

Website and Commercial Terms and Conditions

Purchase order & Payments to be made in the name of "Webworkz Interactive" or Enhanz Media Services Pvt Ltd" and as per the banking details mentioned in the Invoice

Webworkz Interactive refers to the firm bearing GST Number 27AASHS6479K1Z0 and referred hereto as WI.

Enhanz Media Services Pvt Ltd refers to the private limited company bearing PAN Number AABCE4759J and referred hereto as EMSPL

- Paying for any products like a website, web / mobile application, or our marketing or consulting services means that the job has been completed to the satisfaction of the client and all terms and conditions mentioned here & in the proposal are accepted by the client.
- Any web / mobile application developed for a client is provided on "as is where is" basis; in case the client needs any changes; customization charges will apply.
- Clients can provide web space for hosting websites, web/mobile applications or databases on any server of their choice subject to the specifications required for the website / database/ application as conveyed to the client for successful hosting and functioning of the same.
- In case the application and / or the database is to be re-loaded or re-hosted for any reason, Rs.5,000/- will be charged towards one-time setup & re-configuration charges. This excludes any charges that may be payable to a hosting server.
- There will be no refunds once the application setup process is initiated.
- Support & maintenance will be terminated if any invoice is not paid in full within 45 days from the date of submission.
- On-site support executive if required, during AMC or on call basis complains; it will be for Rs.2,000/- for a 01-hour visit. Beyond 01-hour, charges at the rate of 750/- per hour will apply. This excludes any out of the pocket expenses for that visit.
- In case of delayed payments, WI &/or EMSPL reserves the right to discontinue services and WI &/or EMSPL will not be liable for any loss that arises out of such disconnection of services and will resume the same on receipt of the payments after levying 20% of the total billing cost as penalty.
- The charges do not include any cost of hardware, operating system, source code, third party DLLs, database or data entry etc.
- Maximum time for completion of the UAT (User Acceptance Testing) would be fifty working days from the date of release of the software for UAT. WI &/or EMSPL will not be held responsible if the client fails to test the software in this period. In such cases WI &/or EMSPL reserves the right to continue or decline the services without refund of payment already accepted.

- Annual maintenance period starts on completion of UAT for development projects.
- WW or EMSPL is not responsible for virus, worm or malware attacks. In case of server failure, our responsibility is limited to restoring the data (provided by the client) in 36 working hours. Regular data backup facility is available from WW or EMSPL; we recommend the client to sign-up for the same.
- Quotation Validity is 15 working days from the date of proposal.
- Renewal of maintenance contract is the responsibility of the client; however, the same is at the sole discretion of the WW or EMSPL whichever the case may be.
- Damage claim if any shall not exceed the total amount paid (excluding taxes) by the client towards the services.
- Terms & Conditions are subject to change without prior notice.
- Annual Maintenance Contract Service Level Agreement (SLA) TAT

SLA I

- Attend complaints in four working hours.
- Complaint registration over phone / email
- Resolution of complaint using remote login with guidance on phone.

SLA II

- Attend complaints in one working day.
- Complaint registration over phone / email

SLA III

- Attend complaints in two working days
- Complaint registration through email.

For SaaS Services

- Three months advance at the time of contract.
- Rental at the beginning of the month in advance.
- The software will stop functioning after one day of the last day of the month.
- Software re-starting charges will be equivalent to 25% of monthly rental.

All above terms & conditions are applicable, unless stated otherwise in the quotation