

TERMS & CONDITION

SEO

THIS CONTRACT WILL BE BETWEEN WEBEFUSION AND YOUR COMPANY (HEREINAFTER REFERRED TO AS "CLIENT") ON THE DAY YOU COMPLETE THE FORM.

1. WEBEFUSION WILL PROVIDE CLIENT WITH SEARCH ENGINE OPTIMIZATION SERVICES (HEREINAFTER REFERRED TO AS "SEO") AS DESCRIBED IN THIS CONTRACT. WEBEFUSION WILL USE SPECIFIC KEYWORDS AND/OR PHRASES TO IMPROVE THE SEARCH ENGINE RANKING OF, AND/OR POSITION THE CONTENTS OF THE CLIENT'S WEBSITE.

2. ALL INVOICES MUST BE PAID IN FULL WITHIN 7 DAYS OF BILLING.

WEBEFUSION SEO SERVICES ARE INTENDED TO SERVE TWO MAIN PURPOSES:

- 1) TO PROVIDE THE CLIENT WITH INCREASED EXPOSURE IN SEARCH ENGINES, AND
- 2) TO DRIVE TARGETED ONLINE TRAFFIC TO THE SITE.

WEBEFUSION SEO SERVICES MAY INCLUDE (BUT ARE NOT LIMITED TO):

- RESEARCHING KEYWORDS AND PHRASES TO SELECT APPROPRIATE, RELEVANT SEARCH TERMS.
- OBTAINING "BACK LINKS" FROM OTHER RELATED WEBSITES AND DIRECTORIES IN ORDER TO GENERATE LINK POPULARITY AND TRAFFIC.
- EDITING AND/OR OPTIMIZATION OF TEXT FOR VARIOUS HTML TAGS, META DATA, PAGE TITLES, AND PAGE TEXT AS NECESSARY.
- ANALYSIS AND RECOMMENDATIONS ON OPTIMAL WEBSITE STRUCTURE, NAVIGATION, CODE, ETC. FOR BEST SEO PURPOSES.
- RECOMMEND, AS REQUIRED, ADDITIONAL WEB PAGES OR CONTENT FOR THE PURPOSE OF "CATCHING" KEYWORD/PHRASE SEARCHES.

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- CREATE TRAFFIC AND RANKING REPORTS SHOWING RANKINGS IN THE MAJOR SEARCH ENGINES.
- CREATING BLOG POSTS AND SOCIAL MEDIA POSTS.

3. FOR THE PURPOSES OF RECEIVING PROFESSIONAL SEO SERVICES, CLIENT AGREES TO PROVIDE THE FOLLOWING:

- ADMINISTRATIVE/BACKEND ACCESS TO THE WEBSITE FOR ANALYSIS OF CONTENT AND STRUCTURE.
- PERMISSION TO MAKE CHANGES FOR THE PURPOSE OF OPTIMIZATION, AND TO COMMUNICATE DIRECTLY WITH ANY THIRD PARTIES.
- UNLIMITED ACCESS TO EXISTING WEBSITE TRAFFIC STATISTICS FOR ANALYSIS AND TRACKING PURPOSES.
- ACCESS TO A CLIENT EMAIL ADDRESS (@DOMAIN OR GMAIL) FOR THE PURPOSES OF REQUESTING LINKS.
- AUTHORIZATION TO USE CLIENT PICTURES, LOGOS, TRADEMARKS, WEB SITE IMAGES, PAMPHLETS, CONTENT, ETC., FOR ANY USE AS DEEMED NECESSARY BY (COMPANY NAME) FOR SEARCH ENGINE OPTIMIZATION PURPOSES.
- IF CLIENT'S SITE IS LACKING IN TEXTUAL CONTENT, CLIENT WILL PROVIDE ADDITIONAL TEXT CONTENT IN ELECTRONIC FORMAT FOR THE PURPOSE OF CREATING ADDITIONAL OR RICHER WEB PAGES.

