

# Terms & Conditions

Please read the document carefully before proceeding with our web services.

We intend to deliver a website for your business needs. The website will be Search Engine friendly #. We only build Search Engine Optimization Friendly websites & provide no additional services for Search Engine Optimization.

- 1) Any errors or bugs to be found thereafter in the basic version will be corrected without any additional charge. On the other hand further expansion & addition of new information in form of addition of new pages or change in design or layout of the pages or website will be charged accordingly & the charges will be proposed to you at the same time, after analyzing the duration & resources required for the same. Any changes in terms of addition / updating / deletion of the existing content of current pages will not be charged.

Any additions to briefs provided will be carried out at the discretion of Geneotech Services & where no charge is made by Geneotech Services for such additions, Geneotech Services accept no responsibility to ensure such additions are error free & reserve the right to charge an according amount for any correction to these or further additions.

- 2) The user requirements will be finalised only till the end of the analysis stage. Any changes in requirements after the first stage i.e. the analysis stage will be charged accordingly.  
Any change in the design part after the designed has been finalized, will be charged additionally.
- 3) Geneotech Services takes no responsibility of providing the client with any third party software or solution (System Software/Application Software) required for running or supporting the website being created by Geneotech Services for the client. In case of requirement of any third party software or solution by the client, it will be provided based on the need of the website & the cost for such third party software or solution (System Software/Application Software) has to be borne by the client & will be excluding the cost of the website.
- 4) Geneotech Services will not be held liable for any kind of data loss of client, occurring due to the website or any cause arising out of the same. We do not share or sell any of your details with third party or companies, without your express permission & we will only email you or contact you about work related matters. Any loss of information will not make Geneotech Services liable monetary or in any manner whatsoever.

## 5) Website Optimization

The website will be search engine friendly but no SEO services will be provided by Geneotech Services to the client under this proposal. 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. 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.

#### **6) Two Step Payment Mechanism:**

A 60% advance is required from our clients before any work is carried out. It is the Geneotech Services policy that remaining due amount of 40% is to be paid on delivery of website (Before website go live). We will contact clients via email & telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Geneotech Services have not been contacted regarding the delay, access to the related website may be denied & web pages removed.

Charges for web development do not cover the release of source Photoshop or Flash files or codes; if the Client requires these items then a separate quotation can be prepared.

Any remaining payment of the Project Cost + Extra Costs (if incurred) should be made by the client before Website Deployment & before handing over the ownership of website by Geneotech Services to the Client.

Once a website has been designed & completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work & paid a deposit they are still obliged to pay for the work that has been done. Non payment 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's satisfaction & no refunds can be offered. In case of default of payment Geneotech Services has the right to terminate the website.

Invoice will be provided to the client separately. **Delay in payment will be charged @ 10% P/A after 15 days.**

#### **7) Delayed Payments:**

In case of delay in payments for more than 15 Days, Geneotech Services has the right to withdraw & or suspend any service provided to the client & the client would then have to bear the activation fee applicable @ INR 1000 for every service separately.

#### **8) Website Design:**

Whilst every endeavour will be made to ensure that the website & any scripts or programs are free of errors, Geneotech Services cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics & any programming code remain the property of Geneotech Services until all outstanding accounts are paid in full. Any code, scripts, CGI applications, PHP scripts, or software (unless specifically agreed) written by Geneotech Services remain the copyright of Geneotech Services & may only be edited, commercially reproduced or resold with the permission of Geneotech Services.

## 9) Copyright:

The Client retains the copyright to data, content, files & graphic logos, images, music & videos provided by the Client, & grant Geneotech Services the rights to publish & use such material. The Client must obtain permission & rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Geneotech Services permission & rights for use of the same & agrees to indemnify & hold harmless Geneotech Services from any & all claims resulting from the Client's negligence or inability to obtain proper copyright permissions.

A contract for Web site design &/or placement shall be regarded as a guarantee by the Client to Geneotech Services that all such permissions & authorities have been obtained. Evidence of permissions & authorities may be requested.

Geneotech Services cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Geneotech Services will not be liable or become involved in any disputes between our clients & their clients & cannot be held responsible for any wrongdoing on the part of our clients. E.g. any disputes regarding content/images that have been provided to us for inclusion on the site.

Geneotech Services will not be held liable in case of any issue arising out of the same.

## 10) Media Delivery Requirements:

Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered via e-mail, CD-Rom, DVD, or FTP) & that all photographs & other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. The specific requirements will be discussed & agreed with the Client prior to commencement of the project. Although every reasonable attempt shall be made by Geneotech Services to return to the Client any images or printed material provided for use in creation of the Client's Web site, however such return cannot be guaranteed.

