Terms and Conditions

Effective Date: [14-Aug-25]
Last Updated: [13-Aug-25]

By accepting a quote, you agree to and accept the terms and conditions of Webybuild. Acceptance can be verbal, by email, payment of initiation, or signing a quote. These Terms & Conditions govern the relationship between Webybuild ("we," "us," or "our") and you ("client," "you," or "your") regarding the provision of website development and related services.

1. Payment Terms

- To start working on your website design, we need an upfront payment of at least fifty (50) percent of the total cost mentioned in the project quotation. After we finish the work, the remaining fifty (50) percent is due before we upload the website to the server or release any materials.

- Payments must be made within seven (7) days of the invoice date unless otherwise agreed in writing. Late payments may incur a penalty of 1.5% per month on the outstanding balance.

- All payments are non-refundable once work has commenced, except as outlined in Section 8 (Termination).

- Additional services or scope changes requested mid-project will be invoiced separately and are due upon receipt unless otherwise specified.

2. Project Timelines & Client Responsibilities

- Any delays at the client's end may delay the project and proposed timeframes and may incur additional costs.

- Website/application content and all related materials must be provided to us within the first two weeks of starting the project. If content is not provided within this period, the project will be paused, and the client must wait until Webybuild's next available schedule to resume work.

- All content must be provided and finalized before Webybuild will start work on the project.

- Any delays in providing content may incur additional charges of $50 per week if it goes beyond a reasonable timeframe.

- Our websites/applications are generally tested on PCs and include near recent versions of the following browsers: IE, Firefox, Chrome, and Safari. If you require testing to be done on any other browser, please let us know in advance, and it may incur extra fees.

- Responsive/multi-device compatible web pages are tested on PC and Android devices. If you require testing to be done on any other device (e.g., iOS, tablets), please discuss it in advance, and it may involve additional costs.

- Clients are responsible for providing accurate, complete, and legally compliant content. Webybuild is not liable for errors, omissions, or legal issues arising from client-provided materials.

- Project timelines are estimates and subject to change based on client responsiveness, complexity of revisions, or unforeseen technical challenges, particularly with the integration of third-party software. The client agrees not to penalize us for any genuine delay when every effort is made to keep the project on schedule, as long as it is within a reasonable period.

- The client must clarify before initiating the project who will be the designated decision-maker for website changes. Webybuild will only follow instructions from this individual, and requests from other team members will be denied.

3. Changes, Updates & Bug Fixes

- Any bugs (programming errors) reported during or just after the development do not attract additional charges and will be fixed within 30 days of project completion at no additional cost.

- Any changes or updates made to a task that has already been completed will not result in any additional charges for the lifetime of the project. This includes adding or updating content, adding images to existing sections, updating offers, contacts, and addresses, provided they do not alter the original design or functionality scope.

- Any changes in the design or functional enhancements after the design approval will incur additional charges, quoted at an hourly rate of $75 or as a fixed fee based on scope.

- Major revisions requiring more than 25% of the original project effort will be treated as a new project with separate pricing and timelines.

4. Copyright & Code Ownership

- Webybuild software codes (not including open-source software) are copyrights of Webybuild. The codes can be handed over at an additional cost for use once all previous invoices are settled, on the condition that the codes are used only for use or modification for re-use for further development for the specified client or subsequent owners of that legal entity. Under no circumstance will the codes be allowed to be used for reselling or duplication purposes. Once the code is provided upon request, the client must sign a Code Handover Agreement. After the handover is complete, Webybuild is not responsible for any bugs that arise in the code or for fixing the website code.

- Upon full payment, clients receive a non-exclusive, perpetual license to use the website for their intended purpose.

- Webybuild reserves the right to reuse generic code snippets or solutions developed during the project in other works, provided they do not contain client-specific data or designs.

5. Hosting & Third-Party Services

- Hosting charges are not included in the quotations unless mentioned otherwise. Webybuild can organize an appropriate hosting solution if required, a quote for which will be submitted separately and approved by the client.

- If the client provides hosting credentials, Webybuild may take control of the hosting environment until final payment is received. Non-payment may result in suspension of hosting access or website deployment until the outstanding balance is cleared.

- Where clients decide to organize their own hosting, we should be consulted before finalizing the type of hosting and database, as it should meet the requirements of the technology used for the development. We'll require full access with hosting support for testing and deploying the application. Webybuild will not be liable for any delays or errors caused by direct or indirect actions of the hosting company.

