

TERMS AND CONDITIONS

By placing an order on Lowcostwebagency.com (or accepting a written quotation) with Low Cost Web Agency Pvt. Ltd., you confirm that you are in agreement with and bound by the terms and conditions below.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read, understood, and accepted our terms and conditions.

Low Cost Web Agency Ltd. will carry out work only for clients who are 18 years of age or above. You must be over the age of eighteen at the time you place your Order.

Definitions

Client(s), customer(s), consumer(s), Visitor(s): The company or individual requesting the services of Low Cost Web Agency Private Limited.

Low Cost Web Agency, We, low Cost Web Agency Pvt. Ltd., Company: Low Cost Web Agency Private Limited and employees and affiliates.

Our servers, hosting services, hosting packages, hosting: Means our hosting infrastructure operated by Siteground or O2switch.

Product(s), Project(s), Website(S), Service(s): Mean a product bought through our website or after accepting a custom quotation sent by email.

Design, Template(s), Premium Template(s), Premium Theme(s), Theme(s): Refers to premium/paid templates available on Envato and for which we buy a licence giving the right to download and to use within the production within some of our services.

Third partie(s), supplier(s), subcontractor(s), Partner(s): Any company or individual producing a product, service or a material used in the creation of our services.

Business Day: a day which is not a Saturday or Sunday or public or bank holiday in India and Tamil Nadu

Client Materials: data, text, images, graphics, videos, logos and other content and material, hardware or equipment provided by the Client in connection with the Agreement for use by Low Cost Web Agency in providing the Services

1- GENERAL

Low Cost Web Agency Ltd. will carry out work only where an agreement is provided either by email, telephone or through an online purchase on Lowcostwebagency.com. Low Cost Web Agency Ltd. will carry out work only for clients who are 18 years of age or above.

Accomplishing a purchase on our site signifies your interest in our services. Upon receipt of your payment, One of our Project Manager will get in touch with you to start your project.



We require 100% payment before starting on a project. Depending on the kind of product and the characteristics, your project will be delivered to you within the turn-around time specified. These terms of use grant a non-exclusive limited license so that the Client can use the design or our services on one website, on one domain name only, or on one product output. The Client is not permitted to use a design for more than one website, one product, one domain name without prior written and separate agreement between the Client and low Cost Web Agency.

The Client agrees that Low Cost Web Agency reserves the right to include any work done for the Client in a portfolio of work.

Low Cost Web Agency reserves the right to assign subcontractors in whole or as part of a project if needed.

The Client agrees to abide by the terms of any third party software or media included within any work done for the Client. Examples of this include, but are not limited to, Googlemaps, Media under the Creative Commons license, RSS feeds, Open Source GPL Software etc. Please refer to <http://www.gnu.org/licenses/gpl-2.0.html> and <http://www.gnu.org/licenses/gpl-3.0.html> for Open source rules.

Low Cost Web Agency will keep a copy of the site and design source files when a website project is being worked on. However, the Client agrees that it is their responsibility to have regular backups made by themselves. Design products bought by the customer are not object to any back up by Low Cost Web Agency. If your website is not hosted by us, we don't keep any backup copy.

The Client agrees that Low Cost Web Agency is not liable for any failure to carry out services for reasons beyond its control, including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services used for the production of your product/services.

Low Cost Web Agency is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

Low Cost Web Agency shall have no liability to the Client or any third parties for any damages, including but not limited to claims, losses, 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 low Cost Web Agency has been advised of the possibility of such damages.

There are sometimes laws and taxes that affect Internet e-commerce. The Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Low Cost Web Agency and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet e-commerce.

The Client agrees to use all Low Cost Web Agency services and facilities at their own risk and agrees to defend, indemnify, save and hold Low Cost Web Agency harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against Low Cost Web Agency or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties.

The Client also agrees to indemnify, hold harmless and defend, low Cost Web Agency against any liabilities arising out of injury to property or person caused by any any product or service sold by the Client or any service provided or agreed to be provided or by third parties, including but not limited to infringement of proprietary rights, misinformation, infringement of copyright, delivery of defective services or products that are harmful to any company, person, business, or organisation.

1.2 Acceptance of this terms and conditions



Low Cost Web Agency Private Limited is an Indian Company incorporated under the Companies Act, 1956
CIN n° U72900TN2013PTC091836 - N°52 Mamalla Street (Extn.) - Rahman Nagar Kottakuppam -
Villupuram - 605104 Tamil Nadu India - (+91) 97 86 49 51 50 - <https://www.lowcostwebagency.com> -
alex@lowcostwebagency.com



By accepting a quotation or making a payment, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

1.3 Liability

Low Cost Web Agency hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Low Cost Web Agency Private Limited to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

1.4 Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties.

1.5 Prices & Delivery

Low Cost Web Agency reserves the right to change its standard charges and online prices at any time, without advance notification. Should its prices change, Low Cost Web Agency Ltd will honor existing orders and already paid works, but further purchases will be accepted at the new prices. All quoted prices are exempt of VAT except for Customer located in India where price includes applicable GST.

Low Cost Web Agency and the client must work together to complete the project in a timely manner. We agree to work diligently to complete your project within the time frame indicated in the Product page or in a custom quotation. The project does not officially begin until the client has provided all material needed, after this Low Cost Web Agency will notify the client about planned dates of delivery of the project. To ensure the project is kept on time, Low Cost Web Agency expects all feedback to be provided within 24 hours, that the client is available to meet to discuss the project, that the clients availability allows us to access them every day and that client revisions are reasonable within the given time frame e.g. one chance to revise the website home page, one chance to revise the website content, one chance to review the website structure etc. While working on a project, Low Cost Web Agency needs to estimate when to deliver the project. This estimate is based off of previous experience of working on similar projects.



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Occasionally Low Cost Web Agency will underestimate the amount of work required in a project and therefore will not be able to meet an agreed deadline. In this case a client agrees to hold harmless, protect and defend Low Cost Web Agency from any claim or suit arising from missing the agreed upon deadline. The client agrees that all deadlines, deliverable dates and time frames are estimates only.

1.6 E-mail Address

By providing your e-mail address to us, you give us permission to send you regular updates about our services and company. If you ask us specifically not to send e-mails to you, we will stop sending you e-mails.

If your e-mail address is not functional and we encounter issues such as e-mail bouncing, we are not liable for delivery of your products/services. We will try and contact you once through the contacts provided by you over e-mail. You need to [contact us](#) to receive your products/services in such situations.

