



NexSora TECH™

+91-9453978039 | www.nexsoratech.com | nexsoratech@gmail.com

TERMS AND CONDITIONS

- We do not share c-panel details because our hosting is multiple and all our client data is here.
- Charges for getting WP login or Admin Panel is 2500/-
- We Don't provide any type of purchase key and license key of plugins / themes and template
- If Your website shows any sexual, fraud and illegal activity or Copywrite / Trademark we would take your website down and legal action would be taken.
- Start is website work. update is valid within 1 month. and we only add content and images not included any type of functionality.
- mail access is for web mail only.
- we work using html, Asp.net and wordpress plugin and themes.
- your website would be taken down. If full payment is not made.
- If any issue is repeated which was fixed and checked by you would be chargeable.
- The charges to remove Watermark tag is 2500/-
- If the website is made in your presence either in online or offline mode. In such case, other than the website developing cost hourly cost would also be charged. Hourly charges are 500 rupees for the first hour and then 300 for every subsequent hour.
- If there is any kind of error in Webmail and Hosting, then NexSora TECH™ is not responsible for that because Webmail and Hosting are third party service app, we can get solution by talking to Hosting Provider.
- All the container article pictures given in the website have been given by you, if anyone has any objection, then you yourself are responsible for it. You will be responsible for any

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fees incurred in proceedings in a court case (by NexSora TECH™) and for compensation as determined by the law of the court. All disputes are subject to SIDDHARTHANAGAR Jurisdiction only.

- For any kind of change in the website, for any other kind of suggestion, you can get help only in working hours, do not expect any help from us in Non-Working Hours

Project terms-

- All estimates/quotes are based on our understanding of your requirements and as per given time- frame. Any changes to the functionality including micro-improvements, may incur additional costs accordingly. Please ensure and clarify our understanding in a face to face meeting.
- By accepting a quote, you agree to and accept the terms and conditions of NexSora TECH™. Acceptance can be verbal, by email, payment of Initiation, signing a quote.
- Clients to ensure that we have included all requirements in the quotes/proposals/estimates and that we fully understand their requirements. Clients must provide us with clear guidelines along with the flow or specific details they may require. When such details are not provided, we will proceed with our understanding of the requirements and quote accordingly. At a later stage, if a discrepancy arises, it may lead to additional costs to accommodate the changes.
- Thus, it is essential that you clarify every aspect of your website development and ensure that you have been quoted on the right requirements.
- Any complexity related to specific tasks, must be advised in advance and included in the proposal for costing purposes. We operate in good faith and rely on our clients to disclose the full picture at the time of quotation. Any discrepancy arising due to unclear requirements will not be borne by NexSora TECH™.

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- There are limited man-hours allocated to each task including Project Management and Digital Strategist/Business Analyst. Minor changes may be included within the allocated hours. This will be analyzed on a case-by-case basis.
- NexSora TECH™ will make every effort to complete the project/changes in the given timeframe. Reasonable delays are accepted if functionalities are redefined or modified.
- Any delays at client's end, may delay the project and proposed timeframes and may incur additional costs.

- Any bugs (programming errors) reported during or just after the development does not attract additional charges.
- Any re-work on an already completed task will attract additional charges. Any changes in the design after the design approval will incur additional charges.
- Any modifications requested during the development or after the Go-Live approval will incur additional charges. All additional work, over and above the estimates is charged separately. Under no circumstances will NexSora TECH™ be liable for any delays caused by change in the project brief.
- 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.
- 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.
- Responsive/multi-device compatible web pages are tested on Android. If you require testing to be done on any other device, please discuss it in advance.

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- If your website/application is not hosted on a NexSora TECH™ server, any additional man-hours that may be required due to any server or network related issues are not covered in our quotes and may be charged separately.
- Please note that at any stage during the project, stalling of the project for over two calendar months will incur @RS. 7675/-week administration costs. Furthermore, it may increase the previously approved estimates. If you require the project to be put on hold, please advise us in writing in advance. To put the project on hold without incurring additional charges, we will need the account to be up to date based on the work done. Further details can be discussed if such a situation arises.
- The website or software application will be designed to be deployed on the web, via using a commercial grade web-server or a similar setup. Based on your website traffic, the website may not perform if deployed on a generic office network environment.
- 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 NexSora TECH™ does its best in recognizing 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.
- NexSora TECH™ takes no responsibility of any open source products such as HTML, PHP, ASP.NET and WordPress. It is client's responsibility to update all components and third party software's. We suggest you to take regular back-ups to avoid any disruptions.
- NexSora TECH™ offer packages in co-ordination with third party providers. Changes to the third party provider's rules and policies may ultimately effect the services we provide or the terms and conditions herein.

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- 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.
- 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.
- Hosting charges are not included in the quotations unless mentioned otherwise. NexSora TECH™ can organize an appropriate hosting solution if required, a quote for which will be submitted separately and approved by the client. Where clients decide to organize their own hosting, we should be consulted before finalizing 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. NexSora TECH™ will not be liable for any delays or errors caused by direct or indirect actions of the hosting company.
- NexSora TECH™ generally builds and tests the websites/applications on our own servers or hosted domains. NexSora TECH™ cannot give access to their test servers and test websites to the clients or any third party. The website/application can be transferred-off to a nominated 3rd party server upon full payment of all invoices and dues.
- Notwithstanding any other provision in the agreement, in consideration of the Customer entering into this agreement with NexSora TECH™, upon full payment of any outstanding invoices, NexSora TECH™ will grant an unconditional license to the Customer to reproduce, publish, communicate, use, exploit, vary, or otherwise deal with 1) the graphics, 2) texts and 3) images used in the published website and associated of form and functionality. This will not include the intellectual property relating to the production of

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the website including the digital strategies, programming codes, database structures, scripts, forms or functionalities.

- All communications/correspondences are generally done via emails. It is client's responsibility to keep us updated with their relevant email addresses.

-Annual Maintenance Terms-

➤ **Basic Annual Maintenance Package Terms:**

- All maintenance packages are for a minimum of 12 months' period.
- Maintenance packages are billed annually, however are paid monthly via direct debit on the 1st of every month.
- Packages may include 12 months' basic website hosting, email hosting and DNS hosting.
- Packages are designed to serve website maintenance tasks only. The hours may not be used for projects such as full redesign or major functionality add-ons.
- Does-not include any Digital Strategy, Business Analysis, Solution Architect, SEO and Digital Marketing work.
- Work-hours are tracked in 15minutes blocks. The support time is used once every month to take a full backup of your website. After that, we work on updating your CMS and plugin versions along-with any website fixes that may arise as a result of the updates. Any remaining hours can be used to make changes to the website. Any additional work hours are requested for your approval.
- NexSora TECH™ employs fair use policy, which means that although we don't formally transfer over any unused time to the next month or formally accumulate unused man-hours, we do understand that your needs may change from month to month, and we allow flexibility in good faith sometimes.
- Any extra hours used will be billed separately @ RS.500/hour incl Taxes.
- Support requests need to be sent via email to nexsoratech@gmail.com

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- Any urgent tasks will be charged separately.
- The package is auto renewed every year on its anniversary date.

–Payment terms:

- Monthly maintenance package fees require online or Account Payment / credit card payment only. No other forms of payment will be accepted for monthly maintenance. Send Payment Receipts at nexsoratech@gmail.com or WhatsApp +91-9453978039
- Monthly maintenance package fees will be charged to the clients online or Account Payment / credit card on file on the 1st day of every month.
- An administrative fee of Rs.2500 will be charged to the clients account for any late payments or declined online or Account Payment / credit card charges.
- More than three missed payments in a year may attract termination of the package and the client will need to pay immediately the entire remaining amount on the package.
- There are absolutely no refunds for any fees related to the monthly maintenance package.

Termination:

In case Client need to cancel the auto annual renewal, please inform us in writing (email) at least one month prior to the renewal date.

Ongoing term: For any reason if the Client decides to terminate an on-going maintenance package then they will need to pay the balance amount of the remaining months.

NexSora TECH™ reserves the right to terminate annual maintenance at any time with written notice to the Client.

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Payment / Refund Terms:-

NexSora TECH™ reserves the right to negotiate and refund appropriate portion of the amount paid by customer towards the requested service. If you cancel your order after making the payment, but the work has not commenced, we will refund 75% of the payment that you have already made. If the order is cancelled after the commencement of work, the maximum refund or charge will be 50% of the invoice. There will be no refund or adjustments if cancellation is called when more than 50% of the work has been completed. All cancellations must be received in writing and can be sent via regular mail, email or fax. Telephone requests on cancellations will not be accepted.

For minor or once-off works, payments need to be made either in advance or as per the terms mentioned in the invoice/proposal. If you require any changes to the terms, you must inform us in writing (emails accepted) within two working days of the receipt of the same.

Late fees and charges: All outstanding invoices will incur a late payment fee of 10% of the pending amount and an administration fee of @RS. 426 /- per month, from the due date.

Due date: Is the date on which the payment is due as per the terms on the invoice/proposal
Outstanding Invoice: An invoice is deemed to be outstanding if the payment is still due after 14 days of the expiry of the due date.

Debt Collection: Client is provided a further 7 days after late payment fee is applied to pay the invoice. Failure to pay will result in the outstanding amount referred to a debt collector.

NexSora TECH™ will not be liable for any costs or charges associated with the recovery of the outstanding amount. Any charges associated with the recovery of the outstanding

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amount (debt collectors, administration charges, legal fees) will be referred to the client for processing.

- If you are late with a payment or have any queries regarding the Invoice, please contact Accounts Manager immediately on receiving the invoice or reminder emails.
- All communications/correspondences are generally done via emails. It is client's responsibility to keep us updated with their relevant email addresses.
- Any payment relating to the domain name registration renewal or hosting or any 3rd party products or service purchased on behalf of the client will have to be paid in full and is non-refundable. In case of all renewal cancellations, we must be notified at least 30 days before the renewal date.
- NexSora TECH™ generally builds and tests the websites/applications on our own servers or hosted domains. The website/application will be transferred-off to the nominated 3rd party server upon full payment of all invoices and dues.