

# TERMS AND CONDITIONS

## PLEASE READ CAREFULLY BEFORE STARTING ANY WORK:

### 1. Plans and Services:

The terms and conditions for SEGMENT WEB INDUSTRIES plans and services are subject to change, alter, upgrade or terminate without any prior notice. SEGMENT WEB INDUSTRIES, Jaipur reserves the right to terminate any service at any time without prior notice.

### 2. Web Design and Development Services:

- A) Web Design and Development are not physical products, these are services. So we work on fix requirement basis only. Hence when we start any web design and development work on fix (Countable and limited) requirements, for that we discuss requirements with client and share work proposal to client. Work Proposal includes web design work requirements (point by point), work quotation, payment structure, time required to complete work etc. If client want to modify requirements, payment structure or any other things which mentioned in work proposal they can inform us by email so we can modify work proposal and resend to client. Work Proposal is very important. As we use work proposal while doing web design and development work for client.

#### How we use work proposal -

AA) When we work on project (work) points which mention in work proposal, we only complete proposal points. After starting web designing work we don't do extra work which is not mentioned in work proposal because it help us to finish our job in mentioned time period in work proposal. We advise to clients that they should not expect extra work from us which is not mentioned in work proposal.

AB) We advise to clients that they should not change their requirements in middle of web design and development work. They should wait until work completed according to proposal. Then they should discuss new requirements with us and we will share new budget for new work. If client accept new budget then we will go ahead.

AC) If clients requirements completely changes or plan changes for not to complete project because of any reason in middle of web designing work and they don't want to continue on same requirements which mentioned in work proposal than they can share us email of discontinue work with proper reason. So we will stop further work. In this case no refund will be made to client.

AD) If client changes requirements in middle of web designing and we accept their changed requirements and continue work than it may increase our time period of work completion and it can also change project budget, if client accept new budget than we can go ahead otherwise we will cancel project and no refund will be made to client.

AE) If client refuse to pay payments according to payment structure which is described in work proposal, we can cancel work and no refund will be made to client.

AF) For web designing and development work we need contents, images, project information from clients end. If client will not provide all content on timely basis, it may increase our work completion time period.

AG) If client refuse to accept our proposal or if client says that no need for work proposal (because their requirements are very basic and small or for any other reason), if client want from us to start web design work

without sharing and accepting any work proposal, or if client don't tell us fix requirements before starting of project but they want us to start project than we don't give guarantee for fulfill their all requirements because we don't work in all technologies, also we don't work in all programming languages. Even without fixing all requirements before starting project, we will not guarantee for complete project. Also we can't give fix budget or time period, because if requirements are not fixed than budget can't be fixed. If client changes their requirements during project again and again than we have to change budget again and again. So we advise to clients, kindly fix your requirements and let us do our work according to proposal and fix work requirements.

- B) **Web Design and Development Procedure:** -When we start any web design and development work, we follow following procedure-
- BA) When we work on a website, we first setup domain and hosting for 1 year.
  - BB) We purchase domain for client by their information like their name, email, contact number, address etc. and give domain control panel to client. So next year client can renew domain themselves. Than we setup hosting and connect domain with hosting.
  - BC) We upload under construction or Coming Soon page on domain. Than we start project work in a demo folder and share that link with client so that client can see work progress live time to time and share their feedback to us.
  - BD) Thus if someone else access domain on web they can also see under construction or coming soon page, but they can't see work progress. Only client can see work progress by accessing our given link.
  - BE) When work get completed in demo link, and website is ready to live, we remove under construction page and move code on domain root access. So everyone can see website live.
  - BF) Client have to do testing and sharing all changes or feedback before removing under construction page and before website live for public access, once website is fully live our web designing job is done. And we don't do further more web designing in same project. Because now users feedbacks will be start and users will give their feedbacks to client and website updates and maintenance will be start. Client can discuss with us for maintenance and we can share maintenance plan according to their requirements.
  - BG) When website is live and client is using their website, don't expect us extra work. Because extra work never ends. We do work according to work proposal only. If client break proposal in any way like in payment structure, or increase their requirements than we can terminate project and no refund will be made to client.
  - BH) We don't share Hosting Cpanel or FTP access to client until we complete our work and payment received. Because from hosting access client can download code and can drop project will never make payment. Also there is another reason – if client edit code files than our work will be crashed. So to be safe, we share hosting access after work complete.
  - BI) When we handover website or Hosting to client, And client having cpanel access than they should keep updated project backup always for troubleshooting in any situation and change cpanel password periodically. If anyhow project crashes we do not take any responsibility for crash recovery or troubleshooting. Because we don't take daily backup of every website, so client can use their updated code backup for troubleshooting.
  - BJ) If website is running perfectly after it goes live. But after some days or months client check that some functions are not working than they should not expect us for free updates or website maintenance. Website may be slow or down because of used, expired or updated plugins, api's or hosting package limitation or due to any other technical reason. Client can contact to us so we can identify problem and fix it or can share quotation for fixing it. Or client can contact to other technical person.
  - BK) When your hosting package will be expire, we will inform you by email. If you don't renew hosting we will