1.7 Online Payments and Subscription based Services

Payments via PayPal, credit cards and other accredited services are accepted. Our site secures all information you provide when making online payments. Your payment information is also secure. We shall not store your credit card information for any reason. Only confirmed and received payments will be acknowledged as a go signal to start with your project.

If you bought a service which recurs annually like hosting, Dedicated Ip, SSL, Domains, Cpanel etc.. we will send you a unique call, through email, to renew your services 30 days before expiration. It's your responsibility to ensure your payment is sent at least 6 business days before expiration date. We will not renew any service in case your payment didn't reach us before expiration date.

1.8 Testing, Acceptance and refund policy

All work delivered to the client should be considered accepted unless the client notifies Low Cost Web Agency to the contrary within 24 hours.

We will not refund, nor accept the return of/refusal to pay charges for, any product supplied. No exception can be made as we cannot be held responsible for individual tastes or exceptions.

Once an order has been placed, We will not offer a refund. We may at our sole discretion allow you to place an order for different products with the same value.

1.9 Subcontracting

We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

Please note that the following Terms & Conditions of our subcontractors applies automatically to you when you opt for services for which we used third party's products or services.

Siteground - Hosting: <https://www.siteground.com/terms.htm>

O2switch - Hosting: <https://www.o2switch.fr/cgv/>

Gandi - Domain names: <https://www.gandi.net/en/contracts/terms-of-service>

Netim - Domain names: <https://www.netim.com/en/documents>



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Let's encrypt - SSL: <https://letsencrypt.org/repository/>
Campaign Monitor: <https://www.campaignmonitor.com/policies/>
Sucuri Security: <https://sucuri.net/terms>
Codeguard: <https://www.codeguard.com/terms-of-service/>
Envato: <https://themeforest.net/legal/market>
Miruni: <https://www.miruni.io/>

1.10 Non Solicitation

The Client agrees and undertakes that for the duration of this Agreement and the period of one year after the termination of this Agreement it (or any Client group company or related person) shall not directly or indirectly approach, use the Services of or employ any Low Cost Web Agency employee or former employee with whom it has come into contact in connection with this Agreement in any regard. The Client agrees and undertakes that if it (or any Client group company or related person) acts in breach of the clause above or low Cost Web Agency's prior written consent then (without limitation to any other remedy available to Low Cost Web Agency) the Client shall pay an introduction fee amounting to the amount paid to the employee for the last two years of his or her employment.

1.11 Billing disputes

If you believe there is an error on your bill, you must [contact us](#) in writing. We each agree to work together in good faith to resolve any billing disputes. If you contact your credit card company, prior to notifying us of a dispute, and initiate a "chargeback" based on this dispute, we will charge you for investigation and processing. This compensates us for the investigation your card issuer requires us to conduct in order to demonstrate our right to payment. All of your Services may be suspended during bill disputes. To reactivate your Services, you must first pay all outstanding Fees.

1.12 Force Majeure

Low Cost Web Agency shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of Low Cost Web Agency. Including but not limited to war, natural disasters, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, and accidents of any kind or act of terrorism.

1.13 Representations and Warranties

You promise that (i) you have the experience and knowledge necessary to use the Services; (ii) you and your End Users understand and appreciate the risks inherent to you and your business that come from accessing the Internet; (iii) you have sufficient knowledge about administering, designing and operating the functions facilitated by the Services necessary to take advantage of



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them; (iv) you will not violate any applicable laws and/or regulations in your use of the Services; (v) you own all intellectual property rights in, or have a license to use, any information you provide to us necessary for us to perform the Services, or to any information transmitted by us through the Services; (vi) you will make backup copies of all information in a location independent of ours, and will not use Backup Services as your sole backup; and (vi) you will pass through the terms of this Terms & Conditions, and any agreements incorporated by reference, to your End Users.

1.14 Termination & Cancellation

Either party may terminate this Terms & Conditions upon written notice to the other if one party materially breaches any terms of this Terms Conditions and the breaching party fails to correct the breach within ten days following the other party's written notice, or immediately, if the breach is incapable of cure.

1.15 Termination by Low Cost Web Agency Pvt Ltd.

Low Cost Web Agency Pvt Ltd. may terminate this Terms & Conditions if (i) you fail to pay any sums due (including Fees) to Low Cost Web Agency Pvt Ltd. as they are due; (ii) in Low Cost Web Agency Pvt Ltd. reasonable opinion, you do not have sufficient technical expertise to use the Services without excessive ongoing technical support; (iii) Low Cost Web Agency Pvt Ltd. determines in good faith that continued provision of the Service has become impractical or unfeasible for technical, legal, regulatory or any other material reason; or (iv) you violate this Terms & Conditions or any agreement incorporated by reference.

We may terminate a particular Order, or aspect of the Services, if a Third Party ceases to make components of the Service available to us, or if providing them to you becomes cost prohibitive. These Terms and Conditions supersede all previous representations, understandings or agreements.

1.16 Ownership & Copyright of Business/Company name and website content

The lowcostwebagency.com Web site <https://www.lowcostwebagency.com>, any subsidiary Web sites, and the business name lowcostwebagency.com / Low Cost Web Agency are owned and operated by Low Cost Web Agency Private Limited. All material on this site and subsidiary sites including services, policies, copy and prices are protected by international copyright and trademark law. These names and the Web site content cannot be used, copied, reproduced, republished, transmitted, framed, printed or modified without the express permission of Low Cost Web Agency Pvt. Ltd.

1.17 Governing Laws

Any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Tamil Nadu -India.



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2. SPECIFIC TERMS AND CONDITIONS BY PRODUCTS CATEGORIES

Low Cost Web Agency Pvt. Ltd. provides a wide range of services. Each kind of services may respond to specific terms and conditions. In case of any doubt, please [contact us](#) before buying.

2.1 Website Design products

2.1.1 Domain names registration

This cost recurs annually.

Low Cost Web Agency offers as part of our Web design Services the registration of a domain name on your behalf.

Domain name registration gives you exclusive rights to a certain name, such as www.myname.com, so that you can use it for your web-based purposes. You are NOT required to register a domain through us, but we strongly prefer that you do, especially when you want your website to be hosted by us.

Our company is an official reseller of the registrar Gandi.net. If you ask us to register your domain name on your behalf, your domain name will be registered with Gandi.net. You will appear on the WHOIS database as sole Registrant Contact meanwhile our company will appear as Administrative & Technical Contact.

