

# Terms & Conditions

1. By accepting a quote, you agree to and accept the terms and conditions of Webybuild. Acceptance can be verbal, by email, payment of Initiation, signing a quote.
2. To start working on your website design, we need an upfront payment of at least fifty (50) percent of the total cost mentioned in the project quotation. After we finish the work, the remaining fifty (50) percent is due before we upload the website to the server or release any materials.
3. Any delays at client's end, may delay the project and proposed timeframes and may incur additional costs.
4. Any bugs (programming errors) reported during or just after the development does not attract additional charges.
5. Any changes or updates made to a task that has already been completed will not result in any additional charges for the lifetime. This includes adding or updating content, adding images to existing sections, updating offers, contacts, and addresses. You will not be charged any extra amount for these modifications.
6. Any changes in the design after the design approval will incur additional charges.
7. Website/application content and all related materials need to be provided to us within the first two weeks of starting the project. Any delays thereafter may delay the project and may incur additional charges if it goes beyond reasonable timeframe.
8. Our websites/applications are generally tested on PCs and include near recent versions of following browsers: IE, Firefox, Chrome & Safari. If you require testing to be done on any other browser, please let us know in advance.
9. Responsive/multi-device compatible web pages are tested on Pc and Android Devices. If you require testing to be done on any other device, please discuss it in advance.
10. Webybuild software codes (not including open-source software) are copyrights of Webybuild. The codes can be handed over at an additional cost for use once all previous invoices are settled, on the condition that the codes are used only for use or modification for re-use for further development for the specified client or subsequent owners of that legal

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entity. Under no circumstance, the codes will be allowed to be used for re-selling or duplication purposes.

11. Hosting charges are not included in the quotations unless mentioned otherwise. Webybuild can organise an appropriate hosting solution if required, a quote for which will be submitted separately and approved by the client. Where clients decide to organise their own hosting, we should be consulted before finalising the type of hosting and database, as it should meet the requirements of the technology used for the development. Please note that we'll require full access with hosting support for testing and deploying the application. Webybuild will not be liable for any delays or errors caused by direct or indirect actions of the hosting company.
12. Depending upon the functionalities required, there may be 3rd party components such as Third-Party Payment Gateways or SSL certificates involved in building a website/application. Although Webybuild does its best in recognising the suitability of any such component, any unforeseen limitations of 3rd party components are beyond our control. Any third-party component purchase costs (such as SSL, Payment gateway, Google AdWords, Plug-in licenses etc) are not included in our quotes. (SSL can be provided for free for a lifetime if we have remaining tokens)
13. Domain registration/renewal etc charges are not included as a part of any project/proposal unless mentioned otherwise. If required, a quote for which will be submitted separately and approved by the client.
14. The client must recognize that at times there may be unforeseen circumstances that will delay the development process, particularly with reference to the integration of third-party software. We will try our best to complete the project as agreed in the proposal. As long as it is within a reasonable period, the client agrees not to penalize us for any genuine delay, when every effort to keep the project on the proposed schedule is taken.
15. All communications/correspondences are generally done via emails. It is client's responsibility to keep us updated with their relevant email addresses.
16. A link to Webybuild 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

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designed to fit in with the overall site design. The Client also agrees that the website developed for the Client may be presented in Webybuild's portfolio.

17. The Client keeps the ownership of data, files, and graphic logos they provide. They allow Webybuild to publish and use that material. If the Client wants to use any copyrighted information or files from a third party, they need to get permission and rights. It is the Client's responsibility to grant Webybuild permission and rights to use that material. The Client agrees to protect Webybuild from any claims that result from their negligence or failure to obtain proper copyright permissions. When the Client signs a contract for website design or placement, it guarantees that they have obtained all necessary permissions and authorities. Webybuild may ask for evidence of these permissions and authorities.