



OUR TERMS AND CONDITIONS

Please read these Terms and Conditions carefully as they will form a contract between us and you; Your acceptance of which is agreed from the moment you sign our Hosting Agreement, Website Design Agreement, Website development Agreement, SEO Agreement Or Support Agreement.

We have tried to keep these Terms and Conditions brief, easy to understand, and as Straight forward as possible. If you have any questions however, please do not hesitate to Contact us.

Terminology:

You ('The Client')

Us (Nextwebi, and hereinafter referred to as 'the Company')

The Project the body of work that is being undertaken, normally consisting of several Connected parts, such as consultation, Graphic design, Website Design, website development, SEO and/or hosting.

What do both parties agree to?

i. The Client agrees to:

- i. Provide the Company, within a reasonable timescale, everything that is requested from You to complete the Project including Text, images and other information.
- ii. Provide the Company with text and images in the format as stated below (see Photographs and images)
- iii. Review the Company's work, provide feedback, and signoff Approval in a timely Manner.
- iv. Make every effort to adhere to all agreed deadlines.
- v. Adhere to the payment schedule laid out on our prices page or agreed separately for bespoke work.
- vi. Advise, in advance, of any confidential information to be presented by email, written, or Verbally, between both parties. Also, for this to be marked as 'confidential' in the Subject of the email, or clearly on any written documents.
- vii. Provide a minimum of one months notice in writing, or by email should you wish to Cancel any contract.

ii. The Company agrees to:

- i. Carry out services in a professional and timely manner.
- ii. Make every effort to adhere to any deadlines agreed between us and you.
- iii. Make a reasonable number of revisions to the design, layout, colors' etc, until you are



Satisfied with the design concept or such time as both parties feel an agreement is Likely to be reached but no more than 2 major revisions. Additional revisions or design Work outside the scope of the project will be charged separately.

iv. Endeavour to complete requested website revisions or updates within 48 hours, Wherever possible. Revision entitlement per month is dependent on your support Package – out on our prices page

v. Maintain up to date skills and knowledge through regular training and research.

vi. Contact you before the end of the first 12 month period, to discuss the various options Open to you for continuing website maintenance and support and/or hosting.

iii. Website Design :

i. All websites are developed to work primarily across all major browsers and platforms Including other devices such as mobile phones and touchpad's. However, the Company Cannot guarantee complete and/or long term compatibility across every major browser, Platform or handheld device due to updates/upgrades by their respective vendors.

ii. The Company cannot guarantee compatibility in old or redundant browser software.

iii. Database, Application and E-Commerce Development:

i. Nextwebi 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.

ii. Where applications or sites are developed on servers not provided by Nextwebi, 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.

iii. The client is expected to test fully any application or programming relating to a site developed by Nextwebi before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Nextwebi will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

iii. SEO:

i. Nextwebi 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.

ii. Where applications or sites are developed on servers not provided by Nextwebi, 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.

iii. The client is expected to test fully any application or programming relating to a site developed by Nextwebi before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Nextwebi will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

1. Nextwebi will provide some recommendations at the end of the gap analysis Stage. All input provided need to be incorporated in order to get indexed.

2. Should there be more than 40 Man Hours of development effort involved as part of This service; Nextwebi would bill the customer on a time and material basis.

3. Nextwebi would need FTP Access for the current site of the customer.

4. Search engine optimization will only refer to organic growth and will take a Minimum of 4- 6 weeks to implement.

5. Search engine Marketing would bring more immediate results, should the customer So require. This is a completely separate activity to SEO and is not related to the Sub activities connected to SEO.

6. Nextwebi does not guarantee immediate results or top positions in less than 6 months.

7. Only if all of nextwebi recommendations are accepted will there be a positive Impact on the SEO activities. Failure to comply with even some of them would Mean not proper indexing and nextwebi would not be responsible, should this Be the case.

8. Service taxes if any would be extra.

9. A 60 day advance notice is required for termination of the contract.

10. Terms of Payment

- a. Invoices will be raised based on agreed payment schedules highlighted earlier
- b. All payments to be made at the beginning of every month.

11. It is important that company receive any information (content) requested within 3-4 Business days in order to stay on schedule.

12. It is important that company have FTP access to your hosting server and they Are willing to resolve any server problems promptly.

13. It is important that company have access to any web statistics software for Your website, your Google campaign, etc.

14 WE cannot guarantee a definite number of hits per day, but We are confident you will See a dramatic increase in your online marketing efforts, but you may have to be Patient, results do not happen the day after the website is complete.

15. Prompt payment is required according to the schedule.

16. If the project is in progress and then cancelled, the funds paid up until that time are Non refundable.

17. No web applications or web scripting are included in this project, if you wish To receive these services they must be discussed separately.