When your domain is registered by us, we supply to you the credentials of your Gandi or Netim account. At any moment you can ask Gandi or Netim to unlink your domain name from our Company.

Where Low Cost Web Agency Pvt. Ltd. registers a domain name on behalf of the client, Low Cost Web Agency Pvt. Ltd. does not guarantee that any particular requested domain name will be available until confirmation has been received from the naming authority. In the same way, Low Cost Web Agency Pvt. Ltd. don't give any guarantee that you are eligible to register a specific extensions. You must check before your order on this page. <https://www.gandi.net/en/contracts/tlds> what are the Domain Name special conditions if any to ensure you fulfill the requirements. No refund will be granted for unavailable domain or because you don't fulfill the requirements to register the extension you want. If the domain name indicated by you during the buying process is not available, or its extension is not suitable for you, you must provide us, upon our request, an available and suitable domain name as replacement.

Low Cost Web agency Pvt. Ltd. make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your own risk.

The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them.

You shall have no right to bring any claim against Low Cost Web Agency in respect of refusal to register a domain name or cancellation of the domain name by the relevant naming authority. Any administration charge paid by you to Low Cost Web Agency shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.



In purchasing or renewing domain names on behalf of the client, Low Cost Web Agency Pvt.Ltd. is acting solely as the client's agent and accepts no responsibility for the continuance or otherwise of that registered domain name.

Low Cost Web Agency Pvt. Ltd. provides no warranty that the domain name requested by the client will not infringe the rights of any third party and the client will indemnify Low Cost Web Agency Pvt. Ltd. in respect of any such infringements.

The client shall be responsible for all renewal fees relating to any domain names purchased on their behalf by Low Cost Web Agency Pvt. Ltd., whether charged direct by the naming authority or by Low Cost Web Agency Pvt. Ltd. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Low Cost Web Agency Pvt. Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

By registering a domain name through Low Cost Web Agency Pvt. Ltd. the client enters into a contract of registration with the registration authority relevant to that domain name and their terms and conditions will apply.

It is the responsibility of the client to ensure that registrant details are kept updated. In the event of a dispute the relevant naming authority for the type of domain held should be contacted and provided with full details of the complaint.

We have no liability for domain names that are not registered by us and associated with your accounts

In order to facilitate your buying process, we have created 3 categories of domain names according to their extension. Each category shows a group of available extension with an unique Registration fee. Before buying any Website Site design, please check what is the category of the domain name you want and select the correspondent category during the buying process. Low Cost Web Agency Pvt. Ltd. will not accept any responsibility for mistakes you can do and will not offer any refund in case you indicate a wrong category during the buying process.

Please note that our Domain Services are limited by default to one year renewable. In the event you are interested to register your domain for several years, please [contact us](#) after you bought our Web Design services and we will extend, if possible, the validity of your domain name upon successive payment of remaining annual fees.

In the same way, if you want to register more than one domain name, as example to protect your name with Country extension, just [contact us](#) after buying the registration service of your domain name and we will register the others desired domains upon the payment of the annual fees.

If you already own one or many domain name through your hosting or registrar, you can opt for the transfer of all your domain name under a single account on Gandi.net. As for our registration services, you will appear on the WHOIS database as sole Registrant Contact meanwhile our company will appear as Billing & Technical Contact. You need to ensure before buying that your domain name is transferable (unlocked, enough time before renewal date). In case of doubt please enquire your actual registrar or hosting provider.

Please review all the extensions available on [https:// lowcostwebagency.com/all-domains-available](https://lowcostwebagency.com/all-domains-available) and ensure that the domain name you want is available before buying.

Categories of domain name extensions available on Lowcostwebagency.com.

- Standard domain name
- Advanced domain name
- Special Domain Name

If your domain was registered by us or transferred to us, at any moment, you may ask us to unlink your domain from our Gandi or Netim reseller account. You will then have the full



management, in autonomy, without our assistance of your domain name. You can transfer your domain name to any registrar of your choice at any moment.

2.1.2 Managed Hosting Services

This cost recurs annually.

Low Cost Web Agency provides Linux Hosting services for customers who bought a Product from the Website Design category.

The key features of the Linux Web Hosting Service are as follows:

- provision of web space;
- Unlimited bandwidth;
- webmail;
- access to the cPanel, if you opt for this option;
- firewall protection; and
- access to Linux Web Hosting development and statistics tools through Cpanel Access.

Detailed information regarding current fees and the features of the Linux Web Hosting Service can be found on our Web Design product pages on our Website.

Low Cost Web Agency provides website hosting and email services via Siteground or O2switch. Whilst it will endeavor to provide a professional and reliable service to the client at all times Low Cost Web Agency does not guarantee that the website or email will be available at all times and will not be liable for any losses incurred, costs, compensation or loss of earnings due to the website or email being unavailable. low Cost Web Agency shall use its reasonable endeavours to make the server and the services available to the Client 100% of the time but because the services are provided by means of computer and telecommunications systems, Low Cost Web Agency makes no warranties or representations that the service will be uninterrupted or error-free and Low Cost Web Agency shall not, in any event, be liable for interruptions of Service or downtime of the server.

Website Hosting, Cpanel Access, Dedicated IP, SSL, mails, Guarantee and Assistance renewal is due on an annual basis. No refunds are made for anticipated termination of those services.

Hosting places the domain name on a particular server connected to the web, which allows you to post a website for viewing through a browser. You are NOT required to host through us, but we strongly PREFER that you do.

Our hosting services comes with domain-based emails, bandwidth, storage space, database and security tools, and other features.

Projects that involve custom quotation could require be hosted with Low Cost Web Agency Pvt. Ltd. to ensure the programs that we write will work. If you want to host your site on another server this must be disclosed when you ask for a custom quotation and/or before we begin programming . When you buy online, select the adequate option during the buying process to include or not include our hosting services.

Low Cost Web Agency offers two level of hosting services. The main difference between basic hosting and VIP hosting is the amount of Storage Space allocated and the number of professional emails.

- **Basic Hosting** - 3 GB Storage Space - Up to 5 professional emails
- **VIP Hosting** - 6 GB Storage Space - Up to 10 professional emails

At any moment you may buy Extra storage Space and Extra emails Addresses.

The annual fee for 1 GB extra Space with or without an extra mail addresses is 30\$ or equivalent in your currency.



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If you need a very large space on your server. [Contact us](#) before buying, we offer full dedicated and VPS server for selected project.