4. CLIENT MUST ACKNOWLEDGE THE FOLLOWING WITH RESPECT TO SEO SERVICES:

- ALL FEES ARE NON-REFUNDABLE.
- ALL FEES, SERVICES, DOCUMENTS, RECOMMENDATIONS, AND REPORTS ARE CONFIDENTIAL.
- WEBEFUSION HAS NO CONTROL OVER THE POLICIES OF SEARCH ENGINES WITH RESPECT TO THE TYPE OF SITES AND/OR CONTENT THAT THEY ACCEPT NOW OR IN THE FUTURE. THE CLIENT'S WEBSITE MAY BE EXCLUDED FROM ANY DIRECTORY OR SEARCH ENGINE AT ANY TIME AT THE SOLE DISCRETION OF THE SEARCH ENGINE OR DIRECTORY.

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- DUE TO THE COMPETITIVENESS OF SOME KEYWORDS/PHRASES, ONGOING CHANGES IN SEARCH ENGINE RANKING ALGORITHMS, AND OTHER COMPETITIVE FACTORS, WEBEFUSION DOES NOT GUARANTEE #1 POSITIONS OR CONSISTENT TOP 10 POSITIONS FOR ANY PARTICULAR KEYWORD, PHRASE, OR SEARCH TERM.
 - OCCASIONALLY, SEARCH ENGINES WILL DROP LISTINGS FOR NO APPARENT OR PREDICTABLE REASON. OFTEN, THE LISTING WILL REAPPEAR WITHOUT ANY ADDITIONAL SEO. SHOULD A LISTING BE DROPPED DURING THE SEO CAMPAIGN AND DOES NOT REAPPEAR WITHIN 30 DAYS OF CAMPAIGN COMPLETION, WEBEFUSION WILL RE-OPTIMIZE THE WEBSITE/PAGE BASED ON THE CURRENT POLICIES OF THE SEARCH ENGINE IN QUESTION.
 - SOME SEARCH DIRECTORIES OFFER EXPEDITED LISTING SERVICES FOR A FEE. IF THE CLIENT WISHES TO ENGAGE IN SAID EXPEDITED LISTING SERVICES (E.G., PAID DIRECTORIES), THE CLIENT IS RESPONSIBLE FOR ALL PAID FOR INCLUSION OR EXPEDITED SERVICE FEES. WEBEFUSION CAN OFFER A LIST OF EXPEDITED LISTING SERVICES UPON REQUEST.
 - LINKING TO “BAD NEIGHBORHOODS” OR GETTING LINKS FROM “LINK FARMS” CAN SERIOUSLY DAMAGE ALL SEO EFFORTS. WEBEFUSION DOES NOT ASSUME LIABILITY FOR THE CLIENT’S CHOICE TO LINK TO OR OBTAIN A LINK FROM ANY PARTICULAR WEBSITE WITHOUT PRIOR CONSULTATION.
5. WEBEFUSION IS NOT RESPONSIBLE FOR CHANGES MADE TO THE WEBSITE BY OTHER PARTIES THAT ADVERSELY AFFECT THE SEARCH ENGINE RANKINGS OF THE CLIENT’S WEBSITE.
 6. ADDITIONAL SERVICES NOT LISTED HEREIN (BRANDED COPYWRITING, BLITZ CAMPAIGNS, ADDITION CONSULTING, ETC.) WILL BE PROVIDED FOR AN ADDITIONAL FEE.
 7. THE CLIENT GUARANTEES ANY ELEMENTS OF TEXT, GRAPHICS, PHOTOS, DESIGNS, TRADEMARKS, OR OTHER ARTWORK PROVIDED TO BOOM VISIBILITY FOR INCLUSION ON THE WEBSITE ABOVE ARE OWNED BY THE CLIENT, OR THAT THE CLIENT HAS RECEIVED PERMISSION FROM THE RIGHTFUL OWNER(S) TO USE EACH OF THE ELEMENTS, AND WILL HOLD HARMLESS, PROTECT, AND DEFEND WEBEFUSION AND ITS SUBCONTRACTORS FROM ANY LIABILITY OR SUIT ARISING FROM THE USE OF SUCH ELEMENTS.

