

Maestro Developer - Terms and Conditions

(Terms 1st to 22nd are Standard Terms)

1. Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and Maestro Developer. The approval for the work can be through either an email confirming back the quote (with the quote document attached) or the quote document signed by the client.

Important: Payment of the advance fee indicates that the client accepts these terms and conditions, and approves to commence the work.

2. 1 Year Free Technical Support: Maestro Developer provides 1 year free technical support for following kind of issues:

- Server side scripting/programming errors/bugs
- Logical Bugs/Calculation related errors/bugs
- Connection errors/API Integration Errors

Above support is not available if the errors/bugs arise due to any external entity. Examples:

- Server or software or application or extension downgrades or upgrades
- Edits done by any external entity/person/professional in the code/scripts delivered by us.
- Operating System or Browser Version Downgrades/Upgrades
- Any other factor which is not directly related to any deficiency at the end of Maestro Developer

3. Photography and graphics: Maestro Developer may use stock photographs and images while creating the website. Images and graphics purchased from stock libraries are not generally included in the quote and will be invoiced separately. Maestro Developer will keep the client updated about the stock images being used and the cost involved before raising the invoice.

4. Browser compatibility: Maestro Developer makes every effort to design pages that work flawlessly on most popular current browsers i.e. IE11 and latest version of FireFox/Chrome released on the date of project agreement. We however cannot be held responsible for pages that do not display acceptably in new versions of browsers released after pages have been designed. *IE10 and older IE versions are outdated browsers and hence we don't design with them in mind. We recommend using latest version of Chrome or Firefox instead of older versions of Microsoft Internet Explorer.*

5. Search Engine Submission: Following services are not part of the project unless agreed otherwise in writing:

- Submission of websites on different search engines.
- Securing good ranking of your website on different search engines.
- Search Engine Optimization – On Page/Off Page.

6. Site maintenance: Unless otherwise agreed in writing, following services will be separately billed after the website has been made live:

- Content updates
- Refinements and logical tweaks to the website, which were not planned/approved by client earlier.
- Content presentation and design updates which were not planned/approved by client earlier.

7. Content: After Maestro Developer has delivered the website to client, client is solely responsible for the content/information/images posted on his website. If there is any error or omission by Maestro Developer team while uploading/posting the content/information/images on client's website, Maestro Developer will correct it if reported to Maestro Developer representatives.

8. Material: All material supplied by the client shall remain client's property. Maestro Developer rightfully believes that this material belongs to the client and that it does not breach any copyright laws. Under no circumstances shall Maestro Developer be held responsible for any claims, damages, and loss of profit or reputation caused to client due to the use of material provided by the client.

9. Domain names booked by Maestro Developer on behalf of client: Maestro Developer provides domain name consultancy if required. Domain names registered by Maestro Developer on the client's behalf are property of Maestro Developer until client has paid for the domain booked and any fee involved.

Maestro Developer agrees to transfer such domains to the client or his/her agent when asked to do so provided that all accounts have been settled.

Note: Domains booked and owned by client are not subject to this term. This term applies only to those domains which are booked by Maestro Developer upon the request of client.

10. Travel Time and Expenses: Travelling time to and from the client premises is not generally included in our estimate. If a visit/travel is required for meeting, the client will bear all the expenses or as agreed by both the parties.

11. 3rd Party Add-ons/services/applications: All third party costs arising from the registration of a domain name/purchase of third party utilities/services shall be met by the Client and are payable to Maestro Developer before a formal application for registration is made. Examples of 3rd party fees are as under:

- Domain Names
- Server Space Hosting Fees
- SSL Certificates
- Backup Services
- 3rd Party APIs, if any, required by 'Client' to be integrated with the work ordered.
- 3rd Party Plugins/Scripts/Applications/Software/Widgets/Services, if any, required by 'Client' to be integrated with the work ordered.
- Payment Gateways Signup and Recurring Fees

12. Examples of work: Unless negotiated otherwise, Maestro Developer retains the right to list/display the client name and logo with or without work performed (Design/Development/Online Promotion) for the Client in its respective portfolios and promotion materials. This over-rides all previous agreements and NDAs signed.

13. Quotations: The price quoted to the client is for the work agreed in the proposal document only. Should the client decide that changes are required after the project work has been initiated, then Maestro Developer will provide a separate quote for the additional work and may need to review the timescale for completing the project. Cost estimates and prices quoted are valid for maximum one month unless otherwise agreed.

14. Mode of Payment

- Clients Based Outside India: International Wire Transfers, Credit Card/PayPal via 2Checkout payment gateway.
- Clients Based in India: NEFT, RTGS or Physical Cheques mailed to our office address.

15. Payment Terms:

- Payment plan is agreed between the 'Client' and Maestro Developer based on the milestones.
- Payment shall be due within 14 days of the invoice date unless specifically mentioned in the Invoice.
- Full publication of the website/technical work will only take place after full payment has been received in our account unless otherwise agreed in writing.
- Any material previously published may be removed if payment is not received. When this occurs, a minimum charge of \$150 USD will be charged to have the site restored.
- Accounts that have not been settled within 14 days of the date shown on the invoice will incur a late payment charge of \$100 USD or 5% of the Invoiced Amount (whichever is higher), for each week delayed.
- In case of delay in payments beyond the due date, Maestro Developer reserves the right to stop the work being commenced and 'Client' agrees to exempt Maestro Developer from meeting the timelines agreed.

