

## **WebyMom Terms & Condition:**

### ***Definitions:***

**Agreement:** This is the consensual mutual nod for this document after reading the contents of this page.

**Client:** The person or the business with whom specification is attached.

**WebyMom:** The name (trade) of the WebyMom.

**Project:** means described by the Specification and governed by this Agreement.

**Specification:** The details of the project or guidelines offered by the client for the way of working.

### **Accepting the project and development**

The rates mentioned for the project by WebyMom remains in use for period of 30 days from the date project is undertaken. After that, WebyMom may revise or upgrade the rates accordingly without prior acceptance to the client.

The terms of the project will not go into force unless both the parties (i.e. client and WebyMom have mutually signed the project document).

The costs of the project can be subject to changes according to the requirements of the project. Clients will be notified if any changes in the costs occur. However, it is duty of the client to notify WebyMom in case of any errors under 20 days. WebyMom will rectify those errors as early as possible.

If the client does not notify within 20 days, WebyMom will assume the project is successfully implemented and it has been closed. The payment terms will be carried out as per mentioned in the agreement before acceptance of the project.

### **Modifications to the clauses**

Any modifications in the specifications or clauses shall be sent by client through email or written means, failing which amendments will seem negligible. The discussions will be made with client once WebyMom receives the written means of amendment notification.

WebyMom will charge for any extra work that is carried out not covered in the original agreement. It also holds right to request for payments prior to change in amendments.

The client should reply by an email or written means to the changes in amendments within

Days, failing which client will lose the reserve rights to ask for any amendments that covers the original agreement.

### **Client should remember:**

If the client cannot obey the government's e-commerce laws or taxes, WebyMom holds no role in it. The project cannot be resold or distributed without written permission of WebyMom and the client.

WebyMom can include honorary credits in its works such as designs, codes, developments, etc.

WebyMom holds the right to showcase the client's undertaken work as its portfolio without the permission of the client.

WebyMom will require impromptu communication for client for smooth completion of project. If there's delay from the client's side in communication, WebyMom cannot be hold responsible for delay in the set deadlines.

### **Payment**

Client requires to make a deposit as requested by WebyMom in the letter of agreement. WebyMom is not obliged to start the project unless the deposit has been made from the client's side.

The invoices generated by WebyMom should be duly cleared within 30 days failing which, legal action can be taken, unless notified by the client for the delay. Payments can be made in any form either cash, cheque or bank transfer.

The prices quoted by WebyMom will be valid only till the date decided. Any extension of dates from client's side will call for refreshment of quotation. Returned cheques will be charged extra by WebyMom.

### **Standing Invoices**

If the invoices are not cleared within 30 days of the project completion, WebyMom will cease to further work on the project from the client.

WebyMom can remove the work from the internet and websites or any other places, if invoices are not cleared. Also, there will 8% increase on the base rate if invoice remain standing after 30 days. It can continue to increase unless full payment is received. Even if WebyMom removes uploaded work, client has to be pay the money signed in the agreement. Clients will bear all the additional charges paid by WebyMom not covered in the starting agreement.

### **Copyright and ownership**

The work that is being done by WebyMom cannot be reproduced, copied, distributed, or shared with third party without the written permission from WebyMom and client.

If the client terminates the project due to any reason in between, the data available at WebyMom end will be in sole possession of WebyMom.

Client may ask for WebyMom's data in written permission which are under the copyrights of WebyMom.

Any material provided by client to WebyMom, it is client's responsibility to look into copyrights of the material. Any legal hassles on copyrights grounds will not be liable to WebyMom on the client-provided work.

### **Confidentiality**

WebyMom and client should undergo non-disclosure agreement to present working policies of each other to any third party. Any materials of the project involving client and WebyMom should be subject between the concerned parties only. If client feels that confidentiality has been distorted by any means, it should notify WebyMom at earliest through written communication.

### **Cancellation of the project**

The project can only be cancelled from WebyMom's side when it receives a written cancellation e-mail from the client for termination of the project. If the client requests cancellation of the project in midway of the project, the client is liable to pay whatever charges for the work completed till date on the project. All the terms should be pre

decided in the starting agreement. WebyMom also reserves right to cancel the project if client does not follow WebyMom working guidelines, mentioned in the agreement.

**Any other aspects**

Many other legal aspects of the project between WebyMom and the client can be discussed on mutual level, which can be documented in written agreement.