18. Force Majeure: As applicable for the Software Industry.

19. The above costs do not include cost of travel, boarding and lodging that might Be incurred during the system study, design and implementation phases. These Expenses will be charged to the client on actual expenses incurred, if any.

20. The costs do not include the hardware costs and also do not include the costs of The backend databases/software that will have to be purchased to support the Development.

21 This project cost will include nextwebi services for up to 6 months from the start Date. After that time you may elect to continue to improve your online marketing program via My services at a rate determined at that time or terminate them. The website Will start producing results within 5-6 months of finalization and full results will not be realized until 6-9 months.

iv. **Payments and Contract Lengths:**

i. All payment schedules can be found on our prices page or will be agreed separately for bespoke work.

ii. The company has the right to charge the client up to 85% of the total web development Costs, should the client cancel the website agreement after the design concepts have Been agreed but prior to the website going live. The scale of the charge will be Dependent on what stage the project is at when the cancellation takes place.

iii. Once the site goes live any early cancellation of your standing order during the first 12 Months will be deemed a break in contract. In this case you would be liable for the Balance of the contract to be paid with immediate effect plus a admin fee (The Admin fee covers time taken to discover the cancellation, generating an invoice and Posting)

iv. Alterations to standing order mandates to reflect new or changed contracts are the Sole responsibility of the client. Overpayments to the Company as a result of not

Updating a standing order mandate will not be reimbursed to the Client. Underpayments or missed payments, however, shall be backdated to the point at Which the underpayment or missed payment was discovered and the Client shall be Responsible for bringing their account up to date within a reasonable period of time.

v. Contract lengths are normally 12 months unless agreed beforehand between the Clients And the Company. The Company requires a minimum 30 days notice to cancel a Support or hosting contract.

v. Photographs and Images:

i. Any images or photographs that you supply should be in digital format, usually no Smaller than 1024x768 pixels, with a suitable resolution that will allow them to be Resized and used on screen. Traditional paper photographs requiring scanning are Acceptable, however, there may be additional costs incurred due to time spent Scanning and retouching the images. This depends entirely on the project and the Number of images involved.

ii. Any images that the company are asked to obtain from third party photographers or Stock photography will be charged as an additional cost.

iii. The Client guarantees that any elements of text, graphics, photos, designs, Trademarks, or other artwork furnished to the Company for inclusion in their website, or Other design, 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, Indemnify and defend the Company and its subcontractors from any liability (including Solicitors fees and court costs), including any claim or suit, threatened or actual, Arising from the use of such elements furnished by the Client.

iv. Evidence of ownership or permissions may be requested by the Company.

vi. The Copyright:

i. After the initial 12 month period, copyright is automatically assigned as follows:

ii. The Client will own, or have express permission to use, the text files, images, graphics And any visual elements, video or sound bites, that you may have sent to us to use in Connection with the project.

iii. The company will maintain copies of all the files used in connection with your project And if you require a disc copy of all the files used in connection with your project, then The company will be happy to supply this to you. Copies of the website files are Maintained by us for a reasonable time (usually at least one year), and if you are Hosting with us, then files are maintained both locally and on external servers.

iv. The copyright to the markup, CSS files, other code that may have been used by us for You or certain images that the company may have supplied to or for you are licensed



To you in connection with this web design project, and will be licensed solely to the Domain name on which the website files reside. If you own the domain name, then you Own the copyright.

v. At the bottom of the website page(s) after payment has been completed, usually it will Say Copyright and the name of your business or company. The company does however Reserve the right as the Company responsible for the design and/or development to Place a small and unobtrusive link at the bottom of your website, thereby not hindering Or distracting from your own website design.

vi. As the design company the company also reserve the right to display and link to your Completed project as part of our portfolio, and to write about the project on other web Sites, in magazine or ezine articles, books, written or digital publications of any design And source. Please inform us in advance of the website going live if you DO NOT want Us to add your site to our portfolio of work.

vii. Hosting:

i. To ensure superior levels of reliability and performance, all our clients' websites are Hosted on a high speed, state of the art managed dedicated server which utilizes a Guaranteed minimum uptime service availability level of 99.95%. Details of the exact Specifications of our servers are freely available to all our clients and will be given upon Request.

viii. Liability:

i. The company will not be held liable for any missed launch date or deadline, if the Client has been late in supplying materials, or has not approved or signed off work onetime, At any stage.

ix. Confidentiality:

i. The Company adheres to all national and EU data protection, data transfer, data Retention, and confidentiality regulations and always stores data sent to us in a secure Manner within our security policy.

x. General:

i. A website will not launch until a standing order or BACS payment has been set up, Unless special agreement has been reached in advance.