The annual fee for 1 extra email addresses is 15\$ or equivalent in your currency.

Our Hosting service is ensured by the hosting Company [Siteground](#) or [O2switch](#). Your Website/application/Script is hosted on a secured VPS/Cloud Server. We use lightweight Linux containers with SSD disks for unmatched resource efficiency and site speed. We configure and manage the infrastructure and server software to take off your head the day-to-day IT maintenance. We keep 7 offsite backups of your account from 7 consecutive days to guarantee no data will ever be lost. However, these backups are strictly for our own use and must not be relied upon as an alternative to keeping your own backups. You are advised to make local backups of your data and/or use our specific backup services. We will not be liable for any loss, claim or damage which is caused by a failed backup or by a failure by you to make regular backups. You understand and acknowledge that we will not be responsible for the integrity of your data or the fact that such data may be or become corrupt.

No Unlawful or Prohibited Use

Any website or content management system or email service supplied by Low Cost Web Agency Pvt. Ltd. to the client may not be used in any manner or for any purpose that is unlawful or prohibited by these terms and conditions.

The client may not use any such website, content management system or email service in a manner which could damage, disable, overburden, or impair the same or obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the same.

With our Hosting service you are eligible for our guarantee -maintenance-assistance service. If your website is not hosted by us, Maintenance, Assistance are available on request basis and billed considering the amount of hours needed.

2.1.3 Hosting technical support - 1 Year Maintenance / Warranty / Assistance / Training

2.1.3.1 Regular maintenance and monitoring

We constantly monitor our servers and your site for speed and uptime.

We update your site periodically to ensure the most-recent security for your plugins. Theme updates are monitored and updated on an as-needed basis, using a staging environment to check for issues before going live. Core updates are normally run as-needed for security updates, and within a week of major releases, depending on feedback around each release.

Our team monitors all CMS and language core development chat, to make sure we know what's coming down the line, and how that will affect your site.

Our technical support is available for all current customers who subscribe to our hosting services and is provided on an as-is, as available basis. It includes the guarantee that we will do any update of your website CMS, your theme/design, your plugin, components, modules needed. Our guarantee as well as updates tasks are in force only if you didn't modify the core files of your CMS/Website. If you added some plugin or custom developments and design on your own or with the support of a third party, then Low Cost Web Agency will not have obligation to update your website for free and your website will not have any guarantee.

If your request for technical support /assistance exceeds that of similarly situated customers or is within the scope of our paid support and development services, you may buy additional support services. We will always inform you, and receive your consent, prior to charging you for technical or training services.

Our Assistance includes:



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- Help using your Website Administration Panel and Cpanel. Understanding what you can do and where you must do it. Up to 30 min Teams session/month or 1 email/month from the 2nd month following the delivery of your website
- Help using web mail, and one time support for email setup
- Bug reports and fixes for Website under Warranty

The following matters attracts an hourly support fee.

- Support from staff other than our helpdesk staff (e.g. Management or Designer)
- Face to face support
- Content changes
- Designer time / design changes
- Project manager time
- Developer time
- HTML/CSS/Coding training, support or troubleshooting
- All application training and support (i.e. Photoshop, Thunderbird, Skype, etc)
- All customer computer hardware issues that we can help with, this is outside of our expertise so is not a guaranteed service
- Time spent investigating a reported issue for which Low Cost Web Agency is not responsible

If you request technical support on a spot basis, you agree that we may have full access to all aspects of the Services accessible to us based on your request. You are solely responsible for any changes you make to your account after we complete your request.

To the maximum extent applicable under national law and without affecting your rights as a consumer, all support is provided as-is and is subject to the disclaimers of warranties and limitation of liability set out in this Terms & Conditions. While we will use reasonable efforts to provide technical support to you and to perform any work needed or you request in a timely and professional manner, we cannot guarantee the result you expect or that an issue might not occur again. We retain the right to refuse to provide technical support to you if your use of technical support exceeds that of similarly situated customers, or if you are verbally abusive to our employees or contractors. We may refuse to perform any request that requires changes not compatible with our Services or is not related to them or might create a security risk or endanger their performance.

It is your obligation to perform and store a backup of your data and files prior to requesting technical support. In the event that you are not satisfied with the outcome of any technical support, it is your obligation and responsibility to restore your files and data from your own backup even if we do it, as a courtesy, for you if asked.

2.1.3.1 Sites NOT Hosted by Low Cost Web Agency Pvt. Ltd

Should client decide to host their site on another server, Low Cost Web Agency Pvt. Ltd cannot guarantee the all elements of the site will work. You agree that your website is compliant when hosted on our servers. As part of our service we will transfer your website to your host. In case of any issue after the transfer of the website to your host, Low Cost Web Agency Pvt. Ltd will make a reasonable effort to research the problem on the foreign platform to let the client know what we think the problem is. However, we cannot take responsibility for problems caused by or on another hosting server, including but not limited to email, FTP, SSL, database, server software, and site security issues. If Low Cost Web Agency Pvt. Ltd believes it will take a



significant amount of time to fix the problem, we will advise the client before proceeding. In most cases, fixing problems on a foreign hosting server is billable.

2.2 Training

Low Cost Web Agency will provide the amount of training deemed necessary for the successful handover of the deliverables at Low Cost Web Agency's discretion. Typically this will entail a single session of training for no more than 1 hours with The Client. If more training is required then this must be communicated to Low Cost Web Agency at the point of handover, and Low Cost Web Agency may at Low Cost Web Agency's discretion provide further training but Low Cost Web Agency reserve the right to charge for further training on an hourly basis.

2.3 Fair Use Policy

Our Fair Use Policy sets out certain limitations on the allocation of Server resources, aiming to allocate all our customers fair and adequate use of our hosting services.

When using the Services, you will ensure that neither you nor any of your End Users make excessive use of the Server resources to Low Cost Web Agency's detriment or that of our other customers. The term "excessive" is defined by our experience with similarly situated customers. Your account includes a control panel that provides statistics setting out your use of the resources associated with the Services. These statistics are the sole and exclusive method to determine whether your account has exceeded its allocated resources.

Unmetered traffic (bandwidth) applies to your use of web pages only (html, php, etc.), not to upload or storage of movies, pictures or music files. While we do not meter traffic, the maximum availability at any time will depend on current traffic usage and the technical specifications of our servers.

