

TERMS AND CONDITIONS (ANNEXURE - A)

General

1. WEBIZONA will carry out work only where an agreement is provided either by email or telephone. WEBIZONA will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written contract between WEBIZONA and the client. An acceptance email will be required by the client before starting any project.

Website / Software Development

2. Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, WEBIZONA will not accept responsibility for any losses incurred due to malfunctioning of the website or any part of it.

3. The website, graphics and any programming code remain the property of WEBIZONA until all outstanding accounts are paid in full. If the client provides any copyrighted content by any medium – email , WhatsApp, reference links from either the internet or from any other source , WEBIZONA cannot be held responsible for that and all the copyright claims and disputes shall be put on the client to deal with.

4. Any code, CGI applications, PHP scripts, or software (unless specifically agreed) written by WEBIZONA remain the copyright of WEBIZONA and may not be commercially reproduced, modified or resold without the permission or license from WEBIZONA.

5. WEBIZONA cannot take responsibility for any copyright infringements caused by materials submitted/provided by the client or used by the client in the present or in future on their website. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

6. Any coding additions to website briefs provided will be carried out at the discretion of WEBIZONA and may carry an additional cost. Where no charge is made by WEBIZONA for such additions, WEBIZONA accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

7. The client agrees to make available to WEBIZONA all materials required to complete the site to the agreed standard and within 7 to 10 days of signing of this contract, failing to which WEBIZONA reserve the right to cancel the contract.

8. WEBIZONA will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

9. WEBIZONA will not be liable or become involved in any disputes between the site owner and their clients/subscribers/followers and cannot be held responsible for any wrongdoing on the part of a site owner or their clients/subscribers/followers. Example- Any disputes arising due to copyrighted -content/images that may have been provided to us for inclusion on the site, videos or any textual material even, WEBIZONA takes no responsibility for the use of these material on the client's website.



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10. WEBIZONA will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

11. WEBIZONA will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents/employees.

12. In no event shall WEBIZONA be liable for any direct, indirect, consequential, special and exemplary damages, or any damages whatsoever, stemming from the use or performance of a client website or from any information, products and services provided through client sites, even if the website has been advised of the possibility of such damages.

- In the absence of any negligence or other breach of duty by us, your use of our client websites is entirely at your own risk.
- Even If WEBIZONA is in breach of the arrangements under this agreement, we will not be responsible for any losses that you suffer as a result.
- We do not have any liability of any sort (including liability for negligence) for the acts or omissions of providers of telecommunication services or for faults in or failures of their networks and equipment.

13. A non-refundable deposit of 80% is required with all of our projects before any web or graphic design work will be carried out or service provided. For all other services, the non-refundable deposit will be 100%.

14. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still liable to pay for the work that has been done. Nonpayment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the client satisfaction and no refunds can be offered / claimed. We do offer free updates on completion to allow for any final amendments that may be required but are limited to minor changes which may not consume more than 2 working hours of time of a single person.

Domains

15. WEBIZONA on behalf of the client, uses third party domain registrars for registering the client's domains and related services. WEBIZONA takes no responsibility for any kind of loss incurred due to domain hijacking, access blocking, unauthorized use of domain and any other malicious or illegal activities done using the client's domain. Any claims/complaints in this regard to the domain name (if any) will be made in the name of the owner of the domain and NOT WEBIZONA.

16. Clients information will be displayed in the ownership section (WHOIS) of the domain registrar. It is the duty of the client to provide authentic proof for the address and identity so that correct information is entered with the domain registrars. Few localized domains like .CA, .CO.UK etc. require authentication proof of business to be deposited with the countries local administrative authorities, it is the responsibility of the client registering such domains to provide the necessary proofs. WEBIZONA take no responsibility and is not liable for any kind of domain cancellation, claims, legal proceedings that may occur due to the registration information being not authentic/correct.



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Database, Application and E-Commerce Development

17. WEBIZONA cannot take responsibility for any losses incurred by the use of any software/script/website 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. Any scripts, applications or software (unless specifically agreed) written by WEBIZONA remain the copyright of WEBIZONA and may only be commercially reproduced, modified or resold with the prior permission of WEBIZONA.

18. Where applications or sites are developed on servers not recommended by WEBIZONA, 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 WEBIZONA before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, WEBIZONA will endeavor (but is not obliged/liable) to correct these issues to meet the standards of function outlined in the brief.

Compatibility

19. WEBIZONA will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed on and that it will function correctly when viewed with the web browsing software, Mozilla browsers, such as Firefox. WEBIZONA can offer no guarantees of correct functioning/display with all browser software / Mobile phones, as they constantly change/update frequently.

Website Hosting

20. Whilst WEBIZONA recommends its own hosting service to host websites, no guarantees can be made as to the availability or interruption of this service. WEBIZONA is not liable for losses caused by the unavailability, malfunction or interruption of any service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special losses.

21. WEBIZONA reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

Website Search Optimization

22. Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimizing websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

23. We use 'white hat techniques' when optimizing websites and always aim to achieve a top ten ranking for your website within six months of undertaking the optimization process. Due to the work involved payment is required in advance and we are unable to offer any refund of any manifesto clients in relation to this type of work.



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TERMS AND CONDITIONS (ANNEXURE - B)

Copyrights

24. WEBIZONA reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial. Client himself is responsible and will be liable for any claims due to copyrighted material being used/found on his/her website/web hosting space or Graphic Designs or any services availed with WEBIZONA. WEBIZONA do not take any responsibility in any case whatsoever.

