

TERMS AND CONDITIONS:

Effective Date: 11 May 2026

These Terms and Conditions (“Terms”) constitute a legally binding agreement between BuzBreach (“Company,” “we,” “our,” or “us”) and any individual, business, organization, or entity (“Client,” “User,” or “you”) accessing our website, purchasing our services, or engaging with the Company in any manner.

By accessing our website, requesting services, making payments, signing quotations or proposals, or otherwise engaging with the Company, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.

1. COMPANY INFORMATION

1.1 Business Details

BuzBreach is a digital technology and software solutions company offering professional services in website development, software development, branding, digital marketing, automation, and related technology solutions.

1.2 Contact Information

BuzBreach

Hyderabad, Telangana, India

Email: buzbreach@gmail.com

Website: www.buzbreach.in

1.3 Eligibility

By using our services, you confirm that:

- You are at least 18 years of age or legally authorized to enter into agreements.
- You possess the legal authority to bind yourself or the organization you represent.
- All information provided to the Company is accurate and complete.

2. DEFINITIONS

For the purpose of these Terms:

- “Services” refers to all products, deliverables, consultations, development work, marketing activities, maintenance, support, or digital solutions provided by the Company.
- “Deliverables” refers to websites, applications, graphics, software, documents, reports, or any completed work product delivered to the Client.
- “Third-Party Services” refers to external platforms, software, APIs, hosting providers, plugins, payment gateways, or tools not directly owned by the Company.
- “Project” refers to any work engagement agreed between the Company and the Client.

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3. SCOPE OF SERVICES

3.1 Services Offered

The Company may provide services including, but not limited to:

- Website Design & Development
- Custom Software Development
- E-Commerce Solutions
- Mobile Application Development
- Search Engine Optimization (SEO)
- Social Media Marketing
- Branding & Graphic Design
- UI/UX Design
- Hosting & Deployment Assistance
- Website Maintenance & Technical Support
- Automation & AI-Based Solutions
- Cloud & API Integration Services

3.2 Service Agreements

All services shall be governed by:

- Approved quotations
- Proposals
- Invoices
- Contracts
- Email confirmations
- Written communications

3.3 Change Requests

Any work requested beyond the approved project scope may require:

- Additional charges
- Revised timelines
- Updated agreements

The Company reserves the right to reject or re-evaluate out-of-scope requests.

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4. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide accurate information and project requirements.
- Deliver content, approvals, assets, credentials, and feedback in a timely manner.
- Ensure all supplied materials comply with applicable laws and intellectual property rights.
- Maintain backups of important files unless otherwise agreed in writing.
- Cooperate reasonably throughout the project lifecycle.

The Company shall not be responsible for delays caused by incomplete information, delayed approvals, or lack of communication from the Client.

5. PAYMENTS AND BILLING

5.1 Fees and Pricing

All pricing shall be communicated through official quotations, invoices, or proposals issued by the Company.

5.2 Advance Payments

Projects may require a non-refundable advance payment before work commences.

5.3 Payment Obligations

The Client agrees to pay all invoices within the specified due dates.

Failure to make timely payments may result in:

- Suspension of services
- Delayed delivery
- Restricted access
- Termination of the project

5.4 Ownership Transfer Restriction

The Company reserves the right to withhold:

- Source code
- Website access
- Admin credentials
- Final deliverables
- Deployments
- Ownership transfers

until all outstanding dues are fully cleared.

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5.5 Taxes

Applicable taxes, including GST or other government-imposed charges, shall be borne by the Client where legally required.

6. REFUND AND CANCELLATION POLICY

6.1 Non-Refundable Payments

Advance payments and milestone payments are non-refundable once work has commenced.

6.2 Cancellation by Client

If the Client cancels a project after work has started:

- Charges for completed work shall remain payable.
- The Company may invoice for work completed up to the cancellation date.

6.3 Refund Eligibility

Refunds, if approved, shall be determined solely at the Company's discretion based on:

- Work completed
- Resource allocation
- Project stage
- Third-party expenses incurred

6.4 Non-Refundable Items

Refunds shall not apply to:

- Completed work
- Approved deliverables
- Hosting services
- Domain registrations
- Third-party subscriptions
- Software licenses
- API fees
- Marketing expenses

6.5 Abandoned Projects

Projects inactive for more than thirty (30) consecutive days due to Client non-responsiveness may be classified as abandoned.

The Company reserves the right to:

- Archive project files

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- Close the project
- Apply reactivation fees
- Revise timelines upon resumption

7. PROJECT TIMELINES AND DELIVERY

7.1 Estimated Timelines

Project timelines are estimates only and may vary depending on:

- Project complexity
- Revision requests
- Client responsiveness
- Third-party dependencies

7.2 Delays Beyond Control

The Company shall not be liable for delays caused by:

- Internet outages
- Hosting failures
- API interruptions
- Government restrictions
- Cyber incidents
- Natural disasters
- Vendor delays
- Force majeure events

8. REVISIONS AND APPROVALS

8.1 Revision Limits

Projects may include a limited number of revisions as specified in the quotation or proposal.

Additional revisions beyond agreed limits may incur extra charges.

8.2 Approval Responsibility

The Client is responsible for reviewing and approving all deliverables before final deployment or publication.

Once approved, subsequent modifications may be treated as new work requests.