## 11) Client Review:

Geneotech Services will provide the Client with an opportunity to review the appearance & content of the Web site during the design & once they are completed. At the completion of the project, such materials will be deemed to be accepted & approved unless the Client notifies Geneotech Services otherwise within a week of the date the materials are made available to the Client.

## 12) Post Project Alterations:

Geneotech Services cannot accept responsibility for any alterations caused by the

Client or a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions. Geneotech Services may require a one-off Web Development charge before resolving any issues that may arise.

### **13) Compatibility:**

Geneotech Services will endeavour to ensure that any developed/ designed site or application will function correctly on the server it is initially installed in & that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 8 & to an acceptable level with Mozilla browsers. Geneotech Services can offer no guarantees of correct function with all browser software.

### **14) Domain Names:**

Geneotech Services may purchase domain names on behalf of the Client, in which case they will then be renewed on an annual basis & the Client will be invoiced by Geneotech Services Solutions. Reminder emails will be sent out to the client before the domain expires at thirty (30) & five (5) days before expiration with a final email sent ten (10) days after the expiration date. In this case, the Client must notify Geneotech Services that they do not wish to keep the domain thirty (30) days before the expiration date. The loss, cancellation or otherwise of the domain brought about by none or late payment is not the responsibility of Geneotech Services. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

### **15) Website Hosting:**

Whilst Geneotech Services recommends hosting companies to host websites; no guarantees can be made as to the availability or interruption of this service. Geneotech Services cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

### **16) Portfolio Conditions:**

Geneotech Services wants a right to use the said website in our portfolio & will be used as an asset of our portfolio basket. Geneotech Services is enriched to work with you & want to associate with the esteemed brand as a part of our marketing portfolio.

### **17) Termination:**

Termination of the Web Development project by the Client must be requested in writing & will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until & unless confirmed in writing.

### **18) Complaints\_Procedure:**

Anyone who experiences a problem with their web service provided by Geneotech Services should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as a URL) & clearly outlining the grounds for complaint.

Geneotech Services will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

### Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Geneotech Services, who will acknowledge receipt & ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full & considered response to the complaint should be completed within 30 days & any subsequent remedy implemented with the minimum of delay.

- 19) A copy of these terms & conditions is submitted along with project quotations & must be agreed prior to work commencing. Alternatively, payment of an advance fee is an acceptance of our terms & conditions. These terms & conditions are always available on our website for review.
- 20) Quotations are valid for a period of 7 days unless alternate timescales have been agreed beforehand with the Client. Geneotech Services reserves the right to alter or decline to provide a quotation after expiry of the valid timescale.
- 21) While it will be our prime motive to comply with the decided timeline, the same might be extended in case of any uncontrollable circumstance. No additional charge has to be paid in case of extension in timeline.
- 22) Geneotech Services will initiate the discussed project only after receiving the advance fee.
- 23) Any instalment once paid, will not be refunded in any situation.
- 24) The client agrees to make available as soon as is reasonably possible to Geneotech Services all materials required completing the site to the agreed standard & within the set deadline. Geneotech Services will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines or due to the unavailability of the site, its servers, software or any material provided by its agents.
- 25) Whilst every care has been taken to ensure products are problem free & accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use. The client is expected to test fully any

application or programming relating to a site developed by Geneotech Services before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Geneotech Services will endeavour (but is not obliged) to correct these issues to meet the standards of function outlined in the brief.

- 26) A separate contract for the AMC will be provided after delivery of website (GO LIVE) in case client is in need of an AMC contract. The Terms & conditions & payment mechanism will be discussed then & there. Client may ask for copy of it with proposed proposal for development of website or on delivery of website.
- 27) Geneotech Services have a policy of launching website on internal testing server, before it is made live on the domain. As soon as website is made live on testing server, Client will be provided two chances for changes & modifications in website, provided the clients let us know their modifications in two days (for respective chance). Once the two changes & modifications are made as required by clients the third change or modification will not be provided & the website after the second changes & modifications will be termed as final & website will be made online once the final payment is cleared. The respective two days time for each of such modification is provided to avoid the continuous delay from the clients end regarding the changes & final modifications which in turn results in increase in cost. In case clients require furthermore changes even after consuming the allotted two chances, the same will be chargeable & the cost will be proposed to the client separately at the same time.
- 28) Payment is to be made in favour of **Geneotech Services (A/C Payee)**.
- 29) While making payment TDS deducted if any, certificate has to be issued within one month as per rule 31 of IT, sec 203. All TDS certificates should be send to address.
- 30) Geneotech Services reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.
- 31) Signing this proposal means that the client has read this document properly & has agreed to the terms & conditions mentioned in this document.

# Although the website will be designed to be Search Engine Friendly, the same depends on many controllable & uncontrollable factors, therefore we do not take any guarantee of your site being recognized by search engines properly.