Payment of Accounts

25. A deposit is required from any new client before any work is carried out. It is a policy that any outstanding accounts for work carried out by WEBIZONA or its affiliates are required to be paid in full, no later than 3 days (or according to the dates listed in the payment schedule- Annexure C) from the date of the invoice unless by prior arrangement with WEBIZONA. Also the schedule of payment (Refer annexure C) that the client has to strictly follow irrespective of the progress of the project failing to which WEBIZONA reserves the right to forfeit any deposit amount and this act should be considered as breach of this agreement from the client's side.

26. Once a deposit is paid and the client is obliged to pay the balance of payment in full. We will contact clients via email, telephone or via sms to remind them of such payments if it is not received when due.

27. If accounts are not settled or WEBIZONA have not been contacted regarding the delay, access to the related website may be denied and web pages/ hosting space shall be terminated, we will then pass such cases to the Small Claims Court to pursue payment, nonpayment can result in county court judgments being added to the client's credit rating.

28. Following consistent nonpayment of an invoice, our Solicitors will contact the client in question, with a view to escalate the matter further and if need be to seek payment through legal procedures, and if necessary court summons.


29. Any work shall start after we receive payment according to the payment schedule in Annexure C.

Renewals

30. Services like web hosting, domain registration needs to be renewed on yearly basis. The client is expected to pay the renewal amount well in advance in order to retain the opted services for them to work in order. However, we try to send email/sms reminders for such renewals, WEBIZONA cannot be held responsible in case of domain/Hosting not being renewed on time and henceforth their termination. It is the clients duty to keep a record of the expiry dates on their own.

Privacy

31. We do not share or sell any of your details with third party companies, without your prior permission and we will only email you or contact you about work related matters. We may use your information for our promotional purpose from which you can easily opt out by sending us a written request on info@webizona.com. By filling the details in this agreement you consent WEBIZONA to contact you.



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TERMS AND CONDITIONS (ANNEXURE - C)

PAYMENTS SCHEDULE (FOR OFFICIAL USE ONLY)

| Milestone Number | Date of Milestone Payment | Amount of Milestone |
|-------------------------|---------------------------|---------------------|
| 1 st ADVANCE | | |
| 2 nd | | |
| 3 rd | | |
| 4 th | | |
| 5 th | | |
| TOTAL PAYMENT | | |

RENEWALS

32. The Domain and Hosting of client’s website is purchased on Yearly terms. WEBIZONA will (but is not liable to) send renewal notices to the client on their registered email ids with WEBIZONA for the service renewals, but it is the duty of the client to get the domain and hosting renewed before their expiry dates. If WEBIZONA do not receive payments for the renewal of the domain or hosting one week before in advance of the service expiry dates, the active services may get terminated after the expiry date for which WEBIZONA cannot be held responsible by any means.


OWNERSHIP

33. If any client further Transfers / Resells / Handover / Gives admin access, for any of the service provided by WEBIZONA which is invoiced under His/Her/Their name, WEBIZONA shall not be responsible for any kind of support to the new owner.

34. Moreover, the original purchaser is liable to settle all the dues and accounts as that liability cannot be transferred to the new owner.

Additional Notes if any:

I hereby affirm that I have carefully read, understood, agreed, accepted and consented to the term and conditions stated and the above stated annexures A, B and C. I clearly understand the NO REFUND POLICY and the PAYMENT TERMS.



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CLIENT INFORMATION

Date: ___ / ___ / _____

Invoice No.
 invoice Amount :

Name: _____

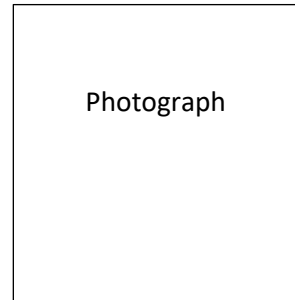
Company: _____

Address: _____

Email : _____

Contact Number(s):

Primary: _____ Secondary (if any): _____



I am placing order for the following PRODUCTS/SERVICES through WEBIZONA:

WEB HOSTING - _____ PACKAGE | WEB DESIGNING - _____ PACKAGE

Domain Name(s): _____

| | |
|---|---|
| <p>DIGITAL MARKETING SERVICES: SEO _____ SMM _____ PPC _____ EMAIL Marketing _____ SMS Marketing _____ Online Monetization _____</p> | <p>GRAPHIC DESIGN SERVICES: LOGO DESIGN _____ BUSINESS CARDS _____ ILLUSTRATIONS _____ BROCHURES _____ BUSINESS FORMS _____ CORPORATE BUNDLE _____</p> |
|---|---|

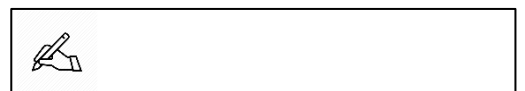
I am bound / liable to pay the complete amount for the products & services, as agreed between me and WEBIZONA, for the purchase of above mentioned items and the payment terms will be governed by Annexure C of this agreement.

The website (Domain name + Web Hosting) will be valid for 365 days and after that the renewal can be made as agreed. Renewal charges may vary or change any time.

The order is given and taken into consideration by WEBIZONA and is based on NO REFUND POLICY.

This copy of agreement is for OFFICIAL USE ONLY. Client will be emailed his copy of document and the invoice within few days of signing this document.

NOTE: Please attach a valid, self-attested and latest identity & residence proof with this document. Documents accepted: Aadhaar Card, Passport or Election Card.



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