



**Our Terms & Condition
Privacy Policy**

Our Terms and Condition:

1. [Thewebsilk.com](https://thewebsilk.com) will commence work on the Project upon receipt of a signed copy of the 'Proposal Acceptance Form'. Completion of the work will then be carried out within the proposed schedule. This will be dependent on the Client providing content/information for the Project timely and failure by the Client to provide content/information within the agreed time period will result in the Project being re-scheduled, and re-costed.
2. The Project will be deemed to have been cancelled by Client if, during the course of the Project, no communication is received by [Thewebsilk.com](https://thewebsilk.com) for 30 consecutive days. This pertains to messages (electronic mail) or communication sent by [Thewebsilk.com](https://thewebsilk.com) requiring Client feedback or inputs. The Client agree that not sending a response to queries for seven consecutive days will affect the course of the Project and cost [Thewebsilk.com](https://thewebsilk.com) for this idle time of its personnel and resources. Full payment with respect to the Project will thus be due immediately without recourse to the Client for any remedies or to any further work by [Thewebsilk.com](https://thewebsilk.com).
3. The estimates provided in the proposal are based on the requirements specified in the document. Any change in the requirements or delays in communication will have a direct impact on the cost of the Project, which will be calculated and invoiced by [Thewebsilk.com](https://thewebsilk.com) on the Client.
4. The Project commercials in this contract are valid with the understanding that the said website will be completed within 4 weeks of the project completion timeline mentioned in the proposal. Delay in taking the website live arising on account of any delays from the client with respect to approvals relating to design, content, images, materials, etc. will lead to cost escalation at the rate of 20% of the total website value per month.
5. All content for the Project to be provided by the Client. All the images and text used by [Thewebsilk.com](https://thewebsilk.com) on the Client's website would be for placeholder purposes only and shall be replaced upon receipt of the actual content as provided by the Client.
6. The Client agrees to indemnify, defend and hold [Thewebsilk.com](https://thewebsilk.com) harmless against any claims brought against [Thewebsilk.com](https://thewebsilk.com) to the extent those claims are based upon allegations that the client (a) infringed intellectual property rights or (b) breached agreement(s) (if any) with any customer/supplier purchasing or licensing any goods or services.
7. [Thewebsilk.com](https://thewebsilk.com) will not be responsible for any deficiency in the services that is due to incorrect or inaccurate information or materials supplied by the client, or client's failure to provide all the information and materials required.
8. When [Thewebsilk.com](https://thewebsilk.com) (the Indemnitee) informs the Client (the Indemnitor) in writing, of a claim against Indemnities that any of the Developer Properties or Client Properties or content infringes a presently existing proprietary right of a third party, and if Indemnities specifies in such written information that the claim is based to any extent upon an alleged infringement by any portion of Indemnitor's properties, the Indemnitor, with respect to and the extent of the portion of the claim pertaining to the Indemnitor's properties, shall indemnify and defend such claim at its expense and pay any costs or damages, including any attorney's fees and/or expert witness or consulting fees, that may be incurred or finally awarded against the Indemnities.
9. Credits will be mentioned on the website/ application for development work by [Thewebsilk.com](https://thewebsilk.com)

10. The Client grants Thewebsilk.com the right to reference their company and website as a Client. The Client also guarantees Thewebsilk.com rights of copyright necessary to reproduce and display Client web pages electronically via the World Wide Web or as demonstrations and examples of Thewebsilk.com s design and work portfolio.
11. Thewebsilk.com shall not be held liable to any person/entity who may suffer or claim to suffer loss or damage arising out of the use of any information supplied by the Client and contained on the Client's website.
12. The Client will not initiate any direct contact or communication (including but not limited to emails, social networking websites such as LinkedIn, Facebook, etc.) with employees or ex-employees of Thewebsilk.com during or after the completion of the Project for any purpose not directly related with the Project, without prior written consent from Thewebsilk.com.
13. The Client will not offer any employment or similar offer to any of the employees of Thewebsilk.com or consultants or associates of Thewebsilk.com during or after completion of the Project.
14. A valid cancellation will take place if the same is communicated in writing (bearing the authorized signature of Client) and is mutually agreed upon; or if full and final payment has been received by Thewebsilk.com with respect to the Project. In the absence of a valid cancellation or reversal of payment/refunds, the intellectual property rights to the Project would rest with Thewebsilk.com and all amounts pending due for payment.
15. All third-party services/tools required for the Project are to be provided by the Client. These include but are not limited to the payment gateway, any mobile/SMS gateway, SSL certificates, Zip code databases, Web hosting together with the required environment/deployment tools. If any negotiations are required with these third-party service providers, they will be undertaken directly by the Client. If client wants Thewebsilk.com to communicate with these third parties directly, it would be done on a paid basis.
16. Limitation of liability - Our liability under this agreement, or in tort (including but not limited to negligence), under statute or any other basis shall be limited as follows: Thewebsilk.com will not be liable for any, indirect, special, economic or consequential loss or damage arising out of or relating to this agreement including without limitation, third party claims, lost revenue, loss of business profits, business interruption, loss of business information, data, good will, bargain, opportunities or other pecuniary loss, loss of anticipated savings incurred or suffered, whether caused by breach, negligence, employee or agent, or otherwise and whether Thewebsilk.com was aware or should have been aware of the possibility of such loss or damage. This clause prevails over any other clause in this agreement.
17. The Thewebsilk.com team will provide support for a period of 30 days after final delivery for any technical questions that the Client may have.
18. On the agreed milestones the Client will be invoiced for the agreed fees as detailed in the Proposal. Settlement of the fees will be required within 15 business days from the date of the invoice.
19. In case any invoice made to a Client is overdue for more than 15 days, Thewebsilk.com reserves the right to stop work without any further communication.
20. The Project will be developed on the current versions of the proposed platform/database/application/environment. Any future/earlier versions of these are not supported in the purview of this Project scope.
21. At no time will the total hours put in by any resource on the Project exceed 140 hours per month.
22. Neither Party shall be liable for any failure to perform its obligations where such failure is as a result of Force majeure conditions.

