

# TERMS AND CONDITIONS

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## GLOSSARY:

**Terms and Conditions:** All guiding rules intact with the usage of the Website, and its content

**Hetz Web Solutions or We or our or us, party (parties):** Hetz Web Solutions

**All mentioned websites:** The portal or the Website You, Your or User: Visitor or customer (individually/representing a company), party (parties)

**Content:** All intellectual materials, downloadable products and/or services

**Services:** All software and website related projects – whether through the phone line or email or as a part of the development program, are considered as Services.

**Agreement:** These terms and conditions along with other guidelines linked with the development program and the Privacy Policy of the Website read the entire agreement between you and Hetz Web Solutions.

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### **Third-party Links**

The Website incorporates links of third-party websites wherever required, however, that is solely for the information purpose, and we don't have any legal affiliation or control on products or information available on those. Thereof, under no circumstances Hetz Web Solutions can be held responsible for the content or material of any linked sites or any link contained in a linked site, or any changes or updates to such sites.

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### **Termination**

HETZ WEB SOLUTIONS RESERVES THE RIGHT TO CEASE PROVIDING THE SERVICES FOR ANY REASON AT ANY TIME AND INSTEAD, AS YOU'RE SOLE AND EXCLUSIVE REMEDY, REFUND THE FEES PAID FOR THE APPLICABLE SERVICES FOR THE TIME PERIOD, IF ANY, AFTER TERMINATION OF THE SERVICES. IF YOU BREACH THE TERMS NO REFUND WILL BE PROVIDED. OTHER THAN PROVIDING A REFUND WHEN WE

TERMINATE FOR OUR CONVENIENCE, HETZ WEB SOLUTIONS WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR TERMINATION OF THE SERVICES FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT UPON TERMINATION HETZ WEB SOLUTIONS MAY IMMEDIATELY DEACTIVATE OR DELETE YOUR USER ACCOUNT AND ALL RELATED INFORMATION AND FILES IN YOUR USER ACCOUNT AND/OR BAR ANY FURTHER ACCESS TO THE SERVICES.

## PARTNERSHIP DEFINITION

Words like partnership and partner are expressly to display relationships involving common activities and interests, and those words may not indicate precise legal relationships.

## USER RESPONSIBILITY

*To obtain effectual result from our services, you agree that you will:*

### **1. Cooperate with our Developers and designers by:**

- (a) Sharing the personal information that confirm your identity,
- (b) Sharing system configuration, symptoms, error messages, etc.
- (c) Following the instructions offered by developers as part of system design phase, and
- (d) If required, download and execute software program or tool on system after accepting the imposed software agreement or End-user- license agreement.

### **2. Have Software/Data Back up:**

You understand and agree that under no circumstance Hetz Web Solutions shall be liable for any lost or corrupted software or data. You are solely responsible for maintaining and backing up all information, data, text or other materials (collectively "customer data") and software stored on your device and storage media before ordering the services. You acknowledge and agree that hetzwebsolutions.com or its referral partners have no responsibility or liability under any circumstance at any time for any loss or corruption of customer data, software or hardware that may arise out of the services.

**3. You also endorse that the below conditions are true:**

(a) The background causes for any concern or issues are reproducible on a single system, i.e., one central processing unit with its workstations and other peripherals;

(b) You must have knowledge regarding the hardware system, any software involved, and in the facts and circumstances surrounding the incident;

(c) The full system, including software and hardware, is available to you and accessible by you without limit during any telephone discussions with our developers.

**4. Maintain the confidentiality of your credit card while making payment as mentioned under the Privacy Policy.**

At any point or in any case or for whatever reason if You don't agree with those, You are advised to quit using the Website and content mentioned thereof. Hetz Web Solutions at its sole discretion, without any notice can change the services, prices mentioned in this site at any time. Thereby you should keep yourself updated with this information. For any infringement of the Website's terms and conditions, Hetz Web Solutions holds the right to seek all remedies available by law and in equity.

## **PAYMENT TERMS**

You must read, agree and accept with the terms and conditions of your development program ahead of ordering the services. Once done, you have made up your mind; you have to transact the prescribed payment for the development service in advance. The payment will be received by Hetz Web Solutions through a secured payment gateway. Hetz Web Solutions doesn't bear any obligation to render its development services in case of non-payment.

## **CREDIT/DEBIT CARD BILLING**

We entertain Credit and Debit card payment from almost all big and small banks or issuers. In the process, you might be required to provide the credit card details to the approved payment gateways. You shall not use the credit card which is not lawfully owned by you. Hetz Web Solutions will not be liable for any penalty or charges levied by your bank or issuer for any reasons, including non-sufficient funds. In case, you have mistakenly input a debit card number, in lieu of a credit card number, then all charges will be applied to such debit card unless and until you provide a credit card number. In the event, You opt for automatic clearance system or payment or electronic fund transfer to renew or upgrade the development service program, You approve that all mentioned amount herein may be charged, at Hetz Web Solutions discretion to the account number provided for such automatic payment.

In the process you may have to fill in information – user name, credit card number, expiration date and billing address. We maintain a high degree of confidentiality and integrity in our practice as per the Privacy Policy, even though you are strictly restricted from sharing any transaction password with our developers. For any misuse of such information pertaining to your card, you are solemnly responsible for. Hetz Web Solutions expressly disclaims from any related lost incurred or liabilities thereof.

## **REFUND POLICY**

If you're unhappy with any of your purchase at [www.hetzwebsolutions.com](http://www.hetzwebsolutions.com), you can request a refund within 30 Days from purchase. However, you must have a valid reason for the refund wanted in agreement to our conditions and condition as stated on our website. All amounts owed by the client to Hetz Web Solutions for Services rendered prior to the confirmed cancellation particular date must be paid completely. There will be no prorating for partial months throughout the Agreement. Due to account security and privacy concerns, all billing related questions and cancellation requests MUST be made in writing or via email. Cancellation requests is only going to be processed if created by the original authorizing party and if received in writing. There will be no refund of any monies for any cancellation demands made after the cooling off period of 30 days from the date of order. For security and training purposes, all calls inbound and outbound through Hetz Web Solutions Customer Support Care are digitally recorded and the recordings form a part of the verbal deal between Hetz Web Solutions and the client.

## **PRIVACY POLICY**

Hetz Web Solutions understands well your concern regarding privacy, and is committed to safeguard information – personal information, payment information and computer system information – shared through email, phone against any kind of misuse. However, to let you aware about the type of information we collect about you, how it is used and the safeguards we use to protect it, we have a standard Privacy Policy, which is an integral part of these Terms and Conditions. You are requested to go through the Privacy Policy page to know in detail thereof.

## INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HETZ WEB SOLUTIONS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN ANY WAY ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES OR YOUR VIOLATION OF THE TERMS.

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## GENERAL INFORMATION

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