

MASTER SERVICE TERMS & CONDITIONS

These Master Service Terms & Conditions govern the provision of services by the Agency and do not apply to general use of the Agency's website, which is governed by separate [Website Terms of Service](#).

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1. DEFINITIONS & INTERPRETATION

1.1 Agency Definition

"AestheticAlly", "we", "us", "our", "agency", or "company" refers to the website development service provider operating under the brand name **AestheticAlly**, including its owner, authorized representatives, employees, contractors, freelancers, and any third parties engaged by the agency solely for the purpose of delivering services under this agreement.

1.2 Interpretation of References

Any reference to the terms defined in Clause 1.1 shall be deemed interchangeable and shall collectively represent the service provider responsible for execution, communication, billing, and delivery of services under these Terms.

2. CLIENT DEFINITION, REPRESENTATION & AUTHORITY

2.1 Client Definition

The term "**Client**" refers to:

- The individual, company, firm, partnership, or legal entity engaging the agency's services, and
- Any employee, representative, contractor, consultant, or authorized person acting on behalf of that entity.

2.2 Authority to Bind the Client

The client represents and warrants that any individual communicating with the agency on the client's behalf has the **full authority** to:

- Provide instructions
- Approve designs, scope, timelines, and deliverables
- Request changes
- Make decisions that are **legally binding** on the client

2.3 Single Point of Responsibility

The agency shall not be responsible for internal disagreements, conflicting instructions, or approval disputes within the client's organization.

Instructions or approvals received from **any authorized representative** shall be deemed final and binding.

2.4 Multiple Stakeholders Disclaimer

Where multiple stakeholders are involved, the client remains solely responsible for:

- Internal alignment
- Consolidation of feedback
- Designating a primary decision-maker

Delays or rework caused by internal misalignment shall be treated as **client-induced delays**.

2.5 No Retroactive Disputes

The client may not later dispute approvals, decisions, or instructions on the grounds that:

- The individual providing them lacked authority, or
- Internal approval processes were incomplete.

3. PAYMENT, BILLING & FINANCIAL TERMS

3.1 Payment Structure

Unless otherwise agreed in writing, the total project fee shall be payable as follows:

- 50% advance payment prior to commencement of work; and
- 50% balance payment upon project completion.

For larger or complex projects, the payment structure may follow a milestone-based model, where payments are due upon completion of defined milestones. Any such structure shall be communicated and agreed upon in writing before project commencement.

3.2 Pricing & Scope Limitations

- All prices quoted apply **only to the deliverables explicitly defined** in the agreed scope of work.
- Any work not included in the agreed scope—including additional features, revisions, modifications, or requirements—shall be considered **out-of-scope** and will be:
 - Quoted separately; and
 - Executed only after written approval and payment confirmation (where applicable).

3.3 Third-Party Costs & Licenses

The project fee **excludes** all third-party costs, including but not limited to:

- Paid themes
- Plugins, apps, or extensions
- Third-party software, tools, APIs
- Hosting, domains, or licenses

Unless explicitly included in writing as part of the scope, the **client is solely responsible** for purchasing, renewing, and maintaining any third-party services required for the project.

3.4 Taxes

- All prices are exclusive of applicable taxes, duties, or government levies.
- The client shall be solely responsible for payment of such taxes.
- If the agency is legally required to collect or remit taxes, these shall be charged additionally to the client.

3.5 Payment Timelines & Late Payments

Payments are due strictly as per the agreed payment schedule, milestone timeline, or invoice due date, irrespective of project progress, pauses, or completion status.

If any invoice remains unpaid beyond its due date, the agency reserves the right to apply a late payment surcharge, calculated as the higher of:

- 2% per month, or
- ₹1,000 (INR) per month for domestic clients, or
- \$25 (USD) per month for international clients

The late payment surcharge shall apply only to overdue invoices and will be triggered if payment remains unpaid 30 calendar days after invoice issuance, unless otherwise agreed in writing.

Late payment surcharges apply only to overdue invoices and are enforceable regardless of the project's stage, including during active development, paused periods, or after project completion.

3.6 Client-Induced Delays & Project Suspension

The agency allows a **cumulative client-induced delay buffer of up to 60 calendar days** during the project lifecycle. This buffer accounts for delays caused by the client, including but not limited to:

- Delayed payments
- Delayed or missing content, inputs, approvals, or feedback
- Prolonged unresponsiveness or inactivity

Delays within this buffer do **not** attract penalties or resumption fees.