23. **Supply All Materials:** You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount. Where you fail to supply materials, and that prevents the progress of the work, we have the right to invoice you for any part or parts of the work already completed.
24. **Rejected Work:** Any time frames or estimates that we give are contingent upon your full co-operation and complete and final content in photography for the work pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.
25. **Project Delay and Client Liability:** Any time frames or estimates that we give are contingent upon your full co-operation and complete and final content in photography for the work pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.
26. **Approval of Work:** On completion of the work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 3 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 3-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and the 50% balance of the project price will become due.
27. **Warranty by you as to ownership of intellectual property rights:** You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks, or any other material that you supply to us to include in your website or web applications. You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website.
28. **Consequential loss :** We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of our contract, however that delay arises
29. **Subcontract:** We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.
30. **Ownership of domain names and web hosting :** We will supply to you account credentials for domain name registration and/or web hosting that we purchased on your behalf when you reimburse us for any expenses that we have incurred.
31. **Cross browser compatibility:** By using current versions of well supported content management systems such as "Wordpress", we endeavour to ensure that the web sites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.
32. **Search Engine:** We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimization according to current best practice.
33. **e-commerce :** You are responsible for complying with all relevant laws relating to e-commerce, and to the full extent permitted by law will hold harmless, protect, and defend and indemnify Sara Web solution and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of Internet electronic commerce.
34. **Payment :** Upon completion of the 3 working day review period, we will invoice you for the 50% balance of the project.

Our Privacy Policy:

We have created this privacy policy to demonstrate our firm commitment to your privacy and the protection of your information.

WHY DID YOU RECEIVE A MAILING FROM US?

- A. Solutions developed by Thewebsilk range from simple information-based websites to complex e-commerce projects, from CMS-based solutions to responsive websites that work seamlessly on desktops, tablets and mobile phones.
- B. Our email marketing is permission based. If you received a mailing from us, our records indicate that (a) you have expressly shared this address for the purpose of receiving information in the future ("opt-in"), or (b) you have registered or purchased or otherwise have an existing relationship with us. We respect your time and attention by controlling the frequency of our mailings.
- C. If you believe you have received unwanted, unsolicited email sent via this system or purporting to be sent via this system, please forward a copy of that email with your comments to sales@thewebsilk.com for review.

HOW CAN YOU STOP RECEIVING EMAIL FROM US?

- A. Each email sent contains an easy, automated way for you to cease receiving email from us, or to change your expressed interests. If you wish to do this, simply follow us sales@thewebsilk.com.

HOW WE PROTECT YOUR PRIVACY?

- A. We use appropriate security measures to protect against the loss, misuse and alteration of data used by our system.

SHARING AND USAGE

- A. We will never share, sell, or rent individual personal information with anyone for their promotional use without your advance permission or unless ordered by a court of law. Information submitted to us is only available to employees managing this information for purposes of contacting you or sending you emails based on your request for information, and to contracted service providers for purposes of providing services relating to our communications with you.

USE OF WEB BEACONS

- A. When we send you emails, we may include a web beacon to allow us to determine the number of people who open our emails. When you click on a link in an email, we may record this individual response to allow us to customize our offerings to you. Web beacons collect only limited information, such as a cookie identifier, time and date of a page being viewed, and a description of the page on which the Web Beacon resides (the URL).
- B. Web Beacons can be refused when delivered via email. If you do not wish to receive Web Beacons via email, you will need to disable HTML images or refuse HTML (select Text only) emails via your email software.

PRIVACY POLICY CHANGES

This policy was created on January 2016.