

CHRYSOPRASE TECHNOLOGY - TERMS AND CONDITIONS FOR WEBSITE DEVELOPMENT AND OTHER SERVICES

In order to become a customer of Chrysoprase Technology, or a user of any and all Chrysoprase Technology services including web development, software development, domain name registration, website hosting, you must agree to the following terms and conditions.

General

1. Chrysoprase Technology reserves the right to refuse service and/or access to its products and servers to anyone.
2. Chrysoprase Technology reserves the right to suspend or cancel a customer's access to any or all services provided by Chrysoprase Technology when Chrysoprase Technology decides (at its absolute discretion) that the account has been inappropriately used or otherwise abused.
3. Illegal material, including copyrighted works, commercial audio, video, or music files, and any material of any type in violation of any Federal, State or Local law or regulation anywhere in the world.
4. Adult material, including pornography, erotic images, or otherwise lewd or obscene content of any type. What constitutes "adult material" is entirely at the discretion of Chrysoprase Technology.

Payment Terms

Payment of the project will be detailed in the proposal. Web development jobs require a 50% payment prior to commencement of the work and 50% on completion and prior to the launch of the site. Invoices will be issued for the work.

Website layout, Web development & support

1. Chrysoprase Technology will prepare a mock-up website layout design from the open-source HTML template / Wordpress Theme of the proposed Home Page for the client to approve. No programming can commence until the mock up is approved.

2. Chrysoprase Technology has a business hours help desk available by phone or email 9am-7pm IST (India Standard Time). This service is provided to direct you to information to solve a single problem.

Web Site Sign Off

The Client will review the completed site, and once it has been approved, the site will be launched.

Content

Essential content including text and specific images is to be supplied by the Client prior to commencement of development. It is the client's responsibility to ensure that any website content is lawful and appropriate. The client is ultimately responsible for checking the accuracy of site content. Delays in delivery of content will extend time taken to complete the development. If additional content is supplied or major changes requested following the sign off of the mock up, additional charges will be at an hourly rate specified.

Maintenance

All changes and updates not included in the quote. Any changes to the site post completion will be charged according to requirement. Minor changes will be assessed and provided free of charge. If the Client or a third party makes changes to the site without the knowledge of Chrysoprase Technology, then we will not be responsible for any cause.

Training

Training for web site maintenance is not included in the development. If client require training based on the web site and its structure, training could take between one and four hours and charges apply for the training.

Photos and Videos

High resolution photos and other graphic images and videos are to be supplied by the Client. If images are supplied by Chrysoprase Technology, they remain the property

of Chrysoprase Technology and may be used in future developments.

Assignment Of Project

Chrysoprase Technology reserves the right to assign sub-contractor programmers to the project if required.

Damages to the Site after Handover

Chrysoprase Technology does not take any responsibility for damages or errors made to the site by the Client or a third party after the web site has been completed and handed over.

Termination of Agreement

If a Client terminates the agreement prior to completion of the web site, a calculation on work completed and unbilled will be made, including all work in progress, and this payment is required by the Client within seven (7) days.

Intellectual Property

Chrysoprase Technology will utilise web content material which may be subject to trademarked or copyright. These items are warranted by the client as having the appropriate approvals and consent from the parties owning that content. Any intellectual property owned by Chrysoprase Technology used in the development of a web site or SEO/Internet marketing processes remains the intellectual property of Chrysoprase Technology and may only be reproduced or copied with the consent of Chrysoprase Technology.

Indemnity

Risk passes to the client upon delivery of the services. The services provided will remain the property of Chrysoprase Technology until all debts are paid in full.

Force Majeure

No party under this agreement shall be liable for any breach of any provision of this contract arising from natural disaster, terrorism, war, or any other occurrence beyond the control of any party.

Domain names and Hosting

1. Chrysoprase Technology provides domain name registration(either paid or free of cost), website hosting(either paid or free of cost) and email services(either paid or free of cost) via a third party. Whilst it will endeavour to provide a professional and reliable service to the client at all times Chrysoprase Technology does not guarantee that the website or email will be available at all times and will not be liable for any losses incurred, costs, compensation or loss of earnings due to the website or email being unavailable. Website Hosting renewal is due on an annual basis. No refunds are made for termination of hosting during the year. Chrysoprase does not provide client access to the hosting service where the hosting service is provided by Chrysoprase Technology.
2. Chrysoprase Technology does not guarantee the requested domain names are available or are able to be registered. Accordingly, you should take no action in respect of your requested domain name(s) until you have been notified that your requested domain name has been registered.
3. The domain name is registered in the Client's own name, with the address and contact details of the Chrysoprase Technology. The Client should be aware that a domain name is registered with a third party and as such the Client shall agree to fully abide by the terms and conditions set out by the third party for such services.
4. The Client agrees to take all legal responsibility for use of third party domain name, email services and hosting services and supply truthful details to the third party services.
5. The Client agrees that information submitted for registration of domain names is then available to the general public via the Nominet Whois system. However, Clients who are using their website for non-trading purposes may ask the third party registrar for their contact information not to be included in the Nominet Whois system.
6. The Client is liable to pay the Chrysoprase Technology for any domain name registrations and the initial set-up of the hosting if included as part of the website build.

7. Any support relating to the domain name, hosting and email services is between the Client and the third party service.
8. Any other domain name and hosting services or costs not included by the Developer, including but not limited to further domain name registration fees, domain name transfer charges, yearly domain name renewals, hosting charges, yearly hosting renewals, hosting upgrades, extra disk space, bandwidth and any other related or hidden charges, are to be paid by the Client to the third party services.
9. The Client agrees to pay the domain name and hosting fees as soon as required by the third party. Any modifications needed to the domain name or hosting services are to be made between the Client and third party service.
10. The Client agrees that if at any time their contact details, including email address, change, it is their responsibility to contact the third party and update their contact details. Failure to do so may mean that renewal invoices for the domain name and hosting services are not received by the Client.
11. Payment for domain name and hosting services is to be made immediately on receipt of an invoice from the third party service. Failure to comply with the payment terms may result in the Client's domain name becoming available to another party and/or the website and email services becoming unavailable.
12. The Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account that the Developer requires to upload the website if required as part of a project.
13. The Developer reserves the right without notice to cancel, reject or refuse work with domain names or hosting services without reason for such rejection or refusal.
14. The Client agrees to be liable for their use of the domain name, hosting and email services with the third party and hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services.
15. The Client agrees to take full responsibility for all usage of the domain name, hosting and email services and to fully abide by the terms and conditions set out by the third party for such services.

Cancellation of Commissions

1. If at any point during the website development process a client wishes to cancel, they may do so in writing only. In such event no deposit will be refunded, and Chrysoprase Technology will issue an invoice proportional to the amount of work completed on the commissioned site.
2. If the client fails to provide requested content in good time at any point in the website development process, Chrysoprase Technology may at its own discretion consider that the client wishes to cancel the commission as above.

Interpretation

1. Chrysoprase Technology reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these Terms and Conditions.
2. Chrysoprase Technology shall be the sole arbiter in deciding what constitutes a breach. No refunds will be given in such a situation.
3. Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.
4. This agreement shall be governed in all respects by the laws of Chennai, TamilNadu, India. The parties to irrevocably submit to the non-exclusive jurisdiction of the courts of Chennai, TamilNadu, India.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

Chrysoprase Technology reserves the right to alter these Terms and Conditions at any time without prior notice. The latest Terms and Conditions can be found at the Developer's website at Terms & Conditions