

**The terms of services from Vital Tech Labs, Hyderabad, India, [hereafter referred to as “Vital Tech Labs”] constitutes agreement to these terms.**

### **Estimates & Contracts**

Estimates provided to prospects will be honored for 30 days. A new quote will then be provided upon request. Contracts that have been written, but not signed by the client will only be accepted within 30 days of the delivery date. A new contract may be drawn up upon request.

### **Charges & Fees**

All new web design projects require an initial 50% deposit that will be due at contract signing. The remaining 50% balance will be due upon acceptance of the completed web development project before it is released to the client or published to the internet or making it live.

### **Our Preferred Payment Schedule**

Please check our company’s typical payment pattern below:

30% on sign-up (secures project time)

30% on sign-off of (mockup/template design)

30% on sign-off of working site (preview)

10% balance due on go-live

### **Payments**

Vital Tech Labs accepts payments via Cash, NEFT, IMPS. Vital Tech Labs mostly prefers Internet Banking Transfer mode of payment which makes our process easier. Your project will not be released to you or uploaded until full payment is received.

### **Hours of Operation**

Our business hours are Monday-Saturday from 9am-6pm IST.

### **Web Site Design Credit**

All Vital Tech Labs custom web design clients will have a Design by: Vital Tech Labs link on their website in the footer of every page. This is non-negotiable. By hiring us to work on your website you are agreeing to this, and that you understand that this link may NOT be removed without our consent. Thank you.

### **Copyright & Ownership**

Software and third party designs or programs are not transferred to the client and remain

under copyright of their respective owners. Ownership and copyright of all Templates available in our stores remain with Vital Tech Labs and are not transferred to the client. Vital Tech Labs reserves the right to resell custom designed web sites that remain unpaid by the original client, unaccepted mockups or other designs created by Vital Tech Labs but not in legal use by the client. Vital Tech Labs reserves the right to display websites and designs that have been designed by Vital Tech Labs on their website, and in any marketing material to aid as examples of our work.

## **Refunds**

Vital Tech Labs requires a deposit before we begin work on any project. A request to terminate services must be presented to Vital Tech Labs in writing. Vital Tech Labs has a Guaranteed 90 Day Turnaround for your project. If we fail to complete your project within 90 days of the start date AND you have turned in all content, images and information requested by us, you will receive a 30% refund within 30 days of your written request. Otherwise, please follow the refund terms below. Refunds will be processed within 30 business days of request by the client, if there is a refund amount due based on the terms above. Because we resell hosting for a larger company, we are unable to offer refunds on hosting, SSL and domain services. If you are dissatisfied with the hosting services provided, we will be happy to work out a solution with you that will meet your company needs.

## **Pay back**

Vital Tech Labs will not negotiate pay backs or refunds with any person or company. Our Refund policies are clearly stated above, and all clients are asked to read and agree to our terms of service prior to the start of any project.

## **Development & Delivery**

Vital Tech Labs understands the importance of completing projects in a timely manner. We agree to complete the web design project within 90 days from the date of contract signing. If the client does not supply Vital Tech Labs with complete text, design content and other requested materials for the contracted client within 90 days of contract signing, the contract becomes void and all deposits paid by the client are forfeited. The client may request a Project Extension in writing to Vital Tech Labs for an additional fee of 20% of the project total cost for every 30 days of extension. All extension fees are due upon agreement of the extension between Vital Tech Labs and the client.

## **Non-Communication**

If we are unable to communicate with a client on a project for a duration of at least sixty days (60) by phone or email during the design and development process, the project will be canceled without prior notice and no refund will be issued.

## **Liability**

Services purchased from Vital Tech Labs are provided “as is” without warranty of any kind that the web design project will be uninterrupted or error free. In no event shall Vital Tech Labs be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of the website, services, and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the website, services, and/or goods provided to the client. The entire risk as to the quality and performance of the web design is with the client.

## **International Customers**

We are happy to accept projects from customers outside of the India. However, we do require full payment of all projects prior to beginning your project. This is non-negotiable.

**Notice:** This Agreement shall be governed by and construed in accordance with the laws of the State Telangana, India. Exclusive jurisdiction and venue is as governed in the district court of Hyderabad, Telangana, India.

## **Acceptance**

Please note that by submitting your Deposit or down payment for our services you are agreeing to all of our terms of service as written here. Vital Tech Labs reserves the right to change or update these terms at any time without prior notice.

**Vital Tech Labs Pvt.ltd**