

## STANDARD TERMS & CONDITIONS: WEB-DEVELOPMENT SIGNUP

For Website / Software Development & Annual Retainership Services

Webkraft Solutions, Chandigarh (India) : WISH Webkraft Innovative Solutions Hub Pvt Ltd.  
(Valid for all clients signing up for website, e-commerce, custom software, CRM, LMS, portal development, and related services)

**Please note:** The following links —

- <https://www.webkraftsolutions.com/webkrafts/#>
- <https://www.webkraftsolutions.com/webkrafts/>

are part of Webkraft Solutions' standard client agreement. These links are also shared in the signup document/email, and accessing or proceeding with the engagement shall be deemed as **acceptance of all terms and conditions** outlined therein.

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### 1. DEFINITIONS

1.1 **"Company"** refers to Webkraft Solutions, Chandigarh, India.

1.2 **"Client"** refers to the individual, business, firm, or entity entering into this contract.

1.3 **"Project"** means the website/software/portal being designed, developed, maintained, or hosted by the Company.

1.4 **"Contract"** refers to the signed agreement between Client and Company, including these Terms & Conditions.

1.5 **"Deliverables"** includes design, development, source code (where applicable), UI/UX, databases, documentation, hosting services, plugins, integrations, and support as agreed in writing.

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### 2. SIGN-UP CLAUSE

2.1 Client acknowledges that **signing the Work Order / Quotation / Proposal / Advance Invoice** constitutes full acceptance of these T&C.

2.2 A minimum **50% advance payment** is required for project initiation unless otherwise mutually agreed.

2.3 All timelines, design, features, scope, and deliverables shall be based strictly on the **signed proposal only**.

2.4 Any verbal/WhatsApp/telephonic discussion is **not considered part of the contract** unless documented and signed.

(Webkraft Innovative Solutions Hub)

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### 3. SCOPE OF WORK

3.1 Only the features explicitly written in the signed proposal shall be considered within project scope.

3.2 Any additional feature, new development, third-party integration, content writing, media creation, or design variation shall be treated as **Change Request (CR)** and billed separately.

3.3 Company has full right to decline any request outside scope if not feasible or not commercially justified.

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### 4. CLIENT RESPONSIBILITIES

4.1 Provide timely content, data, images, logo, text, legal policies, product list, and branding material.

4.2 Approve design and development stages within **5 working days** of submission.

4.3 Ensure legal compliance (e.g., GST, FSSAI, HIPAA, HR, corporate disclosures, e-commerce policies).

4.4 Ensure payment is released on time as per agreed milestones.

Failure to provide content or approvals on time may extend deadlines; Company is **not liable for delays caused by Client**.

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### 5. TIMELINES & DELIVERY

5.1 Delivery timelines are **estimates**, not guaranteed commitments, and depend on:

- Client content approvals
- Third-party services (hosting, domain, APIs)
- Change requests
- Force majeure

5.2 Delays from Client exceeding **15 days** will freeze the project. Re-activation shall attract a **Reactivation Fee of ₹5,000 – ₹50,000**, depending on project size.

## 6. PAYMENT TERMS

6.1 Advance: **50%** at signup.

6.2 Staging/Design Approval: **30%**

6.3 Final Delivery / Deployment: **20%**

### 6.4 Late Payment Penalty

- Late renewal/retainership/invoice payments will attract **2% per week** after the due date.
- After **30 days**, all services & hosting may be suspended until dues are cleared.

6.5 No Deliverable (design, code, access, hosting, upload) will be provided until all outstanding payments are cleared.

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## 7. OWNERSHIP & INTELLECTUAL PROPERTY

7.1 Final approved design & development delivered to the Client becomes Client's intellectual property **after full payment**.

7.2 Code ownership varies:

- **Custom-coded software** → Ownership transferred post full payment.
- **Licensed CMS, themes, plugins, templates** → Remain property of respective vendors.

7.3 Company retains the right to showcase the Project in its **portfolio, case studies, demos, and marketing**.

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## 8. FREE SERVICES (If Applicable)

8.1 Free services included (if stated in proposal):

- Initial Onboarding
- 1–3 months AMC
- Training session
- Minor text/image updates

8.2 Free services are **non-transferable**, cannot be exchanged for other services, and expire if not availed during validity.

