

## Terms and Conditions

By placing an order (or accepting a written quotation) with **Low Cost Web Agency Ltd.**, you confirm that you are in agreement with and bound by the terms and conditions below.

### Definitions:

**The Client:** The company or individual requesting the services of Low Cost Web Agency Ltd..

**Low Cost Web Agency Ltd.:** Primary designer/site owner & employees or affiliates.

### General

Low Cost Web Agency Ltd. will carry out work only where an agreement is provided either by email, telephone, mail or fax. Low Cost Web Agency Ltd. will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written contract between Low Cost Web Agency Ltd. and the client.

### Website Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Low Cost Web Agency Ltd. cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Low Cost Web Agency Ltd. until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Low Cost Web Agency Ltd. remain the copyright of Low Cost Web Agency Ltd. and may only be commercially reproduced or resold with the permission of Low Cost Web Agency Ltd..

Low Cost Web Agency Ltd. 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.



Any additions to the brief will be carried out at the discretion of Low Cost Web Agency Ltd. and where no charge is made by Low Cost Web Agency Ltd. for such additions, Low Cost Web Agency Ltd. accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to Low Cost Web Agency Ltd. all materials required to complete the site to the agreed standard and within the set deadline.

Low Cost Web Agency Ltd. will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Low Cost Web Agency Ltd. will not be liable or become involved in any disputes between the site owner and their clients and visitors and cannot be held responsible for any wrongdoing on the part of a site owner.

Low Cost Web Agency Ltd. will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Low Cost Web Agency Ltd. will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided .

## **Database, Application and E-Commerce Development**

Low Cost Web Agency Ltd. cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, cgi applications or software (unless specifically agreed) written by Low Cost Web Agency Ltd. remain the copyright of Low Cost Web Agency Ltd. and may only be commercially reproduced or resold with the permission of Low Cost Web Agency Ltd..

Where applications or sites are developed on servers not recommended by Low Cost Web Agency Ltd., the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.



Low Cost Web Agency Private Limited is an Indian Company incorporated under the Companies Act, 1956  
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The client is expected to test fully any application or programming relating to a site developed by Low Cost Web Agency Ltd. before being made generally available for use. Where “bugs”, errors or other issues are found after the site is live, Low Cost Web Agency Ltd. will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

## Website Hosting | Maintenance | Support

We offer limited hosting services by buying server space from Siteground.com Inc. They have great customer and technical support and service guarantee for an annual average of 99% network availability for their infrastructure.

Should you require any additional information, please refer to the Siteground own website for their [terms and conditions](#).

### Hosting / Data Transfer Limits

Our monthly data transfer limit is 1GB per Month, if data transfer exceeds this limit it will be charged at €0.012 per MB. If it appears after the launch of your website that your site need special hosting enhancement, Low Cost Web Agency Ltd will offer the customer at extra cost a new and more appropriate Hosting Solution, i.e Stand alone VPS or Dedicated Server etc.

**Whilst Low Cost Web Agency Ltd. recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service. Low Cost Web Agency Ltd. 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.**

### Maintenance

Ordinary maintenance of hosting systems is included in all our Website designing services if your website is hosted on our Servers. The cost of maintenance activity on a site hosted within your Hosting Provider will be billed at 40\$/hour or equivalent in your currency. Extraordinary Maintenance, even on our Server or within your hosting companies will be billed at 40\$/hour. Extraordinary maintenance jobs must have a prior written approval from you before starting. Extraordinary Maintenance can, but it's not limited to, include update of your Website CMS platform (i.e Wordpress, Joomla, Magento, Drupal, Opencart..) or update of any Module, Plugin, Component installed at the delivery date of your website. Take into consideration that update of your website must be mandatory to protect our server against security threats. Our hosting partners Siteground must ask us to update your website in order to be allowed to remain hosted on their servers. If you don't want to update your website, you are free to move it to other hosting company



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less regarding on security. In case your website is not updated and hosted with us, interruption and functionality issues must occurs. We are not responsible for such happenings.

## **Assistance | Support | Training**

30 min maximum of Skype call as well as 2 emails (answers to your technical questions related to your website) by month are included in all our website designing services when your website is hosted with us. That means a total of 6 hours of Skype assistance by year and 24 emails. If you don't use your free allowance of Skype session and emails during a month, you can't carry over them on the successive months. In the event you will require extra assistance over the free allowance, our hourly cost of 40\$/hour or equivalent in your currency will be charged.

## **Hosting | Domain | Maintenance | Support | Payment Policy & Billing Procedures**

All accounts are set up on a pre-pay basis. We accept payments via Check, Money Order, Wire Bank transfer, Credit Card, PayPal. Setup fees are charged for all new accounts that are paid on a 12 months basis and major account changes are non-refundable. All pricing is guaranteed for the term of pre-payment. Low Cost Web Agency may include in its offers the first 12 months hosting services and Domain registration for free but are not obliged to do so. Low Cost Web Agency Ltd. reserves the right to change prices at any time. Payment is due each anniversary month or period following the date the account was established. If 10 days have passed and payment has not been posted, the account will be suspended without further notice. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Low Cost Web Agency Ltd. to request termination of services.

## **Payment of Accounts**

A deposit of 70% is required with any project before any design work will be carried out except if stated otherwise by written agreement.

Once a website has been designed and 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 and paid a deposit they are still obliged to pay for the work that has been done. Nonpayment will result in legal action being taken if necessary.

A deposit is required from any new client before any work is carried out. It is the Low Cost Web Agency Ltd. policy that any outstanding accounts for work carried out by Low Cost Web Agency Ltd. or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Low Cost Web Agency Ltd.



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Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Low Cost Web Agency Ltd. have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will start legal proceedings and action to protect our interests.

Following consistent nonpayment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

## Passing of Rights

Once all amounts due to us from you are paid and cleared you are assigned the rights to use, as applicable, the products and services, including, the web site which includes the text, graphics, animation, audio components and digital components contained within the finished web site, in accordance with these terms and conditions, the Project Agreement and any applicable agreement, terms or license but no rights of ownership are conveyed unless specifically stated in the Project Contract.

No such rights as described in above will pass until all amounts due to us from you are paid. This means that we will have a lien over any service, products, data or information. If you have not paid the invoice in full within 2 months from the date of the invoice you agree that you will forfeit your rights.

The rights to photographs, graphics and any third party items such as source code, always remain the property of their respective owners.

Unless you have our specific written agreement in the Project Contract, all products, including Content Management Systems, interfaces, navigational devices, menus, menu structures or arrangements, icons, help, all operational instructions, scripts, cgi applications, software, programming/source code, and all other components of any source or object computer code that comprises the Website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content and design elements used or developed and all software, and our products and results of our services remain our property and we retain full ownership rights and all intellectual property rights.

You specifically agree not do anything that may in any way infringe upon or undermine our rights, title, or interest in the Website or our products and services.

This includes, but is not limited to, any sale, transfer or gift of the whole or of any part of any item, data or anything whatsoever that we own. You fully understand that we may reproduce, reuse, develop and use in any other way we choose, anything within our ownership



# Complaints Procedure

## Informal procedure

Anyone who experiences a problem with their web service provided by Low Cost Web Agency Ltd. should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

Low Cost Web Agency Ltd. 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 Low Cost Web Agency Ltd., who will acknowledge receipt and 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 and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

Any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Tamil Nadu - India

*This terms & conditions must be amended and modified without prior notice or any special advertisements. You must refer to <http://www.lowcostconcept.com/images/LCC-Terms-Conditions.pdf> for the last applicable version.*



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