terminate your hosting plan. We don't keep backup for expired website's hostings.

**C) Termination / Deletion of ongoing Web Designing Projects** –Segment Web Industries reserves complete rights for termination / deletion of ongoing web design projects if they found in following categories -

CA) If client don't follow project proposal. If client increase project requirements but don't accept changed budget than we can terminate project and no refund will be made to client.

CB) If client refuse to pay project payments as mentioned in project proposal, we can terminate project and no refund will be made to client.

CC) If client intentionally delay in providing us contents which use in website, or client takes too much time in website testing in every step, than our web design required time may increase and it may increase project cost also. Than we will inform to client by email for time and budget changes. If they refuse to increase budget than we can terminate project and no refund will be made to client.

CD) If a web design project starts but client is unreachable for us by call, email for 1 month. Than we can terminate project and no refund till be made to client.

CE) If client misbehave or abuse on call, email or any other communicative platform during work we can immediately terminate ongoing project. Even we can block client contact details and will not provide any type of service to client in future and no refund will be made to client.

**3. Refund of Money:**

If SEGMENT WEB INDUSTRIES is not able to give you proper support / service to your service / problems or if you are not satisfied with our service, then you can ask for a full refund of money within 7 days of service / plan subscription. We offer 100% money back guarantee if we are unable to serve you as per your requirement but only at the initial stage of service / plan subscription (more precisely within 7 days of subscription).

- 3.1** If you have given us any web designing work, and after starting web designing work if you are not satisfied with our work or support than you can ask full refund (which is paid by you) till 7 days of plan subscription or work started. We will contact you and understand your concern. We offer 100% money back guarantee if we are unable to solve your service related issue within the promised time.
- 3.2** If you provided us complete data time to time but we are unable to complete your project within given time, than you can ask for refund. In this case we will analyze work done by us, and contact you. We will let you know that how much work is completed. If you satisfied with work done by us and time consumption than we will move forward and continue work, otherwise we will refund you your paid money.

**4. Cancellation or Alteration of Services:**

SEGMENT WEB INDUSTRIES are entitled to cancel, modify or suspend the client service if we detect that the user is using our services in illegitimate manner, presenting offensive or obscene content, violating the rights to privacy and publicity or civil rights of other, defaming third party or entity or publishing intolerant, threatening or harassing material.

**5. Disputes:-**

You can e-mail your complaints at our email within 7 days of work done. Else, you expressly renounce any ability to dispute the quality of service or refusal to pay our service and related charges. We will work as soon as possible to resolve the issue related to your complaint. Any and all complaints that are not fixed will be resolved on obligatory

basis.

**6. Queries Handing,Sales and Support System:-**

**We Provide sales, supports and queries handingby following platforms-**

**For Sales –**

**Email: info@segmentweb.com , segmentwebindustries@gmail.com(24 Hours) – Priority 1**

**Call: +91 8952023657 (10 a.m. – 6 p.m. Mon.-Sat. in working days) – Priority 2**

**For Support –**

**Email: info@segmentweb.com , segmentwebindustries@gmail.com**

**For Refunds –**

**Email: info@segmentweb.com , segmentwebindustries@gmail.com**

**For Disputes –**

**Email: info@segmentweb.com , segmentwebindustries@gmail.com**

**Note : You can use our whats app number +918952023657 for sharing project feedbacks and initiate a sales conversation but we don't give guaranteed support on any kind of social media platform, or groups conversations or at public/Private chatting or file sharing apps like whatsapp or instagram or wechat etc. For Better support and services only email us.**

**7. Legal :-All disputes are subject to Jaipur (Rajasthan) jurisdiction only**