

Terms & Conditions

EULA – End User License Agreement

Please read below mentioned Terms and Conditions carefully as they will form a contract between us and you. When you place order and pay the initial amount as advance then it will be assumed that you have read and understood this all points mentioned below and you agree to terms and conditions mentioned in it.

Terminology:

You:	The client or the customer. It may be an individual or an institute.
Us or We:	Netbit Technologies
Project:	It means the work assigned by client or customer to Netbit Technologies. It may include website designing, software development, search engine optimization, graphics design, database management, hosting of website etc.

The client agrees that:

- a) The client will provide within a reasonable timescale, everything that is required to complete the project including text, images, data, documents and other information.
- b) The client will review the work going on to complete the project and to ensure that project is being completed according to the wish of client.
- c) The client will explain all details in the beginning so that we start the work accordingly. The client will not change his/her mind frequently and will not request to change the format or orientation of project.
- d) The client will make payment within stipulated timeframe.
- e) The client will not ask for refund of payment if client wish to cancel the project.
- f) The client will not ask for source code of the software.
- g) The client will not ask for Login ID and Password for domain name registration and website hosting plan.
- h) The client will remember the date of renewal of project. The client will make payment for renewal and inform us well in advance so that we can renew the project.
- i) The client will explore and check for accuracy of information, data, result etc when project is delivered. If client finds that the project is working with 100% accuracy then the client will go for real-time use.
- j) Any discrepancy noticed by the client, it will be informed to us well in advance so that it can be resolved.
- k) The client understands that the online software runs on the server of Third Party Company. Hence, the project will also be governed by the terms and conditions of third party.
- l) The client is aware that during natural calamity like flood, earthquake etc or during any other kind of emergence such as strike, riot, public holidays the service/project may function or may not function. It will restore when things become normal.

- m) The client will allow us to use his firm name and logo to the website of Netbit Technologies on the "Customers Page".
- n) The client will allow us to show logo, name and hyperlink of Netbit Technologies on client's website or software.

The Netbit Technologies agrees that:

- a) We will carry out services in a professional and timely manner.
- b) We will make every effort to adhere to any deadlines agreed between us and you.
- c) Make a reasonable number of revisions to the design, layout, colours etc, until you are satisfied with the design concept or such time as both parties feel an agreement is likely to be reached but no more than 2 major revisions.
- d) We will charge for charge separately for additional revisions or design work outside the scope of the project.
- e) We will complete requested website revisions or updates within two working days.
- f) Price of project and renewal charge mentioned on our website are subject to revision from time to time.

Communications:

- a) The client will provide name and contact number of a responsible employee so that we can ask our queries, if any.
- b) The responsible employee will communicate with us using the official contact number. Any other employee of the client firm asking for anything will not be entertained.
- c) Email received from the official email of client will be treated as authentic. While sending emails, client will mention name, name of firm, project so that we can identify the client and provide necessary help.
- d) We and client [both of us] may communicate with each other using mobile, telephone, whatsapp and email. However, communication done over email only should be treated as authentic and final.

Annual Maintenance:

- a) Annual maintenance means minor changes in html pages, uploaded images, files to website. Renewal of project/service also come under annual maintenance.
- b) For any change or update, client should provide minimum two working days. However, updating complex components will need more than two working days.
- c) What comes under free annual maintenance and what comes under paid annual maintenance will be decided by us.
- d) Annual maintenance does not include creating new webpage, development some new module which require lengthy programming codes, change in database structure.

Result Software:

- a) Our primary work is to design and development software for result and report cards need by school running under CBSE and other boards.

- b) While designing and developing the software we go through the rules and regulation issued by the board and also instruction given by client.
- c) CBSE [or any other boards] often makes some changes in rules and format of report card during an academic year or in the beginning of an academic year.
- d) If changes are minor in nature, then the software will be updated under normal AMC. However, if changes need lots of programming work and changing database structure then software will be updated only after receiving extra charge.
- e) The client will thoroughly check the software by entering some hypothetical data. Once, client is 100% satisfied that the software is working accurately and as per their desire, then only they should go for actual use.

Database Backup:

- a) We generally provide option to download database. Generally, we use MySQL database as it is free.
- b) Clients should download database and keep it safe with them. In the event of loss of data, stored data can be restored on the website. Client may follow the guidelines on how to download database and keep it safe.
- c) Netbit Technologies will not take backup of database of client's website and software.

Payment Terms

- a) At least 50% of the total cost of project is to be paid in advance.
- b) Project will be delivered only after receiving 100% amount from the client.
- c) All invoice generated must be paid within 15 days from the date of invoice.
- d) Invoices not paid within time will attract penalty.
- e) Price quoted on our website is excluding applicable taxes. Payable amount may increase after adding applicable taxes.

No Guarantee:

- a) We will take all effort to satisfy the customer and provide all possible help. But we don't guarantee it.
- b) We do not guarantee that our software will run on all platform and in all browsers.
- c) Technologies are changing rapidly. If software or website developed by us become non-functional because of technological upgradation. In that situation we do not guarantee that we will upgrade the software delivered by us.

In no circumstances, none of us will approach any court of law for resolution of any dispute.
