.

### **4. Copyright and Trademarks.**

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to ViaPocket Solutions for inclusion in the web design development project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend ViaPocket Solutions and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

### **5. Completion Date.**

ViaPocket Solutions the client must work together to complete the web design development project in a timely manner. We agree to work expeditiously to complete the web design development project no later than committed days and minimum of 15 days after the client has submitted all necessary materials. If the client does not supply ViaPocket Solutions with complete text and graphic content for this web design development project within committed days of the date of project confirmation, the entire amount of the agreement becomes due and payable. If the client still has not submitted all the required contents

within 30 days after starting the project, an additional continuation fee of 15% of the total agreement price can be assessed for each month until the web design development project is published. All our service that we provide during the project of the client is clearly being mentioned in the contract with the client. We do not provide any service apart from the contract if we do then we charge for the same. If there is any kind of delay from client side after the commencement of the project then ViaPocket Solutions will not be held responsible and will not be liable to complete the project on time.

#### **6. Project Delivery.**

The web site design project delivery shall be completed upon receipt of the payment associated with delivery. Delivery may be accomplished by publishing, electronic transfer, or physical media.

#### **7. Publishing:**

If the Project Delivery includes publishing, ViaPocket Solutions will make a good faith effort to accommodate client's requested method of publishing. In the event ViaPocket Solutions is not able to accommodate the request method of publishing the following statements apply. ViaPocket Solutions may use WEBDAV, FTP, SFTP or SCP to publish to the site. ViaPocket Solutions provides single preview on its sub domain after the completion of the project, the website will be switched to Live Mode once the Clients remaining balance is paid in full.

#### **8. Electronic Commerce Laws.**

The client agrees that the client is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend ViaPocket Solutions and its subcontractors from any claim, suit, penalty, tax or tariff arising from the client's exercise of Internet electronic commerce.

#### **9. Web Design Development Project Copyright.**

Original web site content specifically requested by the customer and designed under work for hire shall be the intellectual property of the customer once final payment under this agreement and any additional charges incurred have been paid. Rights to clipart, photos, graphics, source code, work- up files and computer programs that are not specifically requested and designed under work for hire are not transferred to the client, and remain the property of their respective owners. ViaPocket Solutions and its subcontractors retain the right to display graphics and other web design development elements as examples of their work in their respective portfolios ViaPocket Solutions shall place a small text link on the footer of a Clients website that simply states the website was designed by ViaPocket Solutions and links to our company website.

#### **10. Payments.**

Payments must be made promptly based on the agreed schedule. Delinquent bills may be assessed an INR 500/- charge if payment is not received within 10 days of the due date. If an amount remains delinquent 15 days after its due date, an additional 15% penalty may be added for each month of delinquency.

ViaPocket Solutions reserves the right to remove any web design development project from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. Regardless of the place of this agreement, the client agrees that for purposes of venue, this agreement was entered into in Kolkata, INDIA and any dispute will be litigated or arbitrated in Kolkata, INDIA. Please pay on time. All payments will be made in INR ₹ funds unless agreed upon in writing by both parties.

**Typical down payment structure may be as follows:**

a) 100% of web design development projects at the time before commencement of work.

#### **11. Refund Policy**

The Client acknowledges that initial payment of the commencement deposit (as described elsewhere) shall be non-refundable and shall be in consideration of the initial administrative actions taken by ViaPocket Solutions.

#### **12. Legal Notice**

ViaPocket Solutions does not warrant that the functions contained in the web design development project will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design development project is with the client. In no event ViaPocket Solutions be liable to the client or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web design development project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or site visitor's computer or Internet software, even if ViaPocket Solutions has been advised of the possibility of such damages.

#### **13. This Agreement**

This agreement constitutes the sole agreement between ViaPocket Solutions and the client regarding this web design development project. Any additional work not specified in this contract must be authorized by a written request. All prices specified in this contract will be honored for 15 days from date offered.

Acknowledgement of agreement after that time will require a review of current pricing and new agreement. This agreement supersedes any prior written or oral agreements between the parties.

#### **14. Waiver of Contractual Right.**

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

#### **15. Data Formats**

The client agrees to ViaPocket Solution's definition of acceptable means of supplying data to the company. Text is to be supplied to ViaPocket Solution in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail / FTP. Images which are supplied in an electronic format are to be provided in a format as prescribed by ViaPocket Solutions via CD-ROM, or e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and ViaPocket Solutions will not be held responsible for any image quality which the client later deems to be unacceptable. ViaPocket Solutions cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, color correction and alteration of images.

#### **16. Database, Application and E-commerce development**

ViaPocket Solutions cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Where applications or sites are developed on servers not provided ViaPocket Solutions, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment. The client is expected to test fully any application or programming relating to a site developed by ViaPocket Solutions before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, ViaPocket will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

### **17. Third Party Service**

In case of any third party services that have been integrated in the website developed by ViaPocket Solutions, Viapocket is only responsible for development/integration of the third party services as agreed during the project confirmation. In no circumstances Viapocket will take any responsibility for data loss, misuse of services, non-availability of services, activity made by third party service provider. Communication with the third party vendor should be made by the client side only. ViaPocket can guide the client but only in case of receiving the issue in written format. Any other format of the communication will not be accepted as valid communication.

### **18. Website Maintenance**

This agreement allows for minor web site maintenance to pages over a defined period mentioned in agreement, up to an average of one half hour per regular web site, including updating lines and making minor changes to a sentence or paragraph. It does not include updating or replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, and navigation structure changes, attempted updates by client repairs or web design development projects delivered to the client via diskette. The period begins on the date the client's web design development site has been published to client's hosting service or from the delivery date mentioned in the agreement by ViaPocket Solutions, whichever comes first. If the client's web design development package includes database access using Server Side Script, then very minor page code changes will be accepted under this maintenance plan. Major page code and/or database structural changes will be charged extra as per the current rate.