3.6.1 Operational Pause & Queue Management

If the client becomes inactive or delays progress for **30 consecutive calendar days**, the agency reserves the right to:

- Pause or temporarily suspend work on the project;
- Reassign internal resources;
- Move the project to the back of the production queue; and
- Resume work subject to team availability.

Such operational pauses are a **workflow management measure** and **do not incur any resumption fee or surcharge**, provided total client-induced delays remain within the 60-day buffer.

3.6.2 Exceeding the Buffer Period

If cumulative client-induced delays exceed **60 calendar days**, the agency reserves the right to:

- Suspend the project indefinitely;
- Revise timelines without liability;
- Withhold deliverables until client obligations are met; and
- Require a **project resumption fee** prior to restarting work.

Late payment surcharges shall apply **only to unpaid invoices**, as defined in Clause 5 of “Payment, Billing & Financial Terms”, and are independent of project inactivity.

3.7 Work Suspension & Resumption Conditions

In the event of project suspension due to delayed payment or client inactivity:

- No work shall resume until all outstanding invoices and applicable charges have been fully paid and cleared.
- The agency shall not be responsible for any business impact, missed deadlines, or losses resulting from suspension, delayed payments, or delayed resumption.
- Suspension does not constitute project cancellation.

3.8 Project Resumption Fee

For projects suspended due to client-induced delays exceeding the 60-day buffer, a project resumption fee of **up to 10% of the total project value** may apply, subject to the following minimums and caps:

- Domestic Clients: minimum ₹2,000, capped at ₹10,000
- International Clients: minimum \$40, capped at \$200

Fee amounts may vary by client classification due to differences in payment processing costs, administrative overhead, and operational complexity.

This fee is:

- Mandatory
- Payable in advance
- Non-refundable
- Separate from outstanding invoices or late payment surcharges

The resumption fee covers project re-onboarding, timeline reassessment, and resource reallocation.

3.9 Revised Timelines After Resumption

Upon resumption of a suspended project, revised timelines shall be issued based on current workload, availability, and project scope.

The agency shall not be liable for delays or losses arising from:

- Project suspension
- Queue reassignment
- Resource reallocation
- Delayed resumption caused by client inactivity or non-payment

3.10 Ownership, Access & Right to Restrict Services

Until full payment of all dues is received:

- All intellectual property, designs, code, files, and assets remain the exclusive property of the agency.
- No ownership, license, or usage rights are transferred to the client.

In cases of prolonged non-payment or unresolved suspension, the agency reserves the right to:

- Restrict access to the website or services;
- Disable, suspend, or take down the website from public view.

These rights remain enforceable until all outstanding amounts are settled in full.

3.11 Project Cancellation & Refund Policy

If the client cancels the project:

- The client shall be liable for payment of all work completed up to the cancellation date.
- Advance payments are refundable **only if no work has commenced**.
- If work has commenced, any refund shall be partial and calculated after deducting completed work.

All approved refunds:

- Will be processed after deducting applicable work costs; and

- Will be subject to payment gateway, banking, or transaction fees borne by the client.

Accordingly, the refunded amount may be less than the amount originally paid.

3.12 Project Abandonment

If a project remains suspended due to client-induced delays, inactivity, or non-payment for a continuous period of **six (6) months** from the date of suspension or last recorded client communication (whichever is later), the project shall be deemed **abandoned**.

Upon project abandonment:

- The agency shall have **no further obligation** to continue, resume, or complete the project.
- All amounts paid up to that point shall be **non-refundable**.
- Any remaining unpaid invoices shall remain **due and payable**.
- All project files, designs, code, and assets shall remain the **exclusive property of the agency**.
- The agency may permanently archive or delete project data, files, or materials at its discretion.
- Any future continuation of the project shall require:
 - A **new agreement**, and
 - A **new project scope, pricing, and timeline**, at then-current rates.

Project abandonment shall not limit the agency's right to recover outstanding dues or enforce any other remedies available under these terms.

