



Effective Date: [01-April-25]

Last Updated: [31-March-25]

This Cancellation and Refund Policy outlines the terms under which Webybuild ("we," "us," or "our") handles cancellations and refunds for our website development and related services. By engaging our services, you ("client," "you," or "your") agree to these terms. Please review this policy carefully before proceeding with your project.

1. Cancellation by the Client

- You may cancel your project at any time by providing written notice via email to **hello@webybuild.com**. Verbal cancellations will not be accepted unless followed by written confirmation.
- If cancellation occurs before work begins (i.e., prior to the initial 50% payment or project kickoff), no fees will be charged, and any preliminary discussions or quotes will be considered void.
- If cancellation occurs after work has commenced (i.e., after the initial 50% payment and project kickoff), the initial payment is non-refundable. Webybuild will provide you with any completed work up to the cancellation date, such as design drafts or partial code, at our discretion.
- For cancellations after the project is 50% or more complete (based on agreed milestones), you will be invoiced for the work completed to date, calculated at our standard hourly rate of \$75 or as a percentage of the total project cost, whichever is higher. This invoice is due within seven (7) days of issuance.
- Cancellation does not relieve you of the obligation to pay for third-party services (e.g., domain registration, hosting, or premium plugins) already purchased on your behalf.

2. Cancellation by Webybuild

- Webybuild reserves the right to cancel a project at any time under the following circumstances:
 - Non-payment of invoices beyond 14 days from the due date, after a written reminder.
 - Failure to provide required content or feedback within 30 days of request, causing unreasonable delays.
 - Abusive, threatening, or unethical behavior toward our staff.
 - Use of our services for illegal, immoral, or prohibited purposes.
- In the event of cancellation by Webybuild, we will provide written notice via email, specifying the reason for termination.

- If we cancel due to client breach, no refunds will be issued for payments already made, and you will be invoiced for any outstanding work completed up to the cancellation date.
- If we cancel for reasons unrelated to client breach (e.g., unforeseen business closure), we will refund any unused portion of payments, prorated based on work completed, within 30 days.

3. Refund Policy

- General Rule: All payments made to Webybuild, including the initial 50% deposit and subsequent payments, are non-refundable once work has commenced, except as outlined below.
- Pre-Work Refund: If you pay the initial 50% deposit but cancel before any work begins, a full refund will be issued within 14 business days, provided no resources (e.g., third-party purchases) have been allocated.
- Post-Completion Refund: No refunds will be provided for completed projects once the website is uploaded to the server or materials are released, even if you choose not to use the final product.
- Third-Party Costs: Refunds do not cover costs for third-party services (e.g., SSL certificates, hosting, domain registration) purchased on your behalf. These are your responsibility to manage or cancel directly with the provider.
- Exceptional Circumstances: In rare cases (e.g., failure to deliver agreed-upon services due to Webybuild's negligence), refunds may be considered at our discretion. You must submit a written request within 30 days of project completion, detailing the issue. Refunds, if approved, will be prorated based on work completed and issued within 30 days of approval.

4. Project Abandonment

- If you fail to respond to requests for content, feedback, or payment within 60 days of our last communication, the project will be considered abandoned.
- For abandoned projects, no refunds will be issued for payments already made, and Webybuild reserves the right to either:
 - Retain all work completed without delivery, with no further obligation to you.
 - Complete and deploy the website using placeholder content, at our discretion, after which full payment will be due.
- To reactivate an abandoned project, you must pay a reactivation fee of \$150 plus any outstanding invoices, subject to our availability.

5. Force Majeure

Webybuild is not liable for delays, cancellations, or failure to deliver services due to circumstances beyond our control, including but not limited to natural disasters, government

actions, power outages, or internet failures. In such cases, no refunds will be issued unless we are unable to resume work within 90 days, at which point a prorated refund may be considered at our discretion.

6. Dispute Resolution

- If you dispute a cancellation or refund decision, please contact us at **hello@webybuild.com** within 14 days of the decision to initiate a review. We will attempt to resolve the matter through negotiation.
- If negotiation fails, disputes will be resolved through binding arbitration in [Bihar], governed by the laws of [India], with each party bearing their own costs.
- Legal action, if necessary, will be filed in the courts of ****Patna, Bihar, India****.

7. Changes to This Policy

Webybuild may update this Cancellation and Refund Policy at any time. Changes will be posted on this page with an updated "Last Updated" date. Continued engagement with our services after changes constitutes acceptance of the revised policy.

8. Contact Us

For questions, cancellation requests, or refund inquiries, contact us at:

Webybuild

India

hello@webybuild.com

By engaging our services, you agree to this Cancellation and Refund Policy.