ViaPocket Solutions reserves the right to refuse service to anyone requesting changes or modification of web pages for illegal purposes, inappropriate or offensive purposes or any other purpose that in our opinion is inappropriate.

**2.1** Information and text contained within the web pages shall be authored by the User and submitted to ViaPocket Solutions in final format if the information and text submitted is not in final format and contains spelling, grammatical errors etc. ViaPocket Solutions may charge the User for additional time needed to correct the errors that should have been corrected before submission. ViaPocket Solutions may make recommendations regarding the content of the web pages; however, the User shall make the final decision and approve the content of the web pages. If there is any kind of delay from client side after the commencement of the project then ViaPocket Solutions will not be held responsible and will not be liable to complete the project on time.

**2.2** ViaPocket Solutions website maintenance services constitute changes to the current website and its existing web pages using the current web site theme

There are three kinds of maintenance:



- 1) Maintenance after web site installation
- 2) Maintenance due to changing needs;
- 3) Maintenance due to recurring needs

Maintenance due to changing needs may include minor or major changes to the website. Major changes include additional information/graphics, rewording of pages and changes to graphics due to changing needs. Major changes that affect the entire website will require a new project agreement.

Minor changes are changes that do not affect the entire website. Maintenance due to recurring needs includes publication of news reports, press releases, current events, schedule of events, etc.

**2.3** ViaPocket Solutions maintenance of a website may include one or more of the following that are the result of recurring needs and minor changing needs:

Text changes (such as news, press releases, current events, scheduled events, re-wording of text etc)

Simple maintenance and/or addition of graphics provided by the User to an existing web page (up to 1 hour of work or as specifically confirmed within the sales order). Major changes in graphics layout in an existing website shall be considered a new project.

**2.4** Examples of what is not covered under website maintenance:

- Training – unless previously agreed in writing;
- Heavy image work and editing, including logo design or redesign;
- Flash animation creation or editing;
- New pages or site sections which do not share the existing site design;
- Major structural or graphical changes that would affect the appearance of the website;
- E-commerce major customization;
- Video editing

### **19. Subscription Period**

A User may stop using ViaPocket Solutions Website Maintenance services by giving ViaPocket Solutions one month's notice in writing.

In case of Special Promotional offer subscription period may change according to the offer.

**2.6** ViaPocket Solutions aims to make requested changes in the website within 48 hours (Working Days) However; there can be no guarantee that the User's entire request can be completed within 48 hours.

ViaPocket Solutions will endeavor to inform the User as soon as possible if changes were likely to take more than 48 hours.

### **20. Ownership and License of Deliverables**

ViaPocket Solutions own all source code and materials developed or created by its staff during any project.

Upon payment of all amounts due, ViaPocket Solutions Website Maintenance grants the User a perpetual, non-exclusive, non-transferable license to use the Deliverables and materials developed by ViaPocket Solutions herein for all the Users marketing and advertising needs, but only for the User's own use. The Deliverables and other materials and the ADM Computer Website Maintenance system may not be sold, transferred or used except as provided herein or with the written permission of ViaPocket Solutions.

### **21. Confidentiality**



ViaPocket Solutions will need access to certain confidential information of the Users company, sometimes including future plans, business strategies and other proprietary information (collectively, the “Confidential Information”). ViaPocket Solutions agrees that it will take every reasonable step to ensure that Confidential Information is not divulged, disclosed or communicated to any third party without the prior written consent of the User. Confidential information shall not include information previously known to ViaPocket Solutions Website Maintenance, properly received from a third party or in the public domain.

### **22. No Limit on ViaPocket Solutions Website Maintenance Engagements**

The User shall agree that any agreement entered into does not prevent ViaPocket Solutions from providing similar services to other clients using the general marketing concepts and the know-how and experience gained hereunder or from developing/maintaining products or services which might be competitive with the deliverables and materials provided by ViaPocket Solutions.

### **23. Non-payment by User**

In the event of non-payment by the User, ViaPocket Solutions reserves the right to discontinue services.

### **24. Unprofessional Conduct**

Viapocket Solutions reserves the right to refuse service to, or communication with, the client should the Client engage in unprofessional conduct with Viapocket Solutions or its subcontractors. Unprofessional behaviors may include but are not limited to profanity, discrimination, harassment, threats of slander, libel or blackmail, direct solicitation of its employees, or unethical practice. If a Client engages in any of these or other unprofessional practices, Viapocket Solutions has the full right to halt work immediately and resolve unfinished work as per the Refund Policy.

### **25. Entire Agreement**

All terms contained within this document supersede any prior written or oral agreements between the parties.

1. Simple navigational changes (up to 1 hour of work per site only). Major navigational changes shall be considered a new project.
2. Simple page design changes (up to 1 hour of work per site only). Major page design changes shall be considered a new project.
3. Addition of new pages as links from an existing page and not as links that will change the navigation of the web site. The addition of new pages shall follow the current website theme.

### **26. Amendment**

This agreement may be modified or amended as required by ViaPocket Solutions.

**NOTE:** YOUR SIGNATURE ON A PRINTED COPY OF THIS AGREEMENT IS NOT REQUIRED. YOUR USE OF OUR SERVICES SHALL CONSTITUTE A VIRTUAL SIGNATURE, HAVING THE SAME FORCE AND EFFECT AS IF YOU HAD ACTUALLY SIGNED A PRINTED COPY OF THIS AGREEMENT.