3.13 Reinstatement & Service Restoration Conditions

3.13.1 Preconditions for Reinstatement

Reinstatement of a suspended project, website, or restricted service shall occur **only after** all outstanding dues are paid in full, including but not limited to:

- Pending invoices
- Late payment charges (if applicable)
- Project resumption fees
- Any other charges accrued due to suspension or delay

Partial payments shall not trigger reinstatement.

3.13.2 No Immediate Reinstatement Guarantee

The Agency does **not guarantee immediate reinstatement** upon payment. Reinstatement is subject to:

- Current workload and production queue
- Resource availability
- Technical and administrative requirements

- Standard working hours of the Agency

3.13.3 Fast-Track / Urgent Reinstatement

If the Client requests urgent or expedited reinstatement:

- Such requests are subject to **availability** and **Agency discretion**
- Fast-track reinstatement may incur **additional priority charges**, quoted separately
- Availability of fast-track service is **not guaranteed** and depends on the active production queue

3.13.4 Limitation of Liability During Suspension

Where the Agency suspends work, restricts access, disables functionality, or removes the website from public view due to non-payment or client inactivity, the Agency shall **not be liable** for any resulting:

- Business interruption
- Loss of revenue or profits
- Missed opportunities or deadlines
- Reputational harm
- SEO, traffic, ranking, or data impact

Such consequences are acknowledged by the Client as a direct result of their own delay, inaction, or breach.

3.13.5 Right to Suspend, Restrict, or Disable Services

In cases of prolonged non-payment or unresolved suspension, the Agency reserves the right to:

- Restrict access to the website or related services
- Disable hosting, staging, admin, or public access
- Temporarily or permanently remove the website from public view

These actions shall remain enforceable until all dues are settled in full.

3.13.6 Communication & Notice Obligation

Prior to suspension or restriction, the Agency shall make reasonable efforts to notify the Client via:

- Email
- CRM notifications
- Messaging platforms previously used for project communication

Failure by the Client to read, respond to, or acknowledge such communications — including ignored or unopened emails — shall be deemed **Client negligence** and shall not limit or invalidate the Agency's rights under this agreement.

4. STANDARD DEVELOPMENT ACCESS, PASSWORD PROTECTION & MAINTENANCE MODE

4.1 Standard Development Practice

As per **standard website development and deployment practices**, websites under active development, redesign, or major modification are typically **restricted from public access** to ensure security, data integrity, and quality control.

Accordingly, the website shall remain **password-protected or access-restricted** during development until the project is completed and full and final payment has been received.

4.2 Development on Staging or Temporary Environments

For new builds, redesigns, or significant updates, development is ordinarily performed on a **staging environment, temporary URL, or dummy domain**, consistent with industry norms.

Such environments shall:

- Remain password-protected
- Be accessible only to authorized stakeholders
- Be used solely for review, testing, and approvals

Access restrictions remain in place until scope completion and payment clearance.

4.3 Live Website Development & Maintenance Mode

If development is carried out on a **live website** (whether by necessity or at the Client's request), the Client acknowledges that:

- The website may be placed under **maintenance mode**, which is a standard and widely accepted development practice
- Public access may be temporarily limited or disabled to prevent user-facing errors, broken layouts, or data conflicts

Maintenance mode and access restrictions shall remain until development is completed and all dues are settled.

4.4 No Liability for Standard Access Restrictions

The Client agrees that password protection and maintenance mode are **normal operational safeguards** and not service limitations.

The Agency shall not be liable for any consequences arising from such standard measures, including but not limited to:

- Temporary loss of visibility or access
- Traffic or revenue fluctuations
- SEO or analytics variations during the development period

4.5 Prohibition on Unauthorized Access Changes

Any attempt to remove, override, or bypass password protection or maintenance mode without prior written authorization shall constitute a **material breach of this agreement** and may result in immediate work suspension.

5. TRAINING, SUPPORT & POST-DELIVERY SERVICES

5.1 Admin Training – Inclusions & Exclusions

5.1.1 Complimentary Admin Training

Upon completion and delivery of the website, the agency includes one complimentary admin training session for the client.

This session is typically conducted via **Google Meet or a similar online meeting platform**, unless otherwise agreed in writing.

5.1.2 Training Inclusions

The admin training session is limited to:

- Basic navigation of the admin/dashboard panel
- Order management
- Product & Inventory Management
- How to update existing content such as:
 - Text
 - Images
 - Products (if applicable)
- Explanation of features that are **explicitly included in the approved project scope**
- Common danger zone

The purpose of this session is to help the client **independently manage routine content updates**, not to provide technical education or advanced platform training.