PPC & SMA

1. TERM AND TERMINATION –

1. WEBEFUSION SERVICES SHALL BEGIN ONLY AFTER AGREEMENT HAS BEEN SIGNED BY CLIENT, CLIENT HAS COMPLETED AND SIGNED WEBEFUSION AUTOMATIC CREDIT CARD BILLING AUTHORIZATION FORM, AND PROCESSED CLIENT'S FIRST PAYMENT IN THE AMOUNT SET FORTH ABOVE;
2. THIS AGREEMENT AND THE OBLIGATIONS OF THE PARTIES IMPOSED HEREIN SHALL CONTINUE UNLESS AND UNTIL TERMINATED IN ACCORDANCE WITH THIS SECTION;
3. THE INITIAL TERM OF THIS AGREEMENT IS MONTH TO MONTH BEGINNING ON THE EFFECTIVE DATE;
4. AT ITS SOLE AND COMPLETE DISCRETION, AND WITH OR WITHOUT CAUSE, EITHER PARTY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AT ANY TIME UPON WRITTEN NOTICE DELIVERED TO THE NON-TERMINATING PARTY NO FEWER THAN THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH TERMINATION;
5. THE INITIAL TERM OF THIS AGREEMENT SHALL AUTOMATICALLY RENEW WITH ALL PROVISIONS HEREIN REMAINING THE SAME UNLESS A WRITTEN AGREEMENT TO THE CONTRARY IS EXECUTED BY THE PARTIES NO FEWER THAN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF SAID INITIAL TERM.

2. PAYMENT –

1. UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES, SERVICES BY PURSUANT TO THIS AGREEMENT WILL NOT BEGIN UNTIL INITIAL PAYMENT DUE FROM CLIENT IS RECEIVED AND PROCESSED.
2. MONTHLY FEES FOR WEBEFUSION SERVICES ARE DUE ON THE FIRST OF EACH MONTH.
3. INVOICES OR STATEMENTS OF CHARGES PRESENTED BY WEBEFUSION TO CLIENT FOR PAYMENT OF SERVICES RENDERED SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY CLIENT UNLESS CLIENT SUBMITS WRITTEN NOTICE OF SPECIFIC OBJECTION WITHIN FIFTEEN (3) DAYS OF RECEIPT OF ANY SUCH INVOICE OR STATEMENT; FAILURE TO MAKE SUCH OBJECTION WITHIN THE TIME LIMIT SPECIFIED HEREIN SHALL CONSTITUTE A WAIVER OF ANY SUCH OBJECTION;
4. WEBEFUSION RETAINS THE RIGHT TO ALTER THE BILLING DATE AND/OR METHOD AT ANY TIME SUBJECT TO PROVIDING CLIENT FIFTEEN (15) DAYS' NOTICE THEREOF. SHOULD CLIENT FAIL TO OBJECT TO SUCH CHANGES IN WRITING PRIOR TO THE DEADLINE STATED IN THE NOTICE, CLIENT SHALL BE DEEMED TO HAVE ACCEPTED SAID CHANGES;
5. PAYMENTS OWED BY CLIENT TO WEBEFUSION ARE DELINQUENT IF NOT PAID IN FULL BY THE DATE DUE IN ACCORDANCE WITH THIS AGREEMENT. REGARDLESS OF THE CAUSE FOR DELINQUENCY, INTEREST ON PAST DUE BALANCES SHALL ACCRUE AT THE RATE OF FIFTEEN PERCENT (7%) PER

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ANNUM COMMENCING ON THE DATE SUCH AFORESAID DELINQUENCY BEGINS AND CONTINUING UNTIL ALL SUCH INTEREST AND PRINCIPAL IS PAID IN FULL.