16. Cancellation: Both the parties reserve the right to cancel the project at any stage.

- In case the project is cancelled by Client, the payments made for the project can be refunded to the client after deducting the upfront payment amount received for Initiation of the project and the other payments received against the milestones completed.
- In case the project is cancelled by Maestro Developer, the payments made for the project can be refunded after deducting USD 10 per hour for the hours spent on the work performed for the client including but not limited to the time spent on project discussion, requirements gathering, project planning & documentation, project initiation and execution. After the payments are settled between the two parties – Maestro Developer shall transfer to 'Client' - all the documents, designs and scripts produced for the project.
- **30 days money back guarantee:** Maestro Developer offers "30-Days Money-Back Guarantee" to ensure customer satisfaction of our products. If for any reason you wish

to discontinue using the product, within 30 days of the purchase, we will issue a refund within 24-48 hours after deducting 4% payment gateway transaction fee and USD 10/hour for the hours spent on your project.

- This guarantee is specifically for GoQuick/Start-Up Package orders for our ready solutions.
- After project/order cancellation/refund issued, Maestro Developer reserves all rights to take down the website published. Client is responsible to keep a backup of the data published on the website/server, Maestro Developer shall not be held responsible for any data/files lost.

17. Delayed Response From Client Side: Unreasonable delays from client side in providing the required feedback/information/data to finish the project shall exempt Maestro Developer from meeting the timelines mentioned in the quote. In case client does not provide required details/data/information within 15 working days, client agrees that the payments made towards the project will be forfeited and retained by Maestro Developer as full and final settlement against the work completed till date. Maestro Developer shall not be liable to deliver any files to client if client is not traceable or not responsive for 15 working days.

18. Escalation: Maestro Developer ensures you get right assistance to resolve issues in a timely manner. If your concerns are not entertained to your satisfaction, you can escalate critical issues to higher level of management.

19. Time Estimates: Client agrees that stipulated timelines cannot be met if the project scope is changed by client once the project scope document is finalized. Client agrees not to change the requirements without extending the original agreed timelines by minimum 1 week against each change request.

20. Share in profits from business or sale of business: After client makes the agreed payment for the project, Maestro Developer will not claim share in client's profits from business or from sale of business to some other company.

21. Copyright/Ownership Rights: Maestro Developer will retain the copyright of any material, including design, artwork and the source code, created for the client by Maestro Developer. Maestro Developer reserves the right to retain the copyright on all material created by Maestro Developer unless otherwise agreed between the two parties in writing. As per the agreed terms client owns rights on following items:

- Logo/Graphics/Pictures/Images supplied by client – Yes
- Website Interface/PSD/Creatives/Designs – Yes, if client has ordered custom design with Exclusive Rights.
- Programming Files/Source Code – Yes, if the Client has ordered the project with Exclusive Rights. Client does not own the copyright/Intellectual property rights for projects being done on Single Domain License basis.
- If the project is being done on Single Domain License basis, Client owns the rights to use the system only on designated domains and Client should take reasonable care of the system files to restrict un-authorized access of the system scripts/source code delivered.

22. Ownership of Code and Intellectual Property Rights: Unless otherwise agreed, Maestro Developer is the owner of the source code and the intellectual property rights and reserves the right to reuse the code for other projects.

(Terms 23rd to 26th are only applicable in case of Single Domain Non Exclusive License)

23. Single Domain License: Unless otherwise agreed, client agrees to setup the scripts delivered only on one domain, one sub-domain (wip.yourdomain.com) and localhost. However if client wish to run same website on different domain/sub-domain, then client has to purchase separate license for each domain/sub-domain.

No license would be required for Add-on Domains that will point to the main domain where this system will be implemented. All add-on domains will be forwarded to the main domain from the hosting server and no additional license would be required for these domains.

For every new domain or sub-domain , client has to buy a separate license.

24. License Validity Period: Limited period license is issued initially. After 6 months from the date of full payment, life time license is issued. Feel Free to contact Maestro Developer Support Team, in case your license has expired and payment has been made in full, such issues will be resolved on highest priority.

25. No recurring costs of license: There is no renewal/recurring license fee. However, if client wishes to run same website on different domain or sub domain, then client has to purchase separate license for each domain or sub domain.

26. Use of encrypted files: Unless otherwise agreed, Maestro Developer can use own framework (code library in encrypted format) for web applications development for making source code of our intellectual property/scripts secure from other programmers; faster turnaround time; and bug free application development. Client will be provided with detailed documentation for using framework (code library functions). With the help of documentation provided, other programmers can modify the website functionality. Maestro Developer framework is collection of functions related to Database Manipulation, Images/Files Management, Paging, and Form Builder etc. which looks like PHP Functions but have different syntax than default PHP functions. Other willing and efficient PHP programmers can learn and practice these functions/framework within 2-4 days.

Note : In no event, Maestro Developer shall be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these Web pages or website, even if Maestro Developer has been advised of the possibility of such damages. Despite the best efforts of Maestro Developer, errors in web page information may occur. At no time will Maestro Developer be held responsible for accidentally including erroneous information, extending beyond correcting the error.

Should Maestro Developer waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Maestro Developer to waive the same clause on any other occasion.



By agreeing to these terms and conditions, your statutory rights are not affected.

Maestro Developer reserves the right to change or modify any of these terms or conditions at any time, but agreements signed prior to the updates in this agreement remains unaffected. Please feel free to contact us for more info/clarification about any of the terms and conditions mentioned above.

