

Terms and Conditions

Techcraft Web Solutions

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Terms of Service :

1. **Payment** All charges for your Projects - Be it Website, Logo , Search Engine Optimization , eCommerce , Mobile Application , Web Hosting , Domain Name , Content Writing , Software Development or any other related item must be paid in advance according to the most current price of the Plan(s). For clients with whom we have specific contracts can pay as per specified Payment Milestones. You may pay for your Plan(s) by PayPal or via NEFT or by A/c Payee Check in India. If you choose to pay by check, your work can only start after realisation and transfer of money to our account only. If you pay by credit card, you must notify Techcraft Web Solutions of any changes (including, but not limited to the, number, expiration, cancellation of your card, and your billing address) to your card that may prevent Techcraft Web Solutions from billing you in future. For all clients having projects initiated or ongoing , post August 2017 - should be aware that Goods and Service Tax is mandatory for TECHCRAFT WEB SOLUTIONS as a service provider. Our GSTIN is 19AFBPD8909F1ZI . Payment of GST is mandatory against all services provided by us and the rate is 18% on Invoice Amount , irrespective of whether it is mentioned in any Proposal Document or Email Quotation or Packages mentioned on this website .
2. **Employee Solicitation** You agree not to approach Techcraft Web Solutions's employees with proposal to hire them your Full Time or Part Time employees or contractors. If you were to hire any of Techcraft Web Solutions's employee, you agree to pay Techcraft Web Solutions for each employee the greater amount of three year's salary for that employee or INR 500,000

3. **Limited Liabilities** Under no circumstances, including, without limitation, negligence or other tort, principles of contract, warranty, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise, shall Techcraft Web Solutions in creating, producing or distributing the Plan(s) there under be liable to you for any indirect, special, consequential, incidental or exemplary damages including, without limitation, to damages for lost profits, loss of use, loss of data, errors, defects, phone bills, communication lines bills, loss of privacy, damages to third party even if Techcraft Web Solutions has been advised of the possibility of such damages. In no event will Techcraft Web Solutions or its suppliers have any liability for unauthorized access to, theft or destruction of any content made available for distribution by the Plan(s) through fraud or devices.
- 4.
5. **Indemnification** You agree that you shall defend by counsel reasonably accepted by Techcraft Web Solutions, protect and hold Techcraft Web Solutions harmless from and against any and all demands, liabilities, losses, costs, expenses, claims, including reasonable attorneys' and consultants' fees and court costs, demands, causes of action, or judgment directly or indirectly arising out of or related to the Plan(s) provided Techcraft Web Solutions to you.
- 6.
7. **Termination Instructions** To terminate your Plan(s) and Projects or Agreements with TECHCRAFT WEB SOLUTIONS you must follow these instructions. Any other forms of termination will not be acceptable. You must provide Techcraft Web Solutions with notice of a termination at least 7 days before the end of the Term by e-mail containing the following pieces of information 1)Domain name, 2)Account ID number 3)Account Password. Techcraft Web Solutions will then ask you for customer identification information so that we can properly identify you. Once we receive your Notice of Termination we will send you a confirmation e-mail. Any attempts to cancel by telephone voice messaging , SMS , Text Messaging system will be rejected and billing will continue until these instructions have been followed. Any and all data and/or material placed by you to Techcraft Web Solutions's equipment can be suggested to be deleted upon termination. Techcraft Web Solutions is not obligated to back-up any of this data and/or material after a Notice of Termination. Termination of a existing agreement / Website / Mobile Application development / Search Engine Marketing / eCommerce / Software Development / Domain Registration / Web Hosting and any related work can only be requested to be terminated , provided you do not have any pending bills or due Invoices. If you have any unpaid Bills , TECHCRAFT WEB SOLUTIONS may not agree to such termination intimation untill such payment is completed
- 8.
9. **Disclosure** Techcraft Web Solutions may reveal any information it deems necessary or appropriate, including, without limitation, user profile (e.g. name, e-mail address, etc...), usage history, material contained on Techcraft Web Solutions's system in order to abide by any applicable laws, lawful governmental requests, to protect Techcraft Web Solutions's systems and customers, or to provide and protect the quality, functionality, and integrity of Techcraft Web Solutions's business and equipment. Techcraft Web Solutions reserves the right to report any activities that it suspects violates any laws or regulations to the appropriate law enforcement officials, regulators or any other appropriate third parties.
- 10.
11. **Advertising** Techcraft Web Solutions may, free of any obligation to compensation, payment or reward, use your name and refer to you as a client, in advertising, publicity, or similar materials distributed or displayed to current or prospective clients. If you feel that your name should not be used or can not be used for such purposes, you must send an email request to our official email id sales@Techcraft Web Solutions.co.in from your registered email id - specifying your Sitename / Project Agreement details , with valid cause.
- 12.
13. **Laws** The entire agreement shall be governed by the laws of India and the state of West Bengal and its validity constructions, interpretation and legal effect shall be governed by the laws and judicial decisions of the State of West Bengal applicable to contracts entered into and performed entirely

within the State of West Bengal. You shall at all times accord with all applicable laws and regulations and shall protect and save Techcraft Web Solutions harmless from your failure to stray from accordance. You agree that Techcraft Web Solutions shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation or policy of any applicable government. You shall not use the Plan(s) in any way that violates Indian export laws, including without limitation, uses related to the distribution of weapons of mass destruction, prohibited chemical, biological, or nuclear weapons or missile use.

14.

15. **Refund Policy** Due to nature of our business we don't offer 100% refund or money back, be it for custom web development or logo design or blog design , eCommerce , Search Engine Marketing / Mobile Application Development and related items. We offer partial refunds after adjusting the work done - upto 50% of payment till date in any Contract / Project. If you don't want to agree with these terms of service, then do not proceed any further. Any further action by you is considered as your consent to our Terms and Conditions . Once you cancel the work, your money will be calculated based on the services already executed and delivered. The deliverables would be the source files as well as related database, diagrams and your documents. We'll issue the refund within 15 working days . No Refund in SEO : This will be defined on a Project to Project basis . Last updated on 1st April 2017