5.1.3 Training Exclusions

The admin training session **does not include**:

- Website redesigns or layout changes
- Feature additions or functional modifications
- Custom development or technical troubleshooting
- Third-party tools, plugins, apps, integrations, or software not developed by the agency
- SEO strategy, marketing workflows, automation setup, or analytics configuration
- Ongoing hand-holding, repeated training sessions, or step-by-step operational guidance beyond the initial session

Any request falling outside the above inclusions shall be considered **out-of-scope** and may be quoted separately.

5.1.4 Third-Party Learning Resources

At its discretion, the agency may share **third-party tutorials, documentation, or learning resources** for the client's reference.

Such resources are provided purely for convenience, and the agency:

- Does not control their content, accuracy, or updates
- Is not responsible for teaching, explaining, or supporting those materials

5.1.5 No Ongoing Support Obligation

The complimentary admin training is a **one-time session** and does not create any obligation for ongoing support, training, or assistance after project delivery.

If the client requires continuous support, training, updates, or management, they may opt to purchase the agency's **maintenance or management packages**, subject to separate pricing and terms.

5.2 Default Support Response & Service Levels (SLA) (Non-Retainer Clients)

5.2.1 Applicability

This Service Level applies **only** to projects without an active maintenance, support, or management retainer. It represents a **best-effort baseline**, not a guaranteed service commitment.

5.2.2 Working Hours & Days

- Support is available during official working hours only
- Response timelines apply **only on working days**
- Weekends, public holidays, and non-working hours are excluded

5.2.3 Response Time (Best-Effort)

Request Type	Expected Initial Response
Critical issues (blocking core functionality caused by agency-delivered work)	1–2 working days
Standard support queries	2–4 working days
Non-urgent requests / clarifications	3–5 working days

Response time refers to acknowledgment, not resolution.

5.2.4 No Guaranteed Resolution Time

The agency does not guarantee fix or resolution timelines under this default SLA. Resolution depends on:

- Issue complexity
- Third-party dependencies
- Client responsiveness
- Current production workload

5.2.5 Exclusions

This SLA does **not** cover:

- Issues caused by third-party plugins, apps, hosting, or services
- Client-side modifications or interventions
- Post-delivery updates, patches, or upgrades
- Scope changes or new feature requests

5.2.6 Priority Handling

Faster response times, proactive monitoring, guaranteed turnaround, and priority handling are available **only under a separate maintenance or support retainer agreement**.

5.3 Post-Delivery Maintenance, Updates & Third-Party Licenses

The Client acknowledges that upon delivery and handover of the website, the Agency shall have **no obligation** to provide ongoing maintenance, updates, upgrades, security patches, or version updates for themes, plugins, applications, extensions, or any other software components, unless explicitly agreed in writing under a separate maintenance or retainer agreement.

Any request for post-delivery updates, maintenance, or technical support shall be subject to a **separate quotation or retainer**, at the Agency's discretion.

In certain cases, the Agency may install or configure themes, plugins, applications, or other tools using its **developer, agency, or bulk licenses** for the purpose of project completion. The Client acknowledges that such tools may not receive future updates, renewals, or direct support from the third-party developer under the Agency's license.

If the Client requires ongoing updates, renewals, or direct support from the third-party software provider, the Client must obtain and maintain a **separate license** from the respective third party at their own cost.

The Agency's responsibility shall be limited to **guiding the Client on where such licenses may be obtained**. The Agency shall not be responsible for purchasing, implementing, configuring, migrating, or providing training related to third-party licenses once the project has been delivered, unless agreed in writing as a paid service.

6. SCOPE OF WORK, CLIENT RESPONSIBILITIES & LIMITATIONS

6.1 Client-Provided Materials & Legal Responsibility

The client is responsible for providing all necessary materials required for the project, including but not limited to:

- Text content
- Images
- Product information
- Business details
- Any other assets required for execution

The client warrants that all materials provided are legally owned or properly licensed and do not infringe any third-party rights.

All legal responsibility related to copyright, licensing, trademarks, or intellectual property of client-provided materials rests solely with the client.