ii. Additional costs for extra features and/or additional design costs, not covered by our Standard packages will be agreed and invoiced before the website goes live. See For a list of charges.

iii. If the Client does not respond to the Company's request to discuss or choose ongoing Support options, the client will automatically be placed on what the company feels is The most appropriate support package.

iv. A small admin fee is payable for switching the client to another hosting provider.

v. Hosting only clients, will be charged at our normal hourly rate for any further changes Or updates to their website.

vi. There may be an additional fee for any design changes requested after the initial Agreed design has been signed off.

vii. The Company is not responsible for writing or inputting any text copy unless this has Been specified by the client.

viii. If you are hosting the website elsewhere, the Company cannot guarantee that the Website is fully compatible with all hosting provider's server operating systems, Especially any contact forms, database driven websites, etc.

ix. If the website is to be hosted elsewhere, then you will still pay the same monthly fee As agreed.

x. The company does not offer any technical support for any other web site hosting Company that you may choose (if you elect not to host the website with us).

xi. The company cannot guarantee that the functions contained within any web page (or Part of your website design), will always be error free, and therefore the company will Not be liable in any way whatsoever to you for any third party damages, including lost Profits, lost savings, or other incidental, consequential or special damages arising out Of the operation of or inability to operate this web site and any other web pages, even if You have advised us of the possibilities of such damages.

xii. If any provision of this agreement shall be unlawful, void, or for any reason Unenforceable, then that provision shall be deemed severable from this agreement and Shall not affect the validity and enforceability of any remaining provisions. Just the same as a fine, you cannot transfer this contract to anyone else without our Consent or permission.

xiii. This contract remains in force and need not be renewed.

xiv. Although the company have tried to keep this contract language simple, the intentions Are serious, and the contract is a legal document under the exclusive jurisdiction of Law and Courts.

Changes to these Terms and Conditions:

Nextwebi reserves the right to add, delete, or modify any provision of these Terms And Conditions at any time without notice. Failure to receive notification of a change does not Make those changes invalid.



11. Payment for services

- **Payment:** At the start of the development process for your company website, you Need to pay us 50% of the total development costs, the remaining balance of 50% Will be given upon the completion of the website. We will start the development Immediately upon receiving of the initial payment.

- **Mode of Payment:** Client can give us directly their payment or can use the Following bank information for payment of any services we offered.

Bank Name - IDBI bank

Account Name: NEXT WEBI, A/C Number: 0693102000008778
IDBI Bank (Kormangala Bangalore), IFSC CODE : IBKL0000693

After the payment, send us the scan copy of the deposit slip through Email or call the phone number listed below to inform and notify us.

info@nextwebi.com

Mobile: +91 900.837.2466

Payment Gateway.

We are using Atom payment gateway client can use their credit card, debit card internet banking. Option to pay online or invoice based payment.

Service Charges.

As per Indian government regulations some of the payment requires service tax. The client will be informed by mail for such payments.

Online payments

All payments of Nextwebi invoices using the online payment facilities are subject to the following conditions.

1. When you complete the online payment form, funds will be deducted from your cards, Debit card account in the selected currency.
2. Due to the way transactions are processed by the external banking sites, there may be delays of 1-3 days in updating your payment in Nextwebi's records.
3. Payments are deposited to Nextwebi bank account.
4. Online payments are secure:
 - o Payments will be processed directly by the Payment Gateway.
 - o Credit card numbers are protected with a high level of encryption.
 - o Nextwebi does not have access to your credit card details.
5. Confirmation:
 - o If successful, we will confirm that your payment was completed.
 - o If unsuccessful, we will advise that your payment has failed. Nextwebi will not be advised why a payment has failed, therefore, you should contact your bank.
 - o If your payment fails, please use one of the other payment methods described on your invoice, to pay your invoice. Please arrange an alternative payment method promptly to ensure continuous use of Nextwebi services and Internet resources.

Nextwebi

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6. Nextwebi will confirm your payment details via email.
7. By using Nextwebi's online payment facilities, you agree to all applicable Nextwebi policies relating to your Internet resources.
8. All information you provide on the credit card payment facility forms will be handled in accordance with the Nextwebi privacy statement.
9. Nextwebi's Terms and Conditions for online payments are subject to change at any time. Each transaction shall be subject to the specific Terms and Conditions that were in place at the time of the transaction.

Cancellation & Refund Policy.

1. Note*: There will not be any refund will be given to client in case of any cancellation of the services.
2. In case if the work is not started after the payment the client will get the 50% amount of refund for the cancellation of the services.

Delivery timeline

The standard delivery for any services is 3 days or as per the agreed proposal.