

Terms and Conditions

FATbit Technologies

Complete eSolutions Provider

- *Design*
- *Development*
- *Marketing*
- *Conversion*
- *Online Brand Management*
- *Online Reputation Management*

by

Legal Team

FATbit Technologies

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Terms and Conditions

1. Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and FATbit Technologies. The approval for the work can be either an email confirming back the quote (with the quote document attached) or the quote document signed by the client.

Important: Payment of the advance fee indicates that the client accepts these terms and conditions and approves to commence the work.

2. One Year Free Technical Support: FATbit is among the best website designing companies of India - we not only do best website designs and develop best web solutions, we also provide Free technical support for 1 year from the date of delivery of the project or project files are moved to your hosting account; whichever happens earlier. 1 Year Free Technical Support is available for all the bugs/errors found in our server side scripting or Java script errors. To give you our best services, we take this responsibility of Free support at no extra cost to you until and unless some other designer/developer/person modifies the project files we have delivered.

3. Photography and graphics: FATbit Technologies may use stock photographs and images in the design and build of the site. Images and graphics purchased from stock libraries are not generally included in the quote and will only be included once the client has approved the additional cost.

General reworking and editing of artwork and photography supplied by the client will be included in the quote but where FATbit Technologies considers the amount or extent of work involved in editing or reworking assets FATbit Technologies reserves the right to charge for the time of carrying out such work at its usual company hourly rates.

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4. Browser compatibility: FATbit Technologies makes every effort to design pages that display acceptably in the most popular current browsers i.e. IE10 and IE11 and Latest version of FireFox released on the date of project agreement, but cannot accept responsibility for pages that do not display acceptably in new versions of browsers released after pages have been designed. IE 6 and IE7 is an outdated browser we should pay tribute to it and say goodbye and upgrade our browsers or should start using Firefox which is free to download and performs much better than IE 6 and IE 7.

5. Search Engine Submission: FATbit Technologies is not responsible for the client's on-going web site promotion. Should the client require the site to be promoted a separate contract must be agreed. FATbit Technologies can make no guarantees about the success of any search engine promotion activity because this is controlled by the search engines.

6. Site maintenance: FATbit Technologies does not undertake to maintain or update a client's website as part of the design commission. If a client wishes FATbit Technologies to maintain or update a web site as a separate commission, FATbit Technologies will negotiate with the client a maintenance contract appropriate to the amount of work required.

7. Content: FATbit Technologies cannot be held liable for any information contained within The Client's web site. The content of such remains the copyright and intellectual property of The Client.

8. Material: All material supplied by the client shall remain the client's property. FATbitrightfull believes that this material belongs to the client and that it does not breach any copyright laws and under no circumstances FATbit shall be held responsible for any claims, damages, loss of profit or reputation caused to client due to the use of material provided by the client.

9. Domain Names booked by FATbit on behalf of client: FATbit provides domain name consultancy if required. Domain names registered by FATbit on the Customer's behalf are property of FATbit until the client has paid for the domain booked and professional fees involved for the project.

FATbit Technologies agree to transfer such domains to the customer or his/her agent when asked to do so provided that all accounts have been settled.

Note: Domains booked and owned by Clients themselves are not subject matter above. This term is related to only those domains which are booked by FATbit upon the request of clients.

10. Travel Time and Expenses: Travelling time to and from customer premises is not generally included in our estimate. If a visit/travel is required for meeting, The Client will bear all the expenses or as agreed by both the parties.

11. Internet Service Provider: 'Client' understands that any Internet Service Provider (ASP) services or Website storage services will require a separate contract with the ISP. FATbit Technologies will agree to set up a domain name with host if required, but will not be held responsible for any changes made by the server supplied.

12. 3rd Party Add Ons/services/applications: All third party costs arising from the registration of a domain name/purchase of third party utilities/services shall be met by the Client and are payable to FATbit Technologies before a formal application for registration is made. Examples of 3rd party fees involved are as under:

- a. Domain Names
- b. Server Space Hosting Fees
- c. SSL Certificates
- d. Backup Services
- e. 3rd Party APIs, if any, required by 'Client' to be integrated with the work ordered.
- f. 3rd Party Plugins/Scripts/Applications/Softwares/Widgets/Services, if any, required by 'Client' to be integrated with the work ordered.
- g. Payment Gateways Signup and Recurring Fees

13. Examples of work: FATbit Technologies retains the right to display graphics and other web design elements as examples of their work in their respective portfolios.