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9. SEO, MARKETING, AND PERFORMANCE DISCLAIMER

9.1 No Guaranteed Results

The Company does not guarantee:

- Search engine rankings
- Sales or conversions
- Advertisement performance
- Website traffic
- Revenue growth
- Social media engagement
- Lead generation results

9.2 External Dependencies

Marketing and SEO outcomes depend on various external factors, including:

- Search engine algorithm changes
- Market competition
- Advertising platform policies
- Industry trends
- User behavior

9.3 Platform Changes

Third-party platforms such as Google, Meta, Instagram, LinkedIn, YouTube, or advertising providers may modify policies or algorithms at any time without notice.

The Company shall not be liable for resulting impacts.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Company Ownership

The Company retains ownership of:

- Internal frameworks
- Proprietary systems
- Development methodologies
- Reusable code libraries
- Draft concepts
- Preliminary designs

unless otherwise agreed in writing.

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10.2 Client Ownership

Ownership of finalized deliverables shall transfer to the Client only after:

- Full payment clearance
- Settlement of all outstanding dues

10.3 Portfolio Rights

The Company may display completed projects in:

- Portfolios
- Case studies
- Marketing materials
- Social media promotions

unless restricted by written agreement.

10.4 Third-Party Licenses

Third-party software, plugins, themes, APIs, fonts, or services remain subject to their original licensing terms.

The Client is responsible for maintaining valid licenses where required.

11. CONFIDENTIALITY

Both parties agree to maintain confidentiality regarding proprietary, technical, financial, or business information shared during the course of the engagement.

Confidential information shall not be disclosed except:

- With written consent
- As legally required
- For legitimate project execution purposes

This obligation survives termination of the business relationship.

12. PRIVACY AND DATA PROTECTION

12.1 Security Measures

The Company implements commercially reasonable administrative, technical, and security measures to protect Client information.

12.2 No Absolute Security Guarantee

While reasonable efforts are made to secure systems and communications, no method of electronic storage or internet transmission is completely secure.

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12.3 Client Responsibility

Clients are encouraged to:

- Maintain backups
- Use secure passwords
- Enable appropriate security measures
- Regularly monitor their systems

12.4 Separate Policies

Additional Privacy Policy and Cookie Policy documents may apply where applicable.

13. THIRD-PARTY SERVICES

The Company may utilize or integrate third-party providers including:

- Hosting companies
- Cloud platforms
- Payment gateways
- APIs
- Analytics tools
- Plugins
- Software services

The Company shall not be responsible for:

- Service interruptions
- Downtime
- Security breaches
- Pricing changes
- Policy modifications
- Data loss caused by third-party providers

14. SUPPORT AND MAINTENANCE

14.1 Scope of Support

Support services shall only be provided if:

- Included in the agreement, or
- Purchased separately

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14.2 Response Time

The Company will make commercially reasonable efforts to respond to support requests within an appropriate timeframe.

14.3 Additional Charges

Emergency support, extended maintenance, priority assistance, or additional revisions may incur extra fees.

15. WARRANTY DISCLAIMER

15.1 Service Basis

All services are provided on an “as-is” and “as-available” basis.

15.2 No Warranty

The Company disclaims all warranties, express or implied, including but not limited to:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Uninterrupted availability
- Error-free functionality

15.3 Technical Limitations

The Client acknowledges that software systems and digital platforms may experience:

- Bugs
- Downtime
- Compatibility issues
- Security vulnerabilities
- Technical limitations

16. LIMITATION OF LIABILITY

16.1 Exclusion of Damages

To the maximum extent permitted by law, BuzBreach shall not be liable for:

- Indirect damages
- Consequential damages
- Business interruption
- Revenue loss
- Data loss

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- Profit loss
- Reputational damage

arising from the use of services.

16.2 Maximum Liability

The Company's total liability shall not exceed the amount paid by the Client for the specific service giving rise to the claim.

17. SUSPENSION AND TERMINATION

The Company reserves the right to suspend or terminate services if:

- Payments remain overdue
- Terms are violated
- Fraudulent activity is suspected
- Abusive behavior occurs
- Illegal activities are identified

Upon termination:

- Outstanding dues become immediately payable.
- Access to services may be revoked.
- Project files may be retained until payments are cleared.

18. FORCE MAJEURE

The Company shall not be liable for failure or delay caused by circumstances beyond reasonable control, including:

- Natural disasters
- Cyberattacks
- Government restrictions
- Internet outages
- Labor disputes
- Pandemics
- Hosting failures
- Power interruptions
- War or civil unrest

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19. GOVERNING LAW AND JURISDICTION

These Terms shall be governed and interpreted in accordance with the laws of India.

Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts located in Hyderabad, Telangana, India.

20. MODIFICATIONS TO TERMS

The Company reserves the right to modify, update, or revise these Terms at any time without prior notice.

Updated versions shall become effective immediately upon publication on the Company website or official communication channels.

Continued use of services after such updates constitutes acceptance of the revised Terms.

21. ENTIRE AGREEMENT

These Terms, together with any quotations, invoices, proposals, or written agreements issued by the Company, constitute the complete agreement between the Company and the Client.

Any prior discussions, understandings, or communications are superseded by these Terms.

22. ACCEPTANCE OF TERMS

By accessing our website, engaging our services, making payments, approving quotations, or entering into any project agreement with BuzBreach, you acknowledge that you have read, understood, and agreed to these Terms and Conditions in full.