

# FATbit Technologies - Terms and Conditions

(Terms 1<sup>st</sup> to 21<sup>st</sup> are Standard Terms)

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 through either an email confirming back the quote (with the quote document attached) or the quote document signed by the client.

**Important:** Payment of the advance fee indicates that the client accepts these terms and conditions, and approves to commence the work.

2. **1 Year Free Technical Support:** FATbit provides 1 year free technical support for following kind of issues:

- Server side scripting/programming errors/bugs
- Logical Bugs/Calculation related errors/bugs
- Connection errors/API Integration Errors

Above support is not available if the errors/bugs arise due to any external entity. Examples:

- Server or software or application or extension downgrades or upgrades
- Edits done in the code/scripts delivered by any external entity/person/professional
- Operating System or Browser Version Downgrades/Upgrades
- Any other factor which is not directly related to any deficiency at the end of FATbit

3. **Photography and graphics:** FATbit Technologies may use stock photographs and images while creating the website. Images and graphics purchased from stock libraries are not generally included in the quote and will be invoiced separately. FATbit will keep the client updated about the stock images being used and the cost involved before raising the invoice.

4. **Browser compatibility:** FATbit Technologies makes every effort to design pages that work flawlessly on most popular current browsers i.e. IE10 and IE11 and latest version of FireFox/Chrome released on the date of project agreement. We however cannot be held responsible for pages that do not display acceptably in new versions of browsers released after pages have been designed. *IE8 and older IE versions are outdated browsers and hence we don't design with them in mind. We recommend using latest version of Chrome or Firefox instead of older versions of Microsoft Internet Explorer.*

5. **Search Engine Submission:** Following services are not part of the project unless agreed otherwise in writing:

- Submission of websites on different search engines.
- Securing good ranking of your website on different search engines.
- Search Engine Optimization – On Page/Off Page.

6. **Site maintenance:** Unless otherwise agreed in writing, following services will be separately billed after the website has been made live:

- Content updates
- Refinements and logical tweaks to the website, which were not planned/approved by client earlier.

c. Content presentation and design updates which were not planned/approved by client earlier.

7. **Content:** After FATbit has delivered the website to client, client is solely responsible for the content/information/images posted on his website. If there is any error or omission by FATbit team while uploading/posting the content/information/images on client's website, FATbit will correct it if reported to FATbit representatives.
8. **Material:** All material supplied by the client shall remain client's property. FATbit rightfully believes that this material belongs to the client and that it does not breach any copyright laws. Under no circumstances shall FATbit be held responsible for any claims, damages, and loss of profit or reputation caused to client due to the use of material provided by the client.
9. **Domain names booked by FATbit on behalf of client:** FATbit provides domain name consultancy if required. Domain names registered by FATbit on the client's behalf are property of FATbit until client has paid for the domain booked and any fee involved.

FATbit Technologies agrees to transfer such domains to the client or his/her agent when asked to do so provided that all accounts have been settled.

**Note:** Domains booked and owned by client are not subject to this term. This term applies only to those domains which are booked by FATbit upon the request of client.

10. **Travel Time and Expenses:** Travelling time to and from the client 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.
11. **3<sup>rd</sup> Party Add-ons/services/applications:** 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. Examples of 3<sup>rd</sup> party fees are as under:
  - i. Domain Names
  - ii. Server Space Hosting Fees
  - iii. SSL Certificates
  - iv. Backup Services
  - v. 3<sup>rd</sup> Party APIs, if any, required by 'Client' to be integrated with the work ordered.
  - vi. 3<sup>rd</sup> Party Plugins/Scripts/Applications/Software/Widgets/Services, if any, required by 'Client' to be integrated with the work ordered.
  - vii. Payment Gateways Signup and Recurring Fees
12. **Examples of work:** Unless negotiated otherwise, FATbit Technologies retains the right to list/display the client name and logo with or without work performed(Design/Development/Online Promotion) for the Client in its respective portfolios and promotion materials. This over-rides all previous agreements and NDAs signed.
13. **Quotations:** The price quoted to the client is for the work agreed in the proposal document only. Should the client decide that changes are required after the project work has been initiated, then

FATbit will provide a separate quote for the additional work and may need to review the timescale for completing the project. Cost estimates and prices quoted are valid for maximum one month unless otherwise agreed.

#### **14. Mode of Payment**

- a. Clients Based Outside India: International Wire Transfers, Credit Card/PayPal via 2Checkout payment gateway.
- b. Clients Based in India: NEFT, RTGS or Physical Cheques mailed to our office address.

