

## Terms and Conditions of Use of Brandingheight.com

### 1 Acceptance The Use Of Branding Height Terms and Conditions

Your access to and use of Branding Height is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

### 2 Advice

The content of Branding Height website do not constitute advice and should not be relied upon in making or refraining from making any decision.

### 3 Change of Use

Branding Height reserves the right to:

3.1 change or remove (temporarily or permanently) the Website or any part of it without prior notice and you confirm that Branding Height shall not be liable to you for any such change or removal and

3.2 change these Terms and Conditions at any time and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

### 4 Links to Third Party Websites

Branding Height Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

### 5 Credit/Debit Card Details

Credit/Debit Card details may be required for secured online transactions by third party payment gateway. However, Branding Height will never ask for Credit/Debit Card details and request that you do not enter it on any of the forms on Brandingheight.com.

### 6 Copyright

6.1 All copyright, trade marks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Branding Height or otherwise used by

Branding Height as permitted by law.

6.2 In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

6.3 You agree to take responsibility of copyright content and royalty charges of any material used on your website.

## 7 Payment and Re-fund

7.1 There is no refund of advance payment on cancellation of the project. The final payment to be received only after the completion (design, development and content pupation) of the website on the test link.

7.2 You agree to pay an extra charge for additional or/and Re-work of your project, basis the difference in work mentioned in the proposal that was agreed by both the parties.

7.3 All payments to be made on behalf of Branding Height

7.4 All payments to be cleared within 20 Days of the Invoice date.

7.5 Interest at 18% shall be charged if invoice not cleared within the due date.

7.6 Work Rejection- No Refund. If you didn't like the work like the design or creative, we are willing to rework on it. Since design is a very subjective thing and opinion can vary from person to person we will not be able to do any refund for it.

7.7 For SEO services 3 months payment is mandatory for satisfactory work .Below 3 months we cannot give you any guarantee for any ranking .

7.8 For website development we can suggest individual Hosting Service & S.S.L certificate on the time of live process of your website .It's depend on website size, Nature of Business ,Promotional cateria .You may have to pay extra for the same .

7.9 If you have paid some advance payment according to mutual understanding for your work & company has completed the Project (Website design work on demo link ) then you have to pay rest amount on hosting time . If you will deny it on that time or if you are not interested on that time to complete your work ,you have to pay balance amount .If you don't do it company can take any legal action against you .

7.10 We are not liable for your business loss due to any design problem or project delay, So you cannot take any action against us .

7.11 We will not share any Hosting or FTP, until it is individual hosting.

7.12 We will not share any backup of your work ,until it is not in contract Or you have paid for the same .

## 8 Transfer of Rights

The website is made live and rights transferred only on receiving the final payment. The final payment is made after the test link is approved by client.

## 9 Disclaimers and Limitation of Liability

9.1 The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

9.2 To the extent permitted by law, Branding Height will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

9.3 Branding Height makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

9.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Branding Height for death or personal injury as a result of the negligence of Branding Height or that of its employees or agents.

## 10 Indemnities

You agree to indemnify and hold Branding Height and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Branding Height arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

## 11 Severances

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## 12 Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of India and you hereby submit to the exclusive jurisdiction of the Indian courts. All disputes are subject to Delhi Jurisdiction only.

### **Policy Updates**

Branding Height reserves all the rights to change the cancellation and refund policy at any time without any prior notice. The updated policy will be updated immediately on this page.