6. COST OF SERVICES AS SHOWN ABOVE INCLUDES ALL FEES. WEBEFUSION WILL TAKE A DIRECT MANAGEMENT FEE OF THE TOTAL MONTHLY CHARGE, IN ADDITION TO OTHER FEES THAT MAY BE APPLICABLE.
7. AFTER COMMENCEMENT OF ANY SERVICES BY WEBEFUSION IN ACCORDANCE WITH THIS AGREEMENT, NO REFUND OR RETURN OF ANY PAYMENT MADE BY CLIENT FOR PAYMENT OF SAID SERVICES SHALL BE MADE.

3. CONTINUATION OF OBLIGATIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE OBLIGATIONS OF THE PARTIES WHICH REMAIN EXECUTORY AFTER TERMINATION OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL DISCHARGED BY PERFORMANCE, AND ALL RIGHTS WHICH PERTAIN TO SUCH OBLIGATIONS SHALL REMAIN IN FORCE UNTIL THEIR EXPIRATION, INCLUDING BUT NOT LIMITED TO RIGHTS AND OBLIGATIONS CONCERNING CONFIDENTIALITY.

4. PERFORMANCE

WEBEFUSION DOESN'T GUARANTEE SET NUMBER OF LEADS OR SALES SINCE PERFORMANCE IS DEPENDENT ON VARIOUS FACTORS AND ARE NOT ALWAYS UNDER CONTROL.

6. TRADE SECRETS.

WEBEFUSION WILL NOT DISCLOSE ANY INFORMATION IT DEEMS AS PROPRIETARY OR TRADE SECRET AND DOES NOT ALLOW ANY SHARING OF DATA ACROSS ANY ENTITIES OR DATA SOURCES THEY DEEM AS COMPETITIVE. UPON TERMINATION, AS WELL AS THROUGHOUT THE DURATION OF THIS AGREEMENT, WEBEFUSION MAINTAINS SOLE ACCESS TO PROPRIETARY GOOGLE CLIENT CENTER, GOOGLE ADWORDS, MICROSOFT AD CENTER, FACEBOOK AD CENTER AND ANY OTHER GOOGLE, FACEBOOK OR BING ADVERTISING ACCOUNTS BUILT OR MANAGED BY WEBEFUSION WHICH ARE DEEMED AS PROPRIETARY. WORK AND DAILY MANAGEMENT OF CAMPAIGNS COMPLETED BY WEBEFUSION WITHIN ANY GOOGLE ADWORDS, MICROSOFT AD CENTER OR ANY OTHER GOOGLE, FACEBOOK OR BING ADVERTISING ACCOUNTS ARE CONSIDERED TRADE SECRETS. WEBEFUSION DOES NOT INTEGRATE ITS DATA OR ACCOUNTS WITH ANY 3RD PARTY DATA SOURCES ENLIGHTENED MEDIA USES PROPRIETARY INTELLECTUAL PROPERTY TO SET UP THEIR ADVERTISING CAMPAIGNS AND WILL THUS OWN ANY ADVERTISING CAMPAIGNS OR ACCOUNTS THEY SETUP AND MANAGE. THE PROPRIETARY IMPLEMENTATION OF ALL ABOVE SERVICES IS NON-TRANSFERRABLE FOLLOWING TERMINATION OF THE PROGRAM BY EITHER PARTY.

7. PROPER AUTHORITY ON BEHALF OF CLIENT.

IN SIGNING THIS AGREEMENT, THE UNDERSIGNED PERSONALLY REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF HIS OR HER CORPORATION.

15. OTHER.

DURING THE EXISTENCE OF THIS AGREEMENT UNDER THE INITIAL OR ANY SUBSEQUENT TERM, BOTH PARTIES SHALL FAVOR THE OTHER WHENEVER FACED WITH A SITUATION PRESENTING A CONFLICT OR COMPETITION OF INTEREST BETWEEN ONE PARTY AND A DIFFERENT CLIENT OR POTENTIAL CLIENT OF THE OTHER PARTY, WHENEVER DOING SO IS FEASIBLE, IN THE BEST INTERESTS OF BOTH PARTIES AND IN FURTHERANCE OF THIS AGREEMENT.