You agree that we have the sole right to decide what constitutes a violation of the Fair Use Policy and what is the appropriate severity of any corrective action to be applied. Failure on your part to maintain your account in full compliance with the Terms & Conditions may result in warning, resource usage limitations, suspension or immediate account termination with no refund. You understand and agree that in the event of violation of the Fair Use Policy, we may provide you with a certain period of time to correct the issue. If you take no action during this period, we may apply corrective actions at our sole discretion. You acknowledge that we can immediately suspend and/or terminate each account that violates the Fair Use Policy and will not be responsible for any data loss resulting from such termination of Services.

2.4 Dedicated IP

This cost recurs annually. Dedicated IP is only available if coupled with one of our hosting package. You can't buy standalone dedicated IP.

Dedicated IP is only available if your website, CMS, CRM, Landing page is hosted by us.

If you want to understand the difference of a shared IP and a dedicated IP you must think that a dedicated IP is like a single and independent house to host your website meanwhile a shared IP will accommodate your website in an apartment of a building containing thousands of other apartments.

It's quite mandatory to have a dedicated IP when you run an ecommerce website and it's strongly recommended to have one for all the websites in general. A dedicated IP means that your site have an IP address not shared with any other website.



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A dedicated IP give:

- a better protection for your email services. Your emails will not finish in the spam folder of the recipients.
- should a shared IP get blacklisted, your dedicated IP is not affected. Google will look at your site always as a safe website.
- You show to Google that you are serious with your business. Security is important for you and Google like it.
- So you get potentially higher ranking in search engines
- Your website have a potentially faster search indexing and loading time.

2.5 Professional Email Addresses

Our web design and development service includes configuration of your email accounts on your Hosting environment. If you opt for Cpanel Access option then you will be able, if you want, to set autonomously your email addresses and passwords using Cpanel. According to the kind of hosting option you select (basic Hosting or Vip Hosting), you can create and use up to 5 or up to 10 professional emails addresses: if you need more emails addresses, please [contact us](#) with the number of emails addresses you want. We will send you a quotation accordingly. You can buy extra Space for your emails at any moments. The cost is 30\$/year for 1GB.

Note that we will not provide backup of your emails. You must archive your mails on your local drive using any suitable Mail client. No transfer of mails from an hosting provider to another are included in our online services. For specific needs, contact us

2.5.1 Limitation on Mails Services:

Filtering. Low Cost Web Agency provides certain services designed to filter unwanted email, such as spam, phishing scams, and email infected with viruses. You acknowledge that the technological limitations of the filtering service will likely result in the capture of some legitimate email, and the failure to capture some unwanted email, including email infected with viruses. Email that is quarantined by the filtering system is excluded from the Service Level Guaranty.

Delivery Failures. Low Cost Web Agency will use commercially reasonable efforts to deliver your email messages. Third party filtering services may from time to time prevent successful delivery of your messages.

You hereby release Low Cost Web Agency and its employees, agents, suppliers, and affiliates from any liability or damages arising from the failure of Low Cost Web Agency's filtering services to capture unwanted email or from a failure of your email to reach its intended recipient as a result of a filtering service used by the recipient or the recipient's email service provider.

Memory Limitations. Mail boxes that exceeds the global storage limit of your Hosting account will not work properly. We invite to archive often your mails in your Local folder in order to maintain always healthiest Box mails.

Bulk Mail. You may not use the Mail Services to send Bulk Mail except via a Low Cost Web Agency-approved mail marketing products. You may not send bulk or commercial mail that has a Low Cost Web Agency Mail Service return address or references a Low Cost Web Agency Mail Service address, unless approved by Low Cost Web Agency in advance. You may not intentionally use your Mail Service for the purpose of receiving bulk mail from others.



Unsolicited Mail. You may not send email to anyone with whom you do not have a pre-existing relationship, unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email.

System Abuse. You may not use the Mail Services in a way that creates technical disturbances for other Low Cost Web Agency mail customers or for the Low Cost Web Agency systems generally. Specifically, but without limitation:

No Shared Mailboxes. Each mailbox may be used by one natural person at a time. Attempts to log into a single mailbox simultaneously from more than one computer are prohibited. You may not use automated tools such as "Fetchmail" or "Microsoft Exchange Connector" to virtualize one mailbox into multiple mailboxes;

Automated Use. Mailboxes are not designed for automated use, such as sending email from web servers, or receiving email from automated programs. Such use is permitted provided that you do not violate this Agreement or disrupt the normal operation of the mail system, but we do not provide technical support for this type of use.

2.5.2 Mails Privacy

Content/Message Routing Data. Your email messages and other items sent or received via the Mail Service will include: (i) the content of the communication ("content"), and (ii) certain information that is created by the systems and networks that are used to create and transmit the message (the "message routing data"). The content includes things like the text of email messages and attached media files, and is generally the information that could be communicated using some media other than email (like a letter, telephone call, CD, DVD, etc.) The message routing data includes information such as server hostnames, IP addresses, timestamps, mail queue file identifiers, and spam filtering information, and is generally information that would not exist but for the fact that the communication was made via email.

Content Privacy. We respect your privacy. The content of your items is your Confidential Information and is subject to the restrictions on use and disclosure. In addition to those restrictions, we agree that our personnel will not view the content of your items except in the specific ways defined below. However, you agree that we may view and use the message routing data for our general business purposes, including maintaining and improving security, improving our services, and developing products. In addition, you agree that we may disclose message routing data to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

Our Limited Rights to View and Use Your Content. You agree that our personnel may view the content of your email and other items for the following purposes:

- as necessary to respond to your specific support request;
- to ensure that backups are being performed properly;
- for Bulk Mail, to ensure compliance with our requirements for Bulk Mail stated in the Fair Use Policy;
- as appropriate to the exercise of our rights to use and disclose your Confidential Information; and
- for Junk Mail, to improve our email filter.

If we use third party vendors to help us provide Services to you, we may permit those vendors to view and use your email content for the same purposes described above, provided that the vendors are subject to confidentiality and privacy restrictions at least as stringent as those stated in the General Terms and Conditions, Section 12 (Confidential Information). In addition, we may share the content of your Junk Mail with independent third party abuse agencies and trade groups for the purpose of assisting in industry initiatives to control undesirable email.



You acknowledge that Low Cost Web Agency is required to establish an **[abuse@\[yourdomain\].com](mailto:abuse@[yourdomain].com)** and **[postmaster@\[yourdomain\].com](mailto:postmaster@[yourdomain].com)** address for each of your domains. Low Cost Web Agency personnel will review the content of all mail received at these addresses. You may configure your Mail Service such that mail is not received at these addresses but is instead forwarded to someone within your organization.