6.2 Content Creation Services & Raw Inputs

Where the client has engaged the agency for **content writing, image creation, or similar services**, the agency shall be responsible for creating the final assets.

However, the client remains responsible for providing all **raw inputs** required for such creation, including but not limited to:

- Business information
- Product details
- Reference material
- Raw product images (where applicable)

Failure to provide required raw inputs may impact quality, timelines, or deliverables, for which the agency shall not be held liable.

6.3 Use of Dummy Content

If final content is not available at the start of the project, the agency may use **dummy or placeholder content** solely for the purpose of layout, structure, and development.

Replacement of dummy content with final content shall be subject to:

- Availability of client-provided materials, and
- The agreed project scope.

6.4 Delays Due to Content or Client Dependencies

Any delay in providing required content, inputs, approvals, or feedback shall result in **corresponding project delays**.

Such delays shall be governed by the provisions outlined under the **Payment, Billing & Financial Terms**, including suspension, queue reassignment, and resumption policies.

The agency shall not be liable for timeline overruns caused by client-induced delays.

6.5 Testing, Bug Fixes & Liability Limitations

The agency shall conduct internal testing of the website prior to delivery.

Any bugs or errors reported within **30 days from the date of delivery** that are directly attributable to the agency's work shall be fixed at no additional cost.

The agency shall not be obligated or liable for bugs, issues, or errors arising from:

- Actions taken by the client or the client's team
- Modifications by third-party vendors or agencies (e.g., marketing teams)
- Third-party software, plugins, apps, integrations, or services

Issues outside the agency's control shall be chargeable or excluded from responsibility.

6.6 Missed Requirements & Scope Confirmation

The agency shall not be responsible for features, sections, widgets, design blocks, or functionalities that were not explicitly discussed, approved, and included during the website strategy, content freeze, or scope finalization phase.

Any such additions shall be considered **out-of-scope** and may be quoted separately.

6.7 Out-of-Scope Work & Approval Requirement

Any work not expressly included in the agreed scope shall:

- Require a separate quotation, and
- Be undertaken only after **prior written approval** from the client

No additional work shall commence without such approval, regardless of urgency or perceived simplicity.

6.8 Reference Websites Disclaimer

Any reference websites shared during sales discussions or the strategy phase are used **strictly for design, layout, or visual inspiration**.

Functional features, workflows, integrations, or technical behaviors from reference websites are **not included** unless explicitly listed in the approved scope of work.

6.9 Goodwill Work Clarification

Any minor assistance or small task performed during or after the training session as a **goodwill gesture** shall not be interpreted as a precedent.

Future similar requests—regardless of size or perceived simplicity—may be chargeable and subject to a separate quotation.

6.10 Speed Optimization, Performance Metrics & Limitations

6.10.1 Definition of Speed Optimization

“Speed Optimization” refers to industry-standard performance best practices applied during development, including but not limited to:

- Optimized code structure
- Efficient asset loading
- Reasonable JavaScript and CSS optimization
- Image optimization and lazy loading
- Core Web Vitals-aligned development practices

Speed optimization is performed with the objective of **real-world usability and stability**, not synthetic scoring tools.

6.10.2 Core Web Vitals vs. Testing Tools

The Client acknowledges that:

- **Google rankings are primarily influenced by Core Web Vitals (CWV)** derived from real-user data (field data), not synthetic tools alone
- Core Web Vitals require **real traffic over time** to produce statistically valid results
- Local, lab-based, or zero-traffic CWV reports are indicative only and not conclusive

6.10.3 PageSpeed Insights & Synthetic Scores

Tools such as **Google PageSpeed Insights, Lighthouse, GTmetrix, or similar platforms:**

- Use simulated network throttling and theoretical models
- Produce **variable and non-deterministic scores**, especially on mobile
- Do not reflect actual user experience in isolation

Accordingly, **specific PageSpeed score targets (e.g., “80+”, “90+”, etc.) are not guaranteed**, unless explicitly stated in writing as part of a separate performance-focused agreement.

6.10.4 No Score-Based Guarantees

The agency does **not guarantee:**

- Minimum or maximum PageSpeed Insight scores
- Mobile or desktop lab scores
- Consistent results across testing tools, locations, or devices

Speed optimization is **not defined by a numeric score**, but by adherence to best practices without compromising design integrity, functionality, or stability.

