

Terms of Service - WebArt Technology

Last Updated: 2nd March 2025

Welcome to WebArt Technology Pvt. Ltd. (“Company,” “we,” “our,” or “us”). These Terms of Service (“Terms”) govern your access to and use of our website <https://webart.technology>, digital platforms, IT services, software, mobile applications, and all digital solutions provided by WebArt Technology Pvt. Ltd. (collectively referred to as the “Platform” or “Services”).

By accessing or using our Platform, you (“User,” “you,” or “your”) agree to be bound by these Terms. If you do not agree, please refrain from using our Services.

1. ELIGIBILITY

1.1 You must be at least 18 years old to access or use our Platform.

1.2 By using our Services, you represent that you meet the eligibility requirements under applicable law.

2. ACCEPTANCE OF TERMS

2.1 These Terms constitute a legally binding agreement between you and WebArt Technology Pvt. Ltd.

2.2 Your continued use of our Platform signifies your acknowledgment and acceptance of these Terms, along with our Privacy Policy, which forms an integral part of this agreement.

3. SERVICES PROVIDED

We provide a variety of technology and digital services, including but not limited to:

- Website development
- Mobile application development
- UI/UX design
- E-commerce development
- Custom software development
- Cloud-based solutions & integrations
- Graphic and multimedia design
- Digital marketing (SEO, PPC, SMM, branding)
- Maintenance, support, and consulting services

The scope of each project is governed by a mutually agreed proposal, contract, or service-level agreement (SLA).

4. USER RESPONSIBILITIES

By using our Platform, you agree to:

4.1 Provide accurate and complete information during any inquiry, onboarding, or communication process.

4.2 Use the Platform and Services only for lawful purposes.

4.3 Not engage in activities that disrupt or compromise the security, integrity, or functionality of our Services.

4.4 Maintain confidentiality of any login credentials and notify us immediately of unauthorized access.

5. PROJECT TERMS, DELIVERABLES & APPROVALS

5.1 All project deliverables—including designs, code, documents, graphics, and technical assets—are developed based on project requirements mutually agreed upon.

5.2 Any revisions beyond the discussed and documented scope may incur additional charges.

5.3 Timelines may vary due to dependencies on client inputs, third-party resources, or technical considerations.

5.4 Final approvals must be made in writing (email, ticket, or documented platform communication).

5.5 Once a deliverable is approved, any further changes will be considered new tasks.

6. PAYMENT TERMS

6.1 All payments must be made as per the agreed quotation, invoice, or project contract.

6.2 Typically, payments follow a milestone or percentage-based structure (e.g., 50% advance, 30% mid-stage, 20% final).

6.3 Delayed payments may result in project pauses, restricted access, or late fees.

6.4 Taxes (GST or applicable regional taxes) will be charged as per Indian law.

6.5 No refunds will be provided for work already completed or resources already allocated.

7. INTELLECTUAL PROPERTY

7.1 All custom code, designs, graphics, and digital assets created by us remain the intellectual property of WebArt Technology Pvt. Ltd. until full project payment is received.

7.2 Upon final payment, ownership of final deliverables is transferred to the client, unless stated otherwise.

7.3 We retain the right to display completed projects in our portfolio, case studies, social media, and marketing materials unless explicitly restricted through a written agreement.

7.4 Third-party resources (plugins, libraries, themes, APIs, SDKs) remain subject to their respective licenses.

8. THIRD-PARTY SERVICES & INTEGRATIONS

8.1 Our Services may involve integration with third-party APIs, hosting, cloud services, plugins, or payment gateways.

8.2 We are not responsible for:

- Downtime
- Data loss
- Security issues
- API disruptions
caused by third-party platforms.

8.3 Third-party terms and policies apply independently to such integrations.

9. DATA PROTECTION & PRIVACY

9.1 Your use of our Platform is also governed by our Privacy Policy, compliant with the IT Act, SPDI Rules, and the DPDP Act, 2023.

9.2 We collect, store, and process your data responsibly for project execution, communication, analytics, and lawful purposes.

9.3 By using our Services, you consent to our data practices described in the Privacy Policy.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

10.1 WebArt Technology Pvt. Ltd. will not be liable for:

- Loss of data
- Loss of business or revenue
- Downtime or delays
- Third-party failures
- Security breaches due to external factors
- Indirect, incidental, or consequential damages

10.2 Our total liability for any claim shall not exceed the amount paid by the client for the specific project or service.

11. SERVICE INTERRUPTIONS & MAINTENANCE

11.1 We may perform scheduled or emergency maintenance that may temporarily affect availability.

11.2 We are not responsible for downtime caused by hosting providers, server-side issues, or third-party service outages.

12. PROHIBITED ACTIVITIES

Users agree NOT to:

- Hack, exploit, or attempt unauthorized access
- Upload malware, harmful scripts, or malicious code
- Violate intellectual property laws
- Spam, misuse forms, or disrupt service
- Engage in fraudulent or unlawful behavior

Violations may lead to immediate suspension or legal action.

13. TERMINATION OF SERVICES

We may suspend or terminate service if:

- Payments are overdue
- Terms are violated
- Illegal or harmful activities are detected
- A project is abandoned for 30+ days without client communication

Upon termination, outstanding dues must be cleared before delivery of any pending work.

14. WARRANTY DISCLAIMER

All services are provided “as is” and “as available.”

We do not guarantee:

- Uninterrupted service
- Error-free code
- Permanent 100% uptime
- Compatibility with outdated browsers or systems

However, we strive to follow best industry practices in all deliverables.

15. GOVERNING LAW & DISPUTE RESOLUTION

15.1 These Terms shall be governed by the laws of India.

15.2 Any disputes shall fall under the exclusive jurisdiction of courts in Kolkata, West Bengal.

15.3 We encourage amicable resolution before initiating legal proceedings.

16. MODIFICATIONS TO TERMS

We may update or revise these Terms from time to time.

Updates will be posted on our website, and the “Last Updated” date will be indicated.

Continued use of our Services after modifications implies acceptance.

17. CONTACT INFORMATION

If you have questions regarding these Terms, please contact us:

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