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## 9. ANNUAL RETAINERSHIP / AMC

### 9.1 AMC/Retainer covers:

- Technical support
- Routine backups
- Minor UI updates
- Plugin/theme updates
- Error rectification

### 9.2 AMC does **NOT** cover:

- New development
- New modules/features
- Third-party API cost
- Major redesign
- Content writing or product uploads
- Malware/hacking recovery caused by client negligence

### 9.3 Non-payment of AMC within 15 days of expiry will result in:

- Suspension of updates
- Termination of support
- Renewal at current market price (not old price)

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## 10. EXIT & TRANSFER CLAUSE

10.1 Client may request transfer of hosting, domain, or project to another agency.

10.2 Transfer will be processed **only after clearing all dues, renewals, penalties, and pending invoices.**

10.3 Standard **Transfer Fee** applicable:

- Basic Website: ₹15,000- ₹50,000
- E-commerce Website: ₹25,000 – ₹55,000
- Custom Software / Portal: ₹50,000 – ₹2,00,000 (based on size)

### Transfer Fee includes:

- Preparing files
- Coordinating with new agency
- Securing sensitive data
- Documentation & handover cost
- Team hours

10.4 Exit/Transfer will take **7–21 working days** post payment.

10.5 No partial assets will be provided before full exit payment.

10.6 All third-party licenses remain with the Company and will not be transferred unless permitted by respective vendors.

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## 11. EXIT CONDITIONS & PENALTIES

11.1 Client early exit (before project completion) will attract:

- Forfeiture of advance
- Payment for work completed till date
- Administrative charges (₹5,000 – ₹50,000 depending on project)

11.2 If Client stops responding for **30 days**, the project will be marked as “Abandoned” and closed.

Reactivation will require fresh commercial approval.

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## 12. SUPPORT & WARRANTY

12.1 Warranty period: **30 days** from final delivery.

12.2 Warranty covers bug fixes only.

12.3 Warranty does NOT include:

- Additional pages
- New design
- UI modifications
- Hosting issues unrelated to Company

## 13. CONFIDENTIALITY & NON-DISCLOSURE

13.1 Both parties agree to maintain confidentiality of proprietary information.

13.2 Client must not approach, hire, or outsource directly to any Company employee, vendor, or contractor.

Violation attracts a penalty of ₹2,00,000.

## 14. THIRD-PARTY SERVICES

14.1 Hosting, domain, plugins, SMS, email, API, payment gateways, CRM, CDN, and security tools are provided through third parties.

14.2 Company is not responsible for:

- Uptime issues
- Plugin/theme failures
- Vendor-side outages
- API pricing changes

## 15. LIMITATION OF LIABILITY

15.1 Maximum liability of Company is limited to the amount paid for the specific service.

15.2 Company shall not be liable for:

- Loss of revenue
- Downtime
- SEO ranking drop
- Hacking due to client-side negligence
- Data loss caused by third-party vendors

## 16. TERMINATION BY COMPANY

Company may terminate contract without refund if Client:

- Abuses staff
  - Violates payment terms
  - Engages in fraudulent activity
  - Delays project beyond 60 days
  - Fails to comply with legal/technical requirements
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## 17. INDEMNITY

Client indemnifies Company against all claims arising out of content, data, media, or activities hosted on their website/software.

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## 18. DISPUTE RESOLUTION & JURISDICTION

18.1 All disputes shall first be attempted through mutual discussion and written communication.

18.2 If unresolved, matter shall be referred to **Arbitration** under the Arbitration and Conciliation Act, 1996.

18.3 **Jurisdiction:** Chandigarh Courts/High Court only.

18.4 Client agrees not to publicly malign, defame, or post negative social media content before dispute resolution.

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## 19. AMENDMENTS

Company reserves the right to update these T&C anytime. Latest version will always supersede previous ones.

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## 20. ACCEPTANCE

By signing the proposal/ paying the advance, or accessing any credentials provided by Webkraft Solutions, the Client agrees to be legally bound by these Terms & Conditions.