- Depending upon the functionalities required, there may be 3rd party components such as Third-Party Payment Gateways or SSL certificates involved in building a website/application. Although Webybuild does its best in recognizing the suitability of any such component, any unforeseen limitations of 3rd party components are beyond our control. Any third-party component purchase costs (such as SSL, Payment Gateway, Google AdWords, Plug-in licenses, etc.) are not included in our quotes. SSL can be provided for free for a lifetime if we have remaining tokens.

- Domain registration/renewal etc. charges are not included as a part of any project/proposal unless mentioned otherwise. If required, a quote for which will be submitted separately and approved by the client.

- Any integration with third-party services (e.g., APIs, CRMs) is subject to compatibility and may incur additional fees if custom development is required.

6. Portfolio & Attribution

- A link to Webybuild will appear in either small type or by a small graphic at the bottom of the Client's website unless otherwise agreed in writing. If a graphic is used, it will be designed to fit in with the overall site design. Removal of this attribution requires a one-time fee of $100.

- The Client also agrees that the website developed for the Client may be presented in Webybuild's portfolio, including screenshots and descriptions, unless confidentiality is explicitly requested in advance.

7. Client Data & Copyrights

- The Client keeps the ownership of data, files, and graphic logos they provide. They allow Webybuild to publish and use that material. If the Client wants to use any copyrighted information or files from a third party, they need to get permission and rights. It is the Client's responsibility to grant Webybuild permission and rights to use that material. The Client agrees to protect Webybuild from any claims that result from their negligence or failure to obtain proper copyright permissions. When the Client signs a contract for website design or placement, it guarantees that they have obtained all necessary permissions and authorities. Webybuild may ask for evidence of these permissions and authorities.

- Clients warrant that all provided materials are either owned by them or licensed for use, and indemnify Webybuild against any legal action resulting from their use.

8. Termination

- Either party may terminate the project by providing written notice if the other party breaches these terms and fails to remedy the breach within 14 days.

- If the client terminates the project after work has begun, no refunds will be issued for payments already made. Webybuild will deliver any completed work up to the termination date.

- Webybuild reserves the right to terminate services for non-payment, abusive behavior, or illegal use of the website, with no obligation to refund prior payments.

9. Warranties & Liability

- Webybuild warrants that services will be performed with reasonable skill and care. Websites are provided "as is" after the 30-day bug fix period, with no further warranties, express or implied.

- Webybuild is not liable for indirect, incidental, or consequential damages, including lost profits, data, or business opportunities, arising from the use of our services.

- Total liability is limited to the amount paid by the client for the specific project in question.

10. Confidentiality

- Webybuild will treat all client-provided information as confidential and will not disclose it to third parties except as required to perform the services or by law.

- Clients agree not to disclose Webybuild's proprietary methods, pricing, or processes shared during the project.

11. Communication

All communications/correspondences are generally done via emails. It is the client's responsibility to keep us updated with their relevant email addresses.

12. Meetings and Recordings

For safety, quality assurance, and training purposes, Webybuild may record virtual or telephonic meetings, including but not limited to project discussions, consultations, or progress updates. Clients will be notified in advance if a meeting is to be recorded, and recordings will be stored securely in accordance with our privacy policy. These recordings will only be used internally by Webybuild to ensure accuracy in project execution, to resolve disputes, or to improve our services. Clients may request that a specific meeting not be recorded, and such requests will be honored if feasible, provided they are communicated in writing prior to the meeting. Recordings will not be shared with third parties except as required by law or with the client's explicit consent.

13. Force Majeure

Webybuild is not liable for delays or failure to perform due to circumstances beyond our control, including but not limited to natural disasters, government actions, power outages, or internet failures. We will try our best to complete the project as agreed in the proposal despite such events.

14. Governing Law & Dispute Resolution

- These Terms & Conditions are governed by the laws of [India]. Any disputes will be resolved through negotiation, and if unsuccessful, through binding arbitration in [Bihar], with each party bearing their own costs.

- Legal action, if necessary, will be filed in the courts of **Patna, Bihar, India**.

15. Changes to Terms

Webybuild may update these Terms & Conditions at any time. Changes will be posted on this page with an updated "Last Updated" date. Continued use of our services after changes constitutes acceptance of the revised terms.

16. Contact Us

For questions or concerns about these Terms & Conditions, contact us at:
Webybuild
India
hello@webybuild.com

By using our services, you agree to these Terms & Conditions.