WEBSITE

- 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 OR VIDEO MEETING.
- BY ACCEPTING A QUOTE, YOU AGREE TO AND ACCEPT THE TERMS AND CONDITIONS OF WEBEFUSION WORLDWIDE PVT LTD. ACCEPTANCE CAN BE VERBAL, BY EMAIL, PAYMENT 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 WEBEFUSION WORLDWIDE.
- 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 ANALYSED ON A CASE-BY-CASE BASIS.
- WEBEFUSION WILL MAKE EVERY EFFORT TO COMPLETE THE PROJECT/CHANGES IN THE GIVEN TIMEFRAME. REASONABLE DELAYS ARE ACCEPTED IF FUNCTIONALITIES ARE REDEFINED OR MODIFIED.

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- 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 WEBEFUSION 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, IPHONE AND PADS. IF YOU REQUIRE TESTING TO BE DONE ON ANY OTHER DEVICE, PLEASE DISCUSS IT IN ADVANCE.
- IF YOUR WEBSITE/APPLICATION IS NOT HOSTED ON A WEBEFUSION 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.
- 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.

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- WEBEFUSION SOFTWARE CODES (NOT INCLUDING OPEN SOURCE SOFTWARE) ARE COPYRIGHTS OF WEBEFUSION. 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 ENTITY. UNDER NO CIRCUMSTANCE, THE CODES WILL BE ALLOWED TO BE USED FOR RE-SELLING OR DUPLICATION PURPOSES.
- WEBEFUSION OWNS COPYRIGHTS OF ALL CODES WRITTEN FOR ANY CLIENT, UNLESS ARRANGEMENTS ARE MADE PRIOR TO START OF THE PROJECT. WEBEFUSION WARRANTS A LICENSE TO USE ANY CUSTOM BUILT SOFTWARE FOR THE CLIENT, FOR THEIR USE ONLY. THIS LICENSE IS GRANTED WHILE PAYING FOR THE HOSTING. WEBEFUSION WORK CANNOT BE TRANSFERRED TO ANY EXTERNAL HOST; THIS INCLUDES ANY ACCESS TO THE SOFTWARE CODES.
- 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 WEBEFUSION 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.
- WEBEFUSION TAKES NO RESPONSIBILITY OF ANY OPEN SOURCE PRODUCTS SUCH AS WORDPRESS, OPEN SOURCE CARTS, JOOMLA ETC. IT IS CLIENTS RESPONSIBILITY TO UPDATE ALL COMPONENTS AND THIRD PARTY SOFTWARES. WE SUGGEST YOU TO TAKE REGULAR BACK-UPS TO AVOID ANY DISRUPTIONS.
- WEBEFUSION 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.
- 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

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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. WEBEFUSION WORLDWIDE 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. WEBEFUSION WILL NOT BE LIABLE FOR ANY DELAYS OR ERRORS CAUSED BY DIRECT OR INDIRECT ACTIONS OF THE HOSTING COMPANY.
- WEBEFUSION GENERALLY BUILDS AND TESTS THE WEBSITES/APPLICATIONS ON OUR OWN SERVERS OR HOSTED DOMAINS. WEBEFUSION 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 WEBEFUSION, UPON FULL PAYMENT OF ANY OUTSTANDING INVOICES, WEBEFUSION 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.

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THIS WILL NOT INCLUDE THE INTELLECTUAL PROPERTY RELATING TO THE PRODUCTION OF THE WEBSITE INCLUDING THE DIGITAL STRATEGIES, PROGRAMMING CODES, DATABASE STRUCTURES, SCRIPTS, FORMS OR FUNCTIONALITIES.

THANK YOU.