WE WILL NOT EMPLOY TECHNOLOGY TO READ YOUR EMAIL MESSAGES IN ORDER TO TARGET, DISPLAY OR SEND MARKETING ADS BASED ON THE CONTENT OF THOSE EMAIL MESSAGES.

Usage Data. We may collect and store information related to your use of the Services, such as use of SMTP, POP3, IMAP, and filtering choices and usage. You agree that we may use this information for our general business purposes and may disclose the information to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

2.6 SSL Certificate

As part of our Web Design Services when you opt for our Hosting services, whether Basic hosting or VIP hosting, you can decide to have an SSL certificate attached to your website. We are not selling SSL certificate as standalone product. The unique certificate available as option during the buying process are SSL certificate issued by Let's encrypt. While Let's encrypt certificate are free certificate, when you opt for an SSL certificate, Low Cost Web Agency Pvt. Ltd will charge a fee for the configuration and maintenance of the SSL certificate. This

The free TLS certificates provided by Let's Encrypt are subject to their [terms and conditions](#) .

If you need an SSL certificate issued by an authority who is not Let's encrypt, please [contact us](#) to enquire the cost.

If you opt for the option "Cpanel access" and considering the eventual mandatory requirement as could be a dedicated IP, an SSL certificate from a third party is a possibility to, although we don't recommend it. When using a third party SSL certificate bought independently, you are responsible for implementing, maintaining and renewing the certificate.

2.7 Cpanel Access

Cpanel is only available if you opt for one of our hosting services while buying for a Website Design product.

cPanel is a web based control panel tool which will help you manage your web hosting account through a web interface instead of a console. With cPanel you are able to accomplish many tasks. You can use [cPanel](#) for basic, everyday tasks like managing your email. Tasks like creating email accounts, resetting passwords, setting up mail forwarders are only some of the several tasks you can do through Cpanel. You will have access to statistics about your website and usage. It's the tool to fully managed your storage space as you want. Your are not obliged to select a Cpanel Access to run your website so if you are tight with your budget you can request for this option later.

We take no responsibility about any damage you may create on your website or emails following a wrong usage of your Cpanel.

2.8 Remove credits option



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A link to Low Cost Web Agency Pvt. Ltd will appear in either small type or by a small graphic at the bottom of the Client's website. The Client also agrees that the website developed for the Client may be presented in Low Cost Web Agency Pvt. Ltd's portfolio. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee will be applied.

If you modify significantly your website on your own or with the support of a third party, we may ask you to remove credits to us if we estimate that your website is not anymore reflecting the job we have done.

2.9 Premium Templates

After your purchase you will select a premium template between thousands possibilities on Themeforest. The use of a premium template is the best choice for 99% of the projects. It allows to reduce the cost of development and maintenance. A premium template is a guarantee to have a very professional output with a limited budget. We will buy on your behalf the end-user licence of the theme you like. We will configure your website with this theme allowing to get life time updates of your theme / template. The cost of the theme licence is a one time fee. It give a life time right to download any future updates of the theme. Download of updated versions are available through the backend of your website or through our Agency. Our designers will customize the Premium template with your logo, content and images to match your Company image.

With the use of a premium template, there is no bad surprises because you are always able to test the desired template before we buy the licence. Once the licence is bought, you may not change idea so take your decision with the most care. You can help you to suggest what is in our opinion a good choice for your project. You can decide to buy your theme/template on your own. No discount will be provided. We will work only on [Themeforest](#) approved template. If you need any other template from a different platform, please [contact us](#) before buying.

We aren't linked in any way to the creator of your templates. If, for any reason, the creator of the template decides to stop the maintenance and update of its templates, then we will suggest you alternative economic options switching to other template.

In the same way, we can't be responsible for any discontinuation of the Open Soure CMS used to build your website (Wordpress, Joomla, Drupal, Opencart, Magento, Prestashop...)

If you have room with your budget, then you may ask us to develop your design from scratch without the use of premium template. Ask us for a custom quotation.

2.10 Website content & Supply of Materials

To deliver our services, you must supply all materials and information required by us to complete the work. Such materials may include, but are not limited to, photographs, written articles, logos and other information. Where there is any delay in supplying these materials and information 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.

The images on your websites

If we use stock imagery on your website you do not own these images, ownership is retained by the image rights owner. Such images can therefore not be used or re-used for any other purpose and can only be used as they were placed onto your website by us. Any editing of the dimensions in which they appear may contravene their usage rights. Do not copy the images and use them in other promotional materials. If you are looking to own the images on your website or use them for another purpose then please [contact us](#) and we will endeavor to put you in contact with



the image rights owner or to let you know how to buy the rights. This of course, does not apply to images that you own and provide to us for use on your website.

Any time frames or estimates that we give are contingent upon your full co-operation. 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 in order to expedite the feedback process.

2.11 Purchase of Images

Our Fees do not include any searches or purchases of photo images, audio or video. You can purchase photo images, audio or video directly, or we can purchase photo images, audio or video on your behalf. We may charge additional costs in respect of such purchases. We will attempt to advise you of the expected additional costs before purchasing the photo images, audio or video.

2.12 Template customization

We are pleased to make customization to the premium design you have elected. A certain amount of customization will be allowed, comprising the insertion of your content. The amount of customizations will depend from the product you ordered. You will be asked to provide the required input we need to customize your website. Once you gave us input, any change afterward could be charged at our own discretion.

2.13 Failure to provide required Content

Low Cost Web Agency is a lean business. To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in a timely manner. On any occasion where progress cannot be made with your website or services offered in our online catalogue because you have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to archive your project for a maximum period of 1 months. To take out your project from archive a fixed cost of 100\$ or equivalent in your currency will be charged. After one month without the elements given for your website or the services you bought, we will cancel completely your website or product from our database. No restoration will be possible. You will be asked to order a new website or products/services if you want to go further.

If you want to avoid your website or your Web project to be archived, even if you don't have all the content and elements for your website, you can go live with a temporary version where dummy content will be placed or some pages will be unpublished until you get the needed content. It will be your responsibility to update any content available after the delivery. If your project involves Search Engine Optimisation we need the text content for your site before going live so that the SEO can be planned and completed efficiently. In case you go live with temporary content, you will be responsible to complete SEO tasks on your own or buy extra hours.

