

1. This is a legal and binding contract between Info Matrix Technologies Pvt. Ltd. referred to as IMT and an individual or any organization who is proposed to use IMT's services referred to as a Client, Where IMT is a company registered under Indian company Act. 1956, engaged for the specific purpose of developing or improving software and websites.
2. The Client hereby authorized IMT to access the FTP account for his website and authorize the web hosting service provide IMT with "write permission" for the Client's web page directory and any other directories or programs which need to be accessed for this project, The Client also authorizes IMT to publicize their completed web site to Web search engines, as well as other Web directories and indexes.
3. All quotations are valid for 7 days from date of issue, In case the client subscribes after this period, a fresh quotation, will be raised. Any other services on the order which have not been included in this form do not form apart of the contract. A copy of this form is given to the clients for their records. Additional work requested by the Client which is not specified in this form is subject to additional charges by the IMT on receipt of specification. If the work is needed as part of an existing project then this may the effect time scale and overall delivery time of the project. Client agrees to provide any needed information and content required by IMT in good time to enable IMT to complete a design or web site work as part of an agreed project. At project acceptance IMT can provide an estimated completion date, however we cannot guarantee this date as a final completion date.
4. The Client hereby agrees to indemnify and hold harmless IMT from any claim resulting form the Client's registration of a domain name. Along with the Terms & Conditions mentioned here the client must also accept the Terms & Conditions mentioned subscribing for domain, hosting & web services from IMT as stated in <http://infomatrix.co/termsaconditons.html>.
5. Contents for web site must be supplied by the Client in a .doc format and photographs in .gif .jpg .ping formats via email attachment or in CD/DVD through courier. Typesetting charges will apply in case the content is provided in hard copy format.
6. Any designing changes, updates etc, the same shall be made through email or phone. The Client understand that this agreement does not provision for the physical movement of IMT 's employees to him for understanding, changing, updating his website work.
7. This agreement contemplate scanning up to 10 images for the Client. It is contemplated that this will accommodate the needs of most Clients. If an extensive or large format images scanning service is anticipated, then a separate pricing will apply. This agreement contemplates up to an average of 5 external or relative links per page and an e-mail, response link on each web page to any e-mail address specified by Client. This agreement also contemplates making .any link the Client desires "pop up" in a new window if requested at the specific dimensions and configuration specified by the Author.
8. The Site will be subject to a one-time blast submission to at least 3 of the, major Web search engines, such as Google, Yahoo, and MSN etc.

9. The agreement contemplates the creation of a web site viewable by both Netscape and Microsoft Internet explorer. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. Client is also aware that as new browser versions of Internet Explorer and Netscape are developed the new browser versions may not be compatible. In the absence of a Maintenance Agreement time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.

10. The content-of the web pages will be supplied by the Client and executed as specified by the Client. The costing of the website is as per the work carried out by IMT on Client's directions and not the outcome of the whole work. If the Client directs IMT to develop further pages or anything for this website and then direction remove them, then the Client shall be liable for the whole work, earned out. Graphics or photos beyond the allowed average of 1.3 per web page shall be filled at and additional charge.

11. Online stores only the text and graphics ,content of the web pages will be supplied by the Client and executed as specified by the client. It is understood that total prices calculated are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages etc in the final store, notwithstanding any prices listed in literature or on web pages. The Client and IMT agree that the services described above in this section shall be completed for the amount indicated in this form and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed. We include e-mail/phone consultation of up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping Clients, learn to use the store software. Additional education and consultation is at our hourly rate. The Client will need a Merchant Account to enable the ability to accept credit cards online. Any charges necessary to secure the Merchant Account are chargeable to the Client.

12. Payment for domain, hosting, web designing and maintenance services are to be made in advance at the time of subscribing the service which is non-refundable.

13. Out station cheques are not applicable. In case of cheque bounce, the full payment fee is to be submitted in cash with the cheque bounce charges of Rs 250/-.

14. Client agrees to reimburse IMT for any critical Client requested expenses necessary for the completion of the project such as Purchase of specific fonts, specific photography specific software etc. at the Client's request.

15. IMT understands, that Clients may request' significant design changes to pages that have already built to the Client's specification. To that end, the agreement does not include a provision for significant page modification of creation of additional pages in excess of our agreed page maximum. If significant page modification is requested after a page has been built to the client's specification, we must count it as an additional page. The significant page modification includes but is not limited to Developing a new table or layer structure to accommodate a substantial redesign, recreating or significantly modifying the company logo

graphic, replacing more than 75% of the text to any given page. Creating a new navigation structure or changing the link graphics, significantly reconfiguring the shopping cart with new product, shipping or discount calculation etc. on client's request.

16. Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved design of each page are encouraged to opt for a plan which exceeds the page maximum. If significant page modification is requested by the Client after the page maximum has been reached a Change Request with estimated costs will be submitted for Client approval prior to changes being done. Moderate changes, however will always be covered during development of the site and also covered by one month of free maintenance.

17. IMT is not responsible for any damage created by the Client or agent of the Client. Any repairs required will be assessed at an extra charge.

18. IMT will optimize the Clients web site with appropriate titles, keywords, descriptions and text find thereafter submit the Client's web site to each of the major search engines and directories.

19. . IMT will submit a First Mockup Draft of Web site no later than twenty (20) days after IMT receives signed agreement, along with the payment and initial direction from the Client. The Client is to provide IMT with all the data needed to complete the web site, including text, company logo, and photos upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design and faxing to IMT. Once this acceptance is received from the Client, the work necessary to complete the project will Continue. If the client does not supply IMT with complete text and graphics content of all web pages contracted for, within six weeks of the date of subscription, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after subscribing, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is published.

20. Upon completion of the web site, an e-mail or letter will be sent to the Client advising the Client that the work has been completed. Client will supply written approval. After contract has been paid in full, site will then be uploaded to Client's hosting company. IMT is not liable to provide any source code or any CD or tutorial after completion of the project.

21. This agreement includes minor web page maintenance to regular web pages (not store product pages) over a one-month period, including, updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. Changes requested by the Client beyond those limits will be billed additionally. This rate shall also apply toward additional work authorized beyond the maximums specified above for such services as: general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an on the store, and art, photo graphics services, and helping Clients learn how to use their own web page editor. CGI programming charges (if any) are not included in this rate.

22. The Monthly "Flat Rate" Maintenance Contract, payable each month, allowing up to 2 hours

of changes per month, including new pages and store product changes. The "Flat Rate" Agreement is payable each month, whether the time is used or not. Changes requested which go beyond the 2 hour limit, are chargeable additionally where as the "As Needed" Maintenance Contract is a monthly chargeable agreement, higher than the "Flat Rate", but offering cost saving on sites with little to no changes. Charges incur when Client requests a change - 1 hour minimum charge.

23. The Client represents to IMT and unconditionally guarantees that any elements of text, graphics, photos, designs, trade marks, or other artwork furnished to IMT for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements and will hold harmless, protect, and defend IMT and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

24. IMT reserves the right to assign certain subcontractors to this project to ensure the right fit for the job as well as on-time completion.

25. Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract..

26. Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting, Service, the Host Server or IMT Abusive and unethical materials and uses include, but are not limited to, pornography obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy, Client hereby agrees to indemnify and hold harmless IMT from any claim resulting from the Client's publication of material or use of those materials. It also understood that IMT will not publish information over the Internet which may be used by another party to harm another. IMT will also not develop a pornography web site for the Client. IMT reserves the right to determine what is and is not pornography.

27. Client also agrees to defend, indemnify and hold harmless IMT against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

28. IMT shall transfer, assign and make available to Client all property and materials in IMT's possession or subject to IMT's control that are the property of Client, subject to payment in full by the client of amounts due pursuant to this Agreement.

29. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend IMT and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of internet electronic commerce.

30. Copyright to the finished assembled work of web pages and graphics produced by IMT shall be vested with the Client upon final payment for the project. This ownership is to include,

design, photos, graphics, source code, work-up files, text, and-any program(s) specifically designed or purchased on behalf of the Client for completion of this project. Rights to photos, graphics, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. IMT and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

31. Advertising the pages to Web Search Engines and updating occur only after the final payment is made. All payments will be made in INR.

32. Prices are subject to change without notice.

33. Once an invoice is sent to the Client it must either be paid either by cheque made payable to "Infomatrix Technologies" or postal order and sent with proof of posting to the IMT's main postal address, or paid online via Pay pal secure online payment using a major credit card. IMT reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by authorized IMT representative regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in noida and any dispute will be litigated or arbitrated in noida.

34. This agreement constitutes the entire understanding of the IMT and Client. This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. Any changes or modification there to must be in writing and signed by both parties.

35. IMT has all rights reserved and liable to change any thing into above terms and conditions any time without any prior notice to anybody