OUR TERMS AND CONDITIONS v1.5

Friday, July 13, 2018

Accept this Terms **and Conditions** carefully as it will form a contract between us and you on the basis of mutual acceptance of this document;

We have tried to keep these **Terms and Conditions** brief, easy to understand, and as straightforward as possible. If you have any issue with these conditions we will not serve you with our work.

Terminology:

You - ('the Client')

Us - (Nik Soft Designs LLP, 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 development and/or hosting or SOW.

What do both parties agree to?

1. **The Client agrees to:**

   a. Provide the Company, within a reasonable timescale, everything that is requested from you to complete the Project - including text, images, approval and other information.
   b. Provide the Company with text and images in the format as stated below (see photographs and images)
   c. Review the Company's work, provide feedback, and sign-off approval in a timely manner.
   d. Make every effort to adhere to all agreed deadlines.
   e. Adhere to the payment schedule laid out on our which have been mentioned on Estimates and Invoice.
   f. Advise, in advance, of any confidential information to be presented by email, written, between both parties. Also, for this to be marked as 'confidential' in the subject of the email, or clearly on any written documents.
   g. Provide a minimum of 10 days' notice in writing, or by email to cancel any contract or project.
   h. The codes, images and contents which have been created for you are property of Nik Soft Designs LLP and it will be not handed over to you until the full payment is not cleared.
   i. You are not allowed to redistribute all the developed contents by US in any manner.
   j. Nik Soft Designs LLP is bounded to renew the support and contract with you. The renewal will be done on mutual understanding of both parties.
   k. This terms and condition have been shown to you at each activity doing with Us like on Account creation form, Proposal, Estimates, invoice and under Legal menu of our client's panel.

2. **The Company agrees to:**

   a. Carry out services in a professional and timely manner.

b. Make every effort to adhere to any deadlines agreed between us and you.
c. Make a reasonable number of revisions to the design, layout, colours 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.
d. Endeavour to complete requested website revisions or updates within 48 hours, wherever possible or time depends upon the revisions requested.
e. Contact you after delivery of project within a week to continue with support package.
f. Contact you before the end of support contract.

3. **Website Development:**

a. All websites are developed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. 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.
b. The Company cannot guarantee compatibility in old or redundant browser/OS software.

4. **Payments and Contract Lengths:**

a. All payment schedules can be found on our estimates, proposals and invoice.
b. The company has the right to charge the client up to 80% of the total web development costs, if the client cancel the website agreement after the design concepts have been agreed or 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.
c. Contract lengths are normally 12 months unless agreed beforehand between the Client and the Company. The Company requires a minimum 10 days notice to cancel a support contract.

5. **Photographs and Images**:

a. 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.
b. Any images that the company are asked to obtain from third party photographers or stock photography will be charged as an additional cost.
c. 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.
d. Evidence of ownership or permissions may be requested by the Company.

6. **The Copyright**:

From the time you accepted our terms copyright is automatically assigned as follows:

a. The Client will own, or have express permission to use, the text files, images, graphics and any visual elements, video or sound bytes, that you may have sent to us to use in connection with the project.

b. 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 at additional codes. Copies of the website files are maintained by us for a reasonable time (usually for 0 days after delivery)

c. 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/ software and apps development project, and will be licensed solely to the domain name/Software and Apps on which files reside.

d. 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 do 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.

e. As being created of your projects, The Company also reserve the right to display and link to your project as part of their 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.

f. If the Project has been started with White Label mode, the Company reserves the right to charge you extra amounts to remove own link from the project.

7. **Hosting**:

a. 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 specification of our servers are freely available to all our clients and will be given upon request.

b. We are not guaranteeing you for the Data Security and Availability, Loss or Damage in any manner of your files hosted with any Hosting Companies.

c. The Hosting Company or Hosting server is completely subject to your choice and decisions.

8. **Liability**:

a. 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 on time, at any stage.

9. **Confidentiality**:

   a. 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.

10. **General**:

   a. A website will not launch until a standing order or advance payment has been set up, unless the Company is agreed for delayed payment.
   b. Additional features and beyond the SOW (Scope of Work) Features are subject to extra charges and those features will be billed and completed in 2nd Phase.
   c. Any notice issued via email shall be deemed to be delivered upon the email being sent, provided that if an email is sent out of Business Hours, it shall be deemed to be delivered at 9am on the next business day.
   d. If the Client does not respond to the Company's request to discuss or start support contract, The Company reserves the right to mark you as away and your access to our software will be banned without any notice.
   e. A small admin fee of Rs 1200 is payable for switching the client to another hosting provider and provide you the backup of codes.
   f. 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, Content Management Systems, database driven websites, etc.
   g. The Company is not responsible for writing or inputting any text copy unless this has been specified by the client in SOW.
   h. The parties are independent contractors and this Agreement does not create any relationship of partnership, joint venture, or employer and employee of Nik Soft Designs LLP.
   i. The company do not offer any technical support for any other web site hosting company that you may choose .
   j. 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.
   k. 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.
   l. Once the invoice is generated, and paid, the amount will not be refund in any circumstances.
   m. Although the company have tried to keep this terms and condition's language simple, the intentions are serious, and the contract is a legal document under Delhi Jurisdiction only.

n. Any disputes arising out of Nik Soft Designs LLP or related to these Terms and conditions and shall be subject to Delhi Jurisdiction only.

11**. Changes to these Terms and Conditions:**

Nik Soft Designs LLP **r**eserves 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. These **Terms and Conditions** will always be available to download or print from our website.