When you buy a website design product, you agree to provide us with the required information and subsequently fail to do within one week of your purchase date we reserve the right to close the project and no refund will be provided. Simply put, all the above condition says don't buy online our Website Design product until you are ready with your content at least the most



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important. If you needed any help with content creation, you can buy our content writing services.

Text and images content should be delivered for some of our products through [Miruni](#). That will avoid to exchange huge quantity of emails avoiding misunderstandings.

2.14 Third parties extensions

To build your website or web application, Low Cost Web Agency will install Scripts, extensions, plug-ins, components, add-ons and any piece of codes for the client's use, that has been built by a third party. Examples include WordPress CMS, FCK editor, WooCommerce, SEO Yoast, shopping carts, photo galleries, slideshows etc. In these instances, clients will be subject to the terms and conditions of the third party who owns the code, and may use the code as a licensee only. No ownership rights of any kind are transferred to the client for those third parties applications. At any moment, you are free to uninstall any of the installed plugins taking into consideration that must affect the functionalities of your website. Low Cost Web Agency is looking mainly to work with Open Source Application and free version of third parties extensions. If your requirements need any licensed works outside normal open source frames, we will inform you before using it and look for your acceptance. In a general way, all our services offered to be bought online are Open Source, you can modify them as you want for your use only or for the use of one of your customer. You are not allowed to resell massively one product bought on our platform. You are authorized to resell it only to one customer. If you need to discuss any specific reseller agreement, please [contact us](#).

2.15 Content Management System

To produce our Website design products we must used a CMS like Wordpress, Joomla, Drupal, Magento, Opencart, Prestashop or any other CRM or CMS. According to the product you bought you will have the possibility to choose the CMS you want us to use.

You acknowledge that the Content Management System used and many of its extensions are provided by third parties, and therefore:

- we have limited control over the functionality or operation of the Content Management System and any third party extensions;
- Low Cost Web Agency Pvt. Ltd. is not affiliated with or endorsed by any CMS or Open Source Matters; and
- Each extension usually has it's license or Terms and Conditions as a link or text inside the control for that extension in each clients website administration interface.

2.16 Search Engines Optimization

All website designed by us are search engine friendly. However we do not guarantee any specific position in search engine results for your website. We perform search engine optimization according to current best practice. If you need advanced SEO optimization and strategy, please check our related SEO products.

2.17 Post-Placement Alterations

Low Cost Web Agency cannot accept responsibility for any alterations caused by a third party or by you occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.



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2.18 Cross Browser Compatibility

By using current versions of well supported content management systems and having always the last update of your premium theme running , we endeavor 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.

2.19 External Premium Plugins, Modules, Add-on, Component, Scripts, SaaS, Cloud services, External Services, Paid API

Upon your request, we may provide to you External Premium Plugins and services as part of our services.

You acknowledge that External Premium Plugins and services are provided by third parties, and therefore:

- we have limited control over the functionality or operation of the External Premium Plugins and services;
- if the third parties provide data or other information for use with the External Premium Plugins and services, we have no control over the accuracy or completeness of that information;
- you accept and must comply with the terms and conditions of those third parties relating to the External Premium Plugins and services;
- those third parties may invoice you directly for ongoing costs relating to your use of the External Premium Plugins and services.

The fees for updates and upgrades for the External Premium Plugins and services may change from time to time. The new fees will apply from our notification date to you.

3. Visual and Print Design Services

Our design services may include:

- delivery to you of the Premium template/design chosen on [Envato](#)
- delivery to you of a unique proof of concept for custom design (i.e logos)
- up to two sets of alterations to these premium template or unique proof of design concept. Upon each alteration, we will supply an updated version of design concept to you.

If you request further alterations, or the addition of new information, after the second updated version, resulting in any further updated versions of the design concept being supplied, the additional work will be charged as additional costs at our then current hourly rates.



The alterations referred to in paragraph above do not include a change to the Specifications. If there are any changes to the Specifications after the template license was bought, a new order of the product will be necessary to change the template to a new one.

While Low Cost Web Agency Design takes all care to avoid errors, Low Cost Web Agency accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. It is the "Client" responsibility to proof read and approve all final copy before the production of artwork.

With all printing there may be some colour variations from what you have seen on screen to what the final product looks like and previous orders. This is due to the nature of CMYK printing and bulk-run printing system.

Low Cost Web Agency is not responsible of the quality of the print output of the design made. You must ensure with your printer that the element of the design we made are compliant with its printing systems and Print materials.

All the products in the print category are only design related. We produce the ready-to-print files and the source files if you pick this option. We customize with your text and pictures the premium template selected.

The printer of your choice will use those files.

However if you have important printing needs with regulars orders and a budget for each order above 500\$, we will give you access to exceptional printing cost and quality. We will take care of the delivery of your printing products to your door wherever you are located. If you are interested by printed products, please [contact us to get a custom quote.](#)

3.1 Images, photos an documents edition

Low Cost Web Agency does not accept photos, images or documents replacement after your purchase is completed. If you sent us wrong photo(s), image(s) or document(s) and you have made your payment for your order, you are not allowed to ask us to edit another photo(s), image(s) or document(s) for free as replacement. You agree that you are responsible for the consequences of sending us a wrong photo, image or document.

3.1.2 Images Background and Default removal products

To proceed with your purchase you will be asked to estimate the level of difficulty involved from your photos. You have 3 option. Easy, Medium or Difficult. We provide in the product description examples of what we understand as Easy, Medium and Difficult.

Easy retouching standard is mainly for model tests, wedding pictures, travel photos. it's related to skin and body retouching, liquify, minor background clean up, advanced color and light work, perspective correction, enhancing eyes, lips, teeth and other details.

Medium retouching standard suits portraits and closeups, magazine covers, fashion, commercial photography, beauty images, lookbooks and campaigns.

Difficult retouching standard is required for an image that requires advanced skin and texture retouching, advanced background work or background cleaning, color changes and body parts swapping, hair retouching, high end hair retouching, or images with problematic skin and images with 3 and/or more people in a photo who require their skin to be retouched.

In case of any doubt, please contact us before buying.

4. Marketing Services

To perform our Marketing Services we often mixed Added value made by our own staff with third parties services.



