

# **Krypto tech terms and conditions**

## **1. General**

Krypto tech will carry out work only where an agreement is provided either by email, telephone, mail or fax. Krypto tech will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Krypto tech and the client, this includes telephone and email agreements.

## **2. OUR FEES AND DEPOSITS**

A 25% deposit of the total fee payable under our proposal is due immediately upon you instructing us to proceed with the website design and development work. The remaining 75% shall become due when the work is completed to your reasonable satisfaction but subject to the terms of the "approval of work" and "rejected work" clauses. We reserve the right not to commence any work until the deposit has been paid in full.

The 25% deposit is only refundable if we have not fulfilled our obligations to deliver the work required under the agreement. The deposit is not refundable if the development work has been started and you terminate the contract through no fault of ours. 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 obliged to pay for the work that has been done (i.e. 50% of the total cost of project). Non-payment will result in legal action being taken if necessary.

## **3. SUPPLY OF MATERIALS**

You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount.

Where you fail to supply materials, and that prevents the progress of the work, we have the right to invoice you for any part or parts of the work already completed.

## **4. DESIGN AND DESIGN VARIATIONS**

Before starting your project, we will offer you wide variety of designs to choose a reference design model. You can also give us your web design if you have in your mind moreover you can mix the design models provided by krypto tech and customise your own design. We will give you 3 days of review time to finalise website design model and to customise your web design

We are pleased to offer you the opportunity to make revisions to the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification.

Our website development phase is flexible and allows certain variations to the original specification. However once the design is finalised and the development has been started we will not change the finalised design model (extra charges will be imposed for any change) as it requires our over efforts to discard old design and apply new changes to the basic design however minor text contents can be modified but the major deviation from the finalised specification (both in text content and design model) will be charged at the rate of 300rs per page.

#### **5. PROJECT DELAYS AND CLIENT LIABILITY**

Any time frames or estimates that we give are contingent upon your full co-operation and complete and final content in photography for the work pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.

#### **6. APPROVAL OF WORK**

On completion of the work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 7-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and the 75% balance of the project price will become due.

#### **7. REJECTED WORK**

If you reject any of our work within the 7-day review period, or not approve subsequent work performed by us to remedy any points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been unreasonable in any rejection of the work, we can elect to treat this contract as at an end and take measures to recover payment for the completed work.

#### **8. PAYMENT**

Upon completion of the 7-day review period, we will invoice you for the 75% balance of the project.

#### **9. SEARCH ENGINES**

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimisation according to current best practice.

**10. NON-DISCLOSURE**

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

**11. BACKUPS**

You are responsible for maintaining your own backups with respect to your website and we will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by us.

**12. OWNERSHIP OF DOMAIN NAMES AND WEB HOSTING**

We will supply your account credentials for domain name registration and/or web hosting that we purchased on your behalf (excluded from the cost of project).

**13. CROSS BROWSER COMPATIBILITY**

By using current versions of well supported content management systems such as "Joomla", we endeavour to ensure that the web sites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.

**14. Customer responsibilities**

You shall be responsible for the accuracy and completeness of the Materials.

**15. Site content**

You shall ensure that Materials do not infringe any applicable laws, regulations, industry codes or third party rights (such as material which is obscene, indecent, pornographic, offensive, defamatory, threatening, liable to incite racial hatred or in breach of any third party intellectual property rights) ("Inappropriate Content").

You shall be responsible for the inappropriate content & compensate krypto tech against all damages, losses and expenses arising as a result of any action or claim that the Materials or any other material posted to, or linked to, the Site constitutes Inappropriate Content.

**16. Website maintenance**

After project completion, we will provide you 6 month free maintenance which includes modification of site's text content of existing web pages.

Any addition of web page will be charged at the rate of 300 rs per page during 6 month of free maintenance period. After the maintenance period expires any addition of web page will be charged at the rate of 500 rs per page