6.10.5 Design & Stability Priority

The Client agrees that:

- Further aggressive reductions of JavaScript, CSS, animations, fonts, or visual elements solely to improve synthetic scores may:
 - Break layouts
 - Degrade user experience
 - Alter approved designs or functionality

The agency shall **not be required** to implement optimizations that materially compromise:

- Visual appearance
- Brand presentation
- Functional behavior

6.10.6 External Dependencies & Uncontrollable Factors

Website performance is materially affected by factors beyond the agency's control, including but not limited to:

- Hosting quality and server configuration
- CDN usage
- Third-party scripts, apps, and plugins
- Traffic patterns and geographic distribution
- Browser, device, and network conditions

The agency shall not be held liable for performance limitations arising from such factors.

6.10.7 Optional Aggressive Optimization (At Client Risk)

If the Client explicitly requests **score-focused or aggressive optimization** beyond standard best practices:

- Such work must be approved **in writing**
- The Client assumes full responsibility for any:
 - Visual regressions
 - Functional issues
 - UX degradation

The agency may decline such requests if they pose a risk to project stability.

6.10.8 Dispute Limitation

Performance-related disputes shall be evaluated based on:

- Agreed scope of work
- Implemented best practices
- Real-world usability: Not on isolated or fluctuating synthetic test results.

6.11 Fragmented Content Submission & Workflow Efficiency

6.11.1 Structured Content Submission Requirement

To maintain workflow efficiency and avoid rework, the Client agrees to provide content and inputs in **complete, consolidated, and structured batches** aligned with the agreed project phases or milestones.

6.11.2 Effect of Fragmented Submissions

Content, instructions, or materials shared in isolated, incremental, or fragmented manner (including partial messages, scattered updates, or intermittent uploads) shall be treated as **informational only** and shall not constitute authorization to proceed unless expressly confirmed by the Agency.

6.11.3 No Implied Execution Obligation

The Agency shall not be obligated to execute or finalize work based on partial or fragmented inputs unless:

- The submission is confirmed as complete, and
- The Agency explicitly acknowledges it as ready for implementation

6.11.4 Responsibility for Resulting Delays

Any delays, rework, or inefficiencies arising from fragmented content delivery shall be considered **client-induced delays**. The Agency shall not be held responsible for:

- Missed timelines
- Deferred execution
- Reordering of tasks or milestones

6.11.5 Completion Priority & Queue Management

Work shall be scheduled and executed based on **complete content availability**, current production queue, and resource allocation. Partial submissions do not reserve execution priority.

6.11.6 No Retroactive Liability

The Client agrees that the Agency shall not be held liable for failure to complete work based on earlier partial submissions if such submissions were not confirmed as complete or implementation-ready at the time of receipt.

7. CONTENT COLLECTION, REVISIONS, FREEZES & CHANGE REQUESTS

7.1 Content Responsibility & Collection Phases

The client is responsible for providing all required content and materials necessary for the project in a complete and usable format suitable for direct implementation. Content provided in unsupported or impractical formats (including but not limited to images of documents for text content or text embedded within PDFs or images) may not be accepted and may result in project delays.

Content is collected in **three structured phases**:

- **Phase 1:** Foundational / Kick-start Content
- **Phase 2:** Main Content
- **Phase 3:** Final Supporting & additional Content

Each phase is reviewed independently and approved before moving forward.

7.2 Content Freeze (Per Phase)

At the completion of each content phase, the submitted content enters **Content Freeze**.

Content Freeze means:

- The content for that phase is approved and locked
- Design and development proceed based on the frozen content
- Structural decisions, layouts, and development logic may rely on it

A standard project includes **three content freezes**, one after each phase.

7.3 Changes After Content Freeze

After content is frozen, any changes are treated as **Change Requests**, not immediate revisions.

All such requests must be communicated to the **Project Manager**, who will assess:

- Scope impact
- Timeline impact
- Cost implications
- Whether the change should be deferred or addressed immediately

In most cases, changes are **deferred** and executed during the consolidated revision stage.

7.4 Consolidated Revision Policy

The project includes **one (1) consolidated revision round** per applicable stage.

A revision is defined as:

One consolidated list of feedback

- Submitted at one time
- Executed in one scheduled revision cycle

Staggered or drip-fed feedback (multiple messages over time) is not permitted