14. Quotations: The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required, as the site is developed, then we will provide a separate quote for the additional work and may need to review the timescale for completing the project. Cost estimates and prices quoted are valid for maximum one month unless otherwise agreed otherwise.

15. Mode of Payment: Payment is currently accepted by Wire Transfer & 2checkout, unless otherwise agreed.

16. Payment Terms:

- a. Payment plan is agreed between the 'Client' and FATbit based on the milestones.
- b. Payment shall be due within 14 days of the invoice date.
- c. Full publication of the Web Pages may take place only after full payment has been received unless otherwise agreed.
- d. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of US\$ 100 will be required to have the site restored.
- e. Accounts that have not been settled within 14 days of the date shown on the invoice will incur a late payment charge of 500 USD per week delayed.
- f. In case of delay in payments beyond the due date, FATbit reserves the right to stop the work being commenced and 'Client' agrees to exempt FATbit from meeting the timelines agreed.

17. Cancellation: Both the parties reserve the right to cancel the project at any stage.

- a. In case the project is cancelled by Client, the payments made for the project can be refunded to the after deducting the upfront payment amount received for Initiation of the project and the other payments received against the milestones completed.
- b. In case the project is cancelled by FATbit, the payments made for the project can be refunded after deducting USD 15 per hour for the hours spent on the work performed for the client including but not limited to the time spent on project discussion, requirements gathering, project planning & documentation, project initiation and execution. After the payments are settled between the two parties – FATbit shall transfer to 'Client' - all the documents, designs and scripts produced for the project.

18. Copyright: FATbit Technologies will retain the copyright of any material, including design, artwork and the source code, created for the client by FATbit Technologies. FATbit Technologies reserves the right to retain the copyright on all material created by FATbit Technologies unless otherwise agreed between the two parties in writing.

19. Ownership of Code and Intellectual Property Rights: Unless otherwise agreed, FATbit is the owner of the source code and the intellectual property rights and reserves the right to reuse the code for other projects.

20. Delayed Response From Client Side: Unreasonable delays from client side in providing the required feedback/information/data to finish the project shall exempt FATbit from meeting the timelines mentioned in the quote. In case client does not provide required details/data/information for more than 15 working days, client authorizes FATbit to forfeit the payments made towards this project.

21. Time Estimates: Client agrees that timelines agreed can not be met if the project scope is changed by client after the project scope document is once finalized. Client agrees not to change the requirements without extending the original timelines agreed with minimum 1 week time against each Change Request.

22. Single Domain License: Unless otherwise agreed, client agrees to setup the scripts delivered only on one domain, one sub-domain (wip.yourdomain.com) and localhost. However if client wish to run same website on different domain, then client has to purchase separate license for each domain.

No license would be required for Add-on Domains that will point to the main domain where this system will be implemented. All add-on domains will be forwarded to the main domain from the hosting server and no additional license would be required for these domains.

For every new domain or sub-domain, client has to buy a separate license.

23. License Validity Period: License comes without expiry date as long as it is for single domain.

24. Share in profits from business or sale of business: After client makes the agreed payment for the project - FATbit will not claim share in your profits from business or from sale of business to some other company

25. No recurring costs of license: There is no renewal /recurring license fee. However if client wish to run same website on different domain, then client has to purchase separate license for each domain.

26. Use of encrypted files: Unless otherwise agreed, for maintaining our intellectual property/scripts source code secure from other programmers, faster turn around and bug free application development, FATbit can use own framework (code library in encrypted format) which is used for web applications development. Client will be provided with detailed documentation for using framework (code library functions), with help of the documentation provided other programmers can modify the website functionality. FATbit framework is collection of functions related to Database Manipulation, Images/Files Management, Paging, Form Builder etc which looks like PHP Functions but have different syntax than default PHP functions. Other willing and efficient PHP programmers can learn and practice these functions/framework within 2-4 days.

Notes:

In no event, FATbit Technologies shall be liable to the customer or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these Web pages or website, even if FATbit Technologies has been advised of the possibility of such damages. Despite the best efforts of FATbit Technologies errors in web page information will occur. At no time will FATbit Technologies responsibilities for accidentally including erroneous information extend beyond correcting the error.

Should FATbit Technologies waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit FATbit Technologies to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

FATbit Technologies reserves the right to change or modify any of these terms or conditions at any time, but agreements signed prior to the updates in this agreement remains unaffected. Should clarification of any of the above be required, please contact us.