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Low Cost Web Agency Private Limited offers internet marketing services that include, but not limited to: Search engine Marketing, Social Media Marketing with the management of Google Adwords®, Facebook and other Social Media advertising, Link Building, Audit & Analytics, Content Marketing and Email Marketing

To perform our services, we may include the provision of some or all of the following Services:

- modification of the Website (including adding, deleting and/or altering text, images, pages, meta-tags, titles, mark-ups, style sheets, scripts, internal and external links and Website structure);
- paid and unpaid submission of the Website to search engines and directories;
- the arrangement of internet advertising including pay-per-click advertising, pay-per-view advertising, banner advertising, and other forms of paid internet advertising;
- the creation and publication of material relating to the Website on other websites;
- drafting and issuing electronic press releases;
- link building;
- the implementation and/or utilization of affiliate marketing plans;
- the management and operation of an email marketing plan;
- Research keywords and phrases to select appropriate, relevant search terms.
- Submit Customer's pages to search engines and directories as set forth in this Agreement.
- Create positioning reports showing rankings in the major search engines and under which keywords.
- other website and Brand promotion techniques whether known at the date of your order or discovered or disseminated thereafter.

4.1 Content Edition & Proofreading Articles

4.1.1 Errors and Literals

While Low Cost Web Agency shall try to ensure that copy is free of spelling mistakes and other literals, you accept that early drafts may contain such errors. Low Cost Web Agency shall do everything reasonably possible to ensure that these are removed before presenting the final draft to you. Notwithstanding this, you accept that responsibility for errors and literals rests with you and agree to indemnify Low Cost Web Agency against any costs incurred as a result of such errors appearing in the final published form of any material in which you use the work Low Cost Web Agency have done, whether or not the errors appeared in any draft supplied by Low Cost Web Agency.

4.2 Social & Search Engine Marketing Services

4.2.1 Google Adwords

Low Cost Web Agency shall provide Client a management service of a Google AdWords® account.

Client expressly permits Low Cost Web Agency to create a Google AdWords™ account on their behalf. Client acknowledges that Google AdWords™ are subject to Google's Terms and Conditions. Client's account will be deemed active once Google™ approves it for online advertising. Low Cost Web Agency is not liable if Client's account is rejected.



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Low Cost Web Agency acknowledges that customer owns the Google AdWords™ Account developed by Low Cost Web Agency. Upon expiration of the term of this agreement Customer may retain the account and all its configuration.

Low Cost Web Agency will send a draft to Customer once work is complete. Customer agrees to review and approve said draft within three (3) business days. Low Cost Web Agency is not liable for errors or omissions once the ads are deployed.

4.2.2 Facebook, LinkedIn and others Social Medias Advertising

Low Cost Web Agency agrees to promote Client's company on Facebook, LinkedIn and/or Social Media sites through targeted advertising campaigns.

Client agrees to provide Low Cost Web Agency with information (ad banners and web site links) within 6 working days after the purchasing date and further agrees that they will comply with any technical specifications provided to the customer by Low Cost Web Agency. Drafts will be sent to Client for approval before being submitted to the relevant site.

Client agrees that any images to be used in advertisements will be supplied to Low Cost Web Agency. Client acknowledges that if images are not provided, additional design fees may be payable. Low Cost Web Agency will include these additional fees on the invoice.

Client acknowledges that Facebook and other social media sites reserve the right to refuse adverts at any time for any reason, whether or not the same has already been acknowledged and/or previously published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement. Low Cost Web Agency will make every effort to create a substitute advertisement. If the advertisement is rejected due to content, Low Cost Web Agency shall require Client to supply new copy acceptable to aforementioned sites. Low Cost Web Agency cannot be held liable for rejection of ads by third party websites. Client acknowledges that if an advertisement previously accepted and displayed on a social media site is then subsequently removed by said site, prior to the end of the marketing campaign, that Low Cost Web Agency is not liable for this decision and no refund will be payable.

4.3 SEO Services

For the purposes of receiving professional SEO services, Client agrees to provide the following:

- Administrative/backend access to the website for analysis of content and structure.
- Permission to make changes for the purpose of optimization, and to communicate directly with any third parties.
- Unlimited access to existing website traffic statistics for analysis and tracking purposes.
- Access to a client email address (@domain or gmail) for the purposes of requesting links. We may create a dedicated @domain address or gmail for the marketing campaign purposes.
- Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by Low cost Web Agency for search engine optimization purposes.
- If Client's site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. Client could also buy our content writing services.



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Client must acknowledge the following with respect to SEO services:

- All fees are non-refundable.
- All fees, services, documents, recommendations, and reports are confidential.
- Low Cost Web Agency has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, Low Cost Web Agency does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.
- Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Low Cost Web Agency will not take any responsibility for such events.
- Some search directories offer expedited listing services for a fee. If the Client wishes to engage in said expedited listing services (e.g., paid directories), the Client is responsible for all paid for inclusion or expedited service fees. Low Cost Web Agency can offer a list of expedited listing services upon request.
- Linking to "bad neighborhoods" or getting links from "link farms" can seriously damage all SEO efforts. Low Cost Web Agency does not assume liability for the Client's choice to link to or obtain a link from any particular website without prior consultation.

Low Cost Web Agency is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.

The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Low Cost Web Agency for inclusion on the website above are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Low Cost Web Agency and its subcontractors from any liability or suit arising from the use of such elements.

Low Cost Web Agency is not responsible for the Client overwriting SEO work to the Client's site. (e.g., Client/webmaster uploading over work already provided/optimized). The Client will be charged an additional fee for re-constructing content, based on our hourly rate. Notwithstanding any other provision of this Agreement, Low Cost Web Agency's obligation to provide SEO services shall cease in the event the Client's conduct overwrites the SEO services provided. For example, if the client's webmaster uploads content without consulting Low Cost Web Agency, then Low Cost Web Agency's obligation to provide SEO services shall terminate.

NOTE: YOUR SIGNATURE ON A PRINTED COPY OF THIS TERMS AND CONDITIONS IS NOT REQUIRED. YOUR USE OF OUR SERVICES SHALL CONSTITUTE A VIRTUAL SIGNATURE, HAVING THE SAME FORCE AND EFFECT AS IF YOU HAD ACTUALLY SIGNED A PRINTED COPY OF THIS TERMS AND CONDITIONS.

This terms & conditions must be amended and modified without prior notice or any special advertisements. You must refer to <https://www.lowcostwebagency.com/LCWA-Terms-Conditions.pdf> for the last applicable version.



Low Cost Web Agency Private Limited is an Indian Company incorporated under the Companies Act, 1956
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