

Terms & Conditions

- The following terms and conditions apply to **all services** provided by WINDEX INFOTECH to the Clients & Resellers.

1. Acceptance

- It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.
- Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

- Charges for services to be provided by WINDEX INFOTECH are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 10 days. WINDEX INFOTECH reserves the right to alter or decline to provide a quotation after expiry of the 10 days.
- Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of thirty-three (33) percent of the project quotation total before the work is supplied to the Client for review. A second charge of thirty-three (33) percent is required after the development stage, with the remaining thirty-three (34) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.
- Payment for services is due by cheque or bank transfer. Cheques should be made payable to WINDEX INFOTECH and sent to WINDEX INFOTECH, 514 Saffron Building, Fatehgunj, Vadodara. Bank details will be made available on invoices.
- All taxes/levies, as applicable, are extra.
- We shall not refund the advance payment in case of cancellation of our services from your end. Balance payment will have to be paid to us immediately without any hesitation.

3. Client Review

- WINDEX INFOTECH will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies WINDEX INFOTECH otherwise within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

- WINDEX INFOTECH will install and publicly post or supply the Client's website by the date specified in the project proposal, or a date agreed with Client upon WINDEX

INFOTECH receiving initial payment, unless a delay is specifically requested by the Client and agreed by WINDEX INFOTECH.

- In return, the Client agrees to delegate a single individual as a primary contact to aid WINDEX INFOTECH with progressing the commission in a satisfactory and expedient manner.
- During the project, WINDEX INFOTECH will require the Client to provide website content; text, images, movies and sound files
- Any extra modules required or any addition or changes in the modules other than specified in the offer shall be made available at extra cost.
- Data Entry work to be done by the client only. All the information are accepted in soft copy only
- Source Code: We shall not provide it under any circumstance.
- Windex Infotech reserves the right to make any modifications, addition, and deletion if considered necessary or desirable without prior notice at any time.
- In website design virus is a common problem and it's solved with extra cost only.
- For Graphic work, our responsibility is confined up to design only. We shall not be responsible for the outcome of the graphics work with regard to color combination & printing.
- In Dynamic Website, you can edit content like text & Image only.
- We give you free email facility with website hosting only but email configuration & email data backup arrangements are not falling within the purview of our services.
- Spam email Marketing is not allowed.
- Website update and maintenance charges are extra.

5. Failure to provide the required website content:

- WINDEX INFOTECH is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions, we may have to reject offers for other work and inquiries to ensure that your work is completed at the time arranged.
- This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your required services because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 50%.
- If you agree to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go-ahead to start until you are ready to do so.
- In case you do not provide required inputs to be put in the services required by you, we shall use images, content, web programming and script from the internet and therefore copyright issues are of not our responsibility. However, we sincerely suggest to our clients to use only authentic inputs to avoid any issues.

- NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

6. **Payment**

- Invoices will be provided by WINDEX INFOTECH upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or 3000 inr per month of the total amount due.

7. **Additional Expenses**

- Client agrees to reimburse WINDEX INFOTECH for any additional expenses necessary for the completion of the work. Examples would be the purchase of special fonts, stock photography etc.

8. **Web Browsers**

- WINDEX INFOTECH makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that WINDEX INFOTECH cannot guarantee correct functionality with all browser software across different operating systems.
- WINDEX INFOTECH cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, WINDEX INFOTECH reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

9. **Default**

- Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on WINDEX INFOTECH's Web space, WINDEX INFOTECH will, at its discretion, remove all such material from its web space. WINDEX INFOTECH is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of 5000 inr and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay WINDEX INFOTECH reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by WINDEX INFOTECH in enforcing these Terms and Conditions.

10. Termination

- Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honored until and unless confirmed in writing. The Client will be invoiced for work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

11. Indemnity

- All WINDEX INFOTECH services may be used for lawful purposes only. You agree to indemnify and hold WINDEX INFOTECH harmless from any claims resulting from your use of our service that damages you or any other party.
- We shall not be liable for any legal or otherwise issues/claims, whatsoever, in the event of our executing your job, as the same is being done on your behalf under your verbal/written work order or communication.
- We will not be liable to you for any incidental, special or consequential damages of any kind that may result from the use of or inept handling at your end. In such circumstance(s) you cannot take any legal action against us.

12. Copyright

- The Client retains the copyright to data, files and graphic logos provided by the Client, and grants WINDEX INFOTECH the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting WINDEX INFOTECH permission and rights for use of the same and agrees to indemnify and hold harmless WINDEX INFOTECH from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and other services and/or placement shall be regarded as a guarantee by the Client to WINDEX INFOTECH that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

13. Standard Media Delivery

- Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered on floppy disk or via e-mail or FTP or hard copy) and that all photographs and other graphics will be provided physically in high-quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by WINDEX INFOTECH to return to the Client any images or printed material provided for use in the creation of the Client's website, such return cannot be guaranteed.

14. Design Credit

- A link to WINDEX INFOTECH will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit is removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than 100000 inr, a fixed fee of 5000 inr will be applied. The Client also agrees that the website developed for the Client may be presented in WINDEX INFOTECH's portfolio.

15. Access Requirements

- If the Client's website is to be installed on a third-party server, WINDEX INFOTECH must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

16. Post-Placement Alterations

- WINDEX INFOTECH cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

17. Domain Names

- WINDEX INFOTECH may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of WINDEX INFOTECH. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.
- Website domain name is our property and we will not transfer to anybody, at any time.

18. General

- These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes an agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.
- The Developer (Windex Infotech) reserves the right to alter these Terms and Conditions at any time without prior notice.

19. Social Media Management

- Social Media Marketing and Management is defined as helping a client to promote their products or services through social media channels. WINDEX INFOTECH will honor the components of your chosen social media package, providing an agreement to a minimum

3 months contract is served and monthly payments are received in advance. In the event that payment is not received on time, we regret that further work will be halted until this is rectified.

20. Governing Law

- This Agreement shall be governed by Indian Law.
- Any issues arising out of this proposal/contract or quotation or work order or requirement shall be subject to Vadodara jurisdiction.

21. Liability

- WINDEX INFOTECH hereby excludes itself, its Employees and or Agents from all and any liability from:
 - Loss or damage caused by any inaccuracy;
 - Loss or damage caused by omission;
 - Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
 - Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.
 - The entire liability of WINDEX INFOTECH to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.
 - No guarantee and warranty for any services.
- By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges having read, understand, and accept the Terms and Conditions of this Agreement and agrees to be legally binding by these Terms and Conditions.
- The Client agrees to use all Developer services and facilities at their own risk and agrees to defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Developer or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties.

22. Severability

- In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid,