



Our best is yet to come...

Introduction

since 2004 **FATbit Technologies**

Complete eSolutions Provider

Design//Development//Marketing//Maintenance

Our signature product is BUSINESS OPTIMIZATION SYSTEM:

BIZixx.com

prepared by

Manish Bhalla

FATbit Technologies

www.FATbit.com

+1 469 844 3346

FATbit Technologies - Terms and Conditions

Terms and Conditions

1. Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and FATbit Technologies. The approval for the work can be either an email confirming back the quote (with the quote document attached) or the quote document signed by the client.

Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts these terms and conditions.

2. Material: All material supplied by the client shall remain the client's property. It will be assumed that this material belongs to the client and that it does not breach any copyright laws.

3. Domain Names: FATbit provides domain name consultancy if required. Domain names registered by FATbit on the Customer's behalf are property of FATbit until the client has paid for the domain booked and professional fees involved and previously agreed upon.

FATbit Technologies agree to transfer this domain to the customer or his/her agent when asked to do so provided that all accounts have been settled.

Note: Domains booked and owned by Clients themselves are not subject matter above. This term is related to only those domains which are booked by FATbit upon the request of clients.

4. Registration Charges: All third party costs arising from the registration of a domain name/purchase of third party utilities/services shall be met by the Client and are payable to FATbit Technologies before a formal application for registration is made. This is included in the standard invoice issued after approval for work to commence.

5. Copyright: FATbit Technologies will retain the copyright of any material, including design, artwork and the source code, created for the client by FATbit Technologies. Once final payment has been received by FATbit Technologies copyright may be transferred to the client if previously agreed. FATbit Technologies reserves the right to retain the copyright on all material created by FATbit Technologies unless otherwise agreed between the two parties in writing.

6. Photography and graphics: FATbit Technologies may use stock photographs and images in the design and build of the site. Images and graphics purchased from stock libraries are not generally included in the quote and will only be included once the client has approved the additional cost.

General reworking and editing of artwork and photography supplied by the client will be included in the quote but where FATbit Technologies considers the amount or extent of work involved in editing or reworking assets FATbit Technologies reserves the right to charge for the time of carrying out such work at its usual company hourly rates.

7. Accessibility: Responsibility for the adherence to Indian law regarding disabled accessibility rests with the client and not with FATbit Technologies. Adhering to accessibility guidelines may involve additional expense depending on a client's requirements and will be costed separately according to the clients' requirements.

8. Browser compatibility: FATbit Technologies makes every effort to design pages that display acceptably in the most popular current browsers i.e. IE7 and Latest version of FireFox released on the date of project agreement, but cannot accept responsibility for pages that do not display acceptably in new versions of browsers released after pages have been designed. *IE 6 is an outdated browser we should pay tribute to it and say goodbye and upgrade our browsers or should start using Firefox which is free to download and performs much better than IE 6.*

9. Search Engine Submission: FATbit Technologies is not responsible for the client's on-going web site promotion. Should the client require the site to be promoted a separate contract must be agreed. FATbit Technologies can make no guarantees about the success of any search engine promotion activity because this is controlled by the search engines.

10. Cancellation: Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly. If cancellation takes place prior to completion the client will be charged what FATbit Technologies consider to be a reasonable amount for the work carried out to that date.

11. Site maintenance: FATbit Technologies does not undertake to maintain or update a client's website as part of the design commission. If a client wishes FATbit Technologies to maintain or update a web site as a separate commission, FATbit Technologies will negotiate with the client a maintenance contract appropriate to the amount of work required.

12. Content: FATbit Technologies cannot be held liable for any information contained within The Client's web site. The content of such remains the copyright and intellectual property of The Client.

13. Examples of work: FATbit Technologies retains the right to display graphics and other web design elements as examples of their work in their respective portfolios.

14. Signature: ~~FATbit Technologies signature must be put on the site preferably at the bottom of the website (on all the pages) and it should link back to www.FATbit.com. If the client must remove this link an additional price of 25% will be charged. Following html code must be used to place the signature:~~

~~Website Design Company: FATbit Technologies~~

~~Signature should be visible to human eyes and search engine spiders.~~

This term is not applicable from 30th Jan, 2012 onwards unless otherwise agreed upon between the two parties.

15. Travel Time and Expenses: Travelling time to and from customer premises is not generally included in our estimate. If a visit/travel is required for meeting, The Client will bear all the expenses or as agreed by both the parties.

16. Quotations: The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required, as the site is developed, then we will provide a separate quote for the additional work and may need to review the timescale for completing the project.

17. Upfront Payment: An advance of 40% of the total cost of the project is required before work can commence. After work commences this is non-refundable.

18. Payment terms: Payment is currently accepted by Wire Transfer, Moneybookers & PayPal, unless otherwise agreed.

19. Payment: Payment will be due within 14 days of invoice. Full publication of the Web Pages may take place only after full payment has been received unless otherwise agreed. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of US\$ 100 will be required to have the site restored.

Accounts that have not been settled within 14 days of the date shown on the invoice will incur a late payment charge of 10% of the amount outstanding.

20. Internet Service Provider: The customer understands that any Internet Service Provider (ASP) services or Website storage services will require a separate contract with the ISP. FATbit Technologies will agree to set up a domain name with host if required, but will not be held responsible for any changes made by the server supplied.

21. 1 Year Free Technical Support: FATbit is among the best website designing companies of India - we not only do best website designs and develop best web solutions, we also provide Free technical support for 1 year from the date of delivery of the project or project files are moved to your hosting account; whichever happens earlier. 1 Year Free Technical Support is available for all the bugs/errors found in our server side scripting or Java script errors. To give you our best services, we take this responsibility of Free support at no extra cost to you until and unless some other designer/developer modifies the project files we have delivered.

22. Delayed Response From Client Side: Unreasonable delays from client side in providing the required feedback/information/data to finish the project shall exempt FATbit from meeting the timelines mentioned in the quote. In case client does not provide required details/data/information for more than 15 working days, client authorizes FATbit to forfeit the payments made towards this project.

23. Single Domain License: Unless otherwise agreed, client agrees to setup the scripts delivered only on one domain. However if client wish to run same website on different domain, then client has to purchase separate license for each domain.

24. License Validity Period: License comes without expiry date as long as it is for single domain.

25. Ownership Of Code and Intellectual Property Rights: Unless otherwise agreed, FATbit is the owner of the sourcecode and the intellectual property rights and reserves the right to reuse the code for other projects.

26. Share in profits from business or sale of business: After client makes the agreed payment for the project - FATbit will not claim share in your profits from business or from sale of business to some other company

27. No recurring costs of license: There is no renewal/recurring license fee. However if client wish to run same website on different domain, then client has to purchase separate license for each domain.

28. Use of encrypted files: Unless otherwise agreed, for faster turn around and bug free application development, FATbit can use own framework (code library in encrypted format) which is used for web applications development. Client will be provided with detailed documentation for using code library functions, with help of the documentation provided other programmers can modify the website functionality.

Notes:

In no event, FATbit Technologies shall be liable to the customer or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these Web pages or website, even if FATbit Technologies has been advised of the possibility of such damages. Despite the best efforts of FATbit Technologies errors in web page information will occur. At no time will FATbit Technologies responsibilities for accidentally including erroneous information extend beyond correcting the error.

Should FATbit Technologies waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit FATbit Technologies to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

FATbit Technologies reserves the right to change or modify any of these terms or conditions at any time, but agreements signed prior to the updation in this agreement remains unaffected. Should clarification of any of the above be required, please contact us.