

Terms and Conditions

All work related to web design and development along with other services offered by **TopNotch Innovative Technologies** follow these standardized Terms and Conditions. These are applicable to all Contracts and Projects that we provide.

We reserve the right to add, delete, or change any of these Terms and Conditions at any given time without prior notice. Failure to receive or acknowledge a change will not make it invalid.

1- Fee Deposit and Refund Policy:

Half payment will be deposited at the time of agreement of Contract and disposal of required services. Once the work has been started at our end, the refund policy will be nullified. No amount will be refunded in case of termination of Contract by the Client. If the Client wishes to cancel the Project during any of its phases, the relevant work dues will have to be paid in full for the amount of days the Project was worked upon. The initial 50% deposit is only refundable under circumstances where we fail to provide the services as agreed in the Contract resulting in further continuation of the Project.

Termination of Contract, without our fault, on Client's wish alone, holds no refund policy whatsoever.

2- Provision of Materials and Client Intellectual Property Rights

Required resources such as stock images, logo permissions and legal authority of all content the Client requires on the website will be provided to us. The Client should have legal permission to use these resources. We will not be responsible for any liability caused in the work or workflow due to delay or non-provision of these resources. We will not be liable or responsible for any legal charges that may be caused due to resources provided by the Client.

3- Clear Provision of Unconventional Requirements

If there are any specific unconventional requirements, conditions, terms or likewise which the Client wants us to consider before or during working on the Project, these will have to be clearly provided and/or stated to us in writing. We will not be liable for any legal action or responsibility which may result due to an unconventional requirement not stated before.

4- Web Design Flexibility

Owing to the importance of Client's work, we offer an extra perk of keeping web design process flexible. We offer a limited number of web designs to Clients in case of disapproval of initial design (customized design is an exception). Any specifications or features required outside the capability of proposed design will be charged separately according to standard company rates.

5- Project Work Flow

The Project workflow is entirely dependent on Client's approval. A constant exchange of ideas and approvals is required for timely completion of the Project. Any delay in approval from Client's end will result in delay in completion of Project which will solely be the Client's responsibility. We will not be held responsible for such delays. Hence, transparent and quick communication exchange should be maintained between us and the Client.

6- No Feedback

In case of delay in approval of work or late rejection of work, even when the company has offered all reasonable measures for proper work flow, we will consider the contract as terminated, once it has passed the review time decided during the agreement of Project. Furthermore, in this case, if the Project has exceeded 60 days or proceeded to Phase 2 (more than 50% completion) without any feedback from Client, the Client will be liable to make full payment as damages.

7- Licensing

Once the agreement has been signed and the project has been completed, we will hand over the license to the website, its content and related software to the Client. After the final handover, we will not be responsible for any artwork, image, content, videos, etc. shared on the website from that point onward.

8- Search Engine Optimization

Standard SEO is conducted during development and designing of Client's website. We do not hold any responsibility or guarantee any position of website on the search engines after website completion. For enhancing web ranking, special SEO services have to be opted, agreed upon and paid for separately.

9- Disclamation

We, by all means of law, are rightful to take appropriate action if payment is not deposited by the Client as per agreed in the contract. We hold all rights to change the agreement within the contract on the basis of direction of work by mutual discussion and consensus. We can terminate the contract if timely feedback, work approval or delays in payment are made without any prior notice.

10- Work Distribution

We hold the right to subcontract the project to deliver better quality, in timely provision or any other reason which our professionals may see fit in favor of the project and to deliver the best desired results to the Client.

11- Confidentiality

We (and our subcontractors, if any) adhere to all local, national and international data protection, transfer, retention, and confidentiality regulations. We agree to not disclose Client work information to any third party, except if there is a need for technical purposes in case of enhancement of website development and design quality.

12- Web Ownership and Expense Add-ons

The Client will be responsible for the payment of purchasing amount or any additional expenses that may apply in buying any specifications, design elements, stock images, software for Client's website. Once the website is completed, full ownership of the web domain or URL registration rights will be handed over to the Client after final and complete payment of the project.

13- Abiding the Law

All the mentioned terms and conditions are as per the governing rules of the country, and the company fully abides by them.

14- Quality Assurance

Quality Assurance of the website is thoroughly performed by us. In case any bug is discovered within the website or a complaint received during QA time period, the company will make the necessary amendments free of cost.

15- Website Refund Policy

We have a 30-day refund policy for all websites. In case the website is pulled back, we will charge 5% fee and the rest of the percentage will be refunded. Any and all deposits are not refundable after a time period of 30 days.

If there are term payments, then it will be due after the first draft or after 90 days, whichever comes first.

All payments will be due in completion after a time period of 120 days.

16- Domain and SSL

Our domain and SSL services have a 15-day refund policy. If you wish to refund during this time period, we will charge 5% fee and the rest will be refunded completely.

17- Web Hosting

The web hosting service our company offers comes with a 30-day refund policy with 5% deduction fee and the rest refunded back completely.

18- Service, Maintenance and Updates

We offer a comprehensive service and updates packages for all websites, depending entirely on the Client's convenience and preference. However, these services, maintenance and updates come with additional charges tailored to Client needs.

All such work undertaken will be non-refundable at any stage should the Client wish to discontinue.