#### **15. Payment Terms:**

- i. Payment plan is agreed between the 'Client' and FATbit based on the milestones.
- ii. Payment shall be due within 14 days of the invoice date unless specifically mentioned in the Invoice.
- iii. Full publication of the Web Pages may take place only after full payment has been received unless otherwise agreed.
- iv. Any material previously published may be removed if payment is not received. When this occurs, a minimum charge of \$100 USD will be charged to have the site restored.
- v. Accounts that have not been settled within 14 days of the date shown on the invoice will incur a late payment charge of \$500 USD for delay of each week.
- vi. In case of delay in payments beyond the due date, FATbit reserves the right to stop the work being commenced and 'Client' agrees to exempt FATbit from meeting the timelines agreed.

#### **16. Cancellation: Both the parties reserve the right to cancel the project at any stage.**

- i. In case the project is cancelled by Client, the payments made for the project can be refunded to the client after deducting the upfront payment amount received for Initiation of the project and the other payments received against the milestones completed.
- ii. In case the project is cancelled by FATbit, the payments made for the project can be refunded after deducting USD 15 per hour for the hours spent on the work performed for the client including but not limited to the time spent on project discussion, requirements gathering, project planning & documentation, project initiation and execution. After the payments are settled between the two parties – FATbit shall transfer to 'Client' - all the documents, designs and scripts produced for the project.

**17. 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.

**18. Time Estimates:** Client agrees that stipulated timelines cannot be met if the project scope is changed by client once the project scope document is finalized. Client agrees not to change the requirements without extending the original agreed timelines by minimum 1 week against each change request.

- 19. Share in profits from business or sale of business:** After client makes the agreed payment for the project, FATbit will not claim share in client's profits from business or from sale of business to some other company.
- 20. Copyright/Ownership Rights:** FATbit Technologies will retain the copyright of any material, including design, artwork and the source code, created for the client by FATbit Technologies. 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. As per the agreed terms client owns rights on following items:
- Logo/Graphics/Pictures/Images supplied by client – Yes
  - Website Interface/PSD/Creatives/Designs – Yes if client has ordered custom design.
  - Programming Files/Source Code – Client owns the rights if the project is not being done on Single Domain License basis and has been specifically mentioned in the Deliverables list.
  - If the project is being done on Single Domain License basis, Client owns the rights to use the system only on designated domains and Client should take reasonable care of the system files to restrict un-authorized access of the system scripts/source code delivered.
- 21. Ownership of Code and Intellectual Property Rights:** Unless otherwise agreed, FATbit is the owner of the source code and the intellectual property rights and reserves the right to reuse the code for other projects.

**(Terms 22nd to 25th are only applicable in case of Single Domain Non Exclusive License)**

- 22. Single Domain License:** Unless otherwise agreed, client agrees to setup the scripts delivered only on one domain, one sub-domain (wip.yourdomain.com) and localhost. However if client wish to run same website on different domain/sub-domain, then client has to purchase separate license for each domain/sub-domain.

No license would be required for Add-on Domains that will point to the main domain where this system will be implemented. All add-on domains will be forwarded to the main domain from the hosting server and no additional license would be required for these domains.

For every new domain or sub-domain, client has to buy a separate license.

- 23. License Validity Period:** License comes without expiry date as long as it is for single domain. (Only for FATbit Products)
- 24. No recurring costs of license:** There is no renewal/recurring license fee. However, if client wishes to run same website on different domain or sub domain, then client has to purchase separate license for each domain or sub domain.
- 25. Use of encrypted files:** Unless otherwise agreed, FATbit can use own framework (code library in encrypted format) for web applications development for making source code of our intellectual property/scripts secure from other programmers; faster turnaround time; and bug free application development. Client will be provided with detailed documentation for using framework (code library functions). With the help of documentation provided, other programmers can modify the website functionality. FATbit framework is collection of functions related to Database Manipulation, Images/Files Management, Paging, and Form Builder etc. which looks like PHP Functions but have

different syntax than default PHP functions. Other willing and efficient PHP programmers can learn and practice these functions/framework within 2-4 days.

**Notes:** In no event, FATbit Technologies shall be liable to the client 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 may occur. At no time will FATbit Technologies be held responsible for accidentally including erroneous information, extending 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 updates in this agreement remains unaffected. Please feel free to contact us for more info/clarification about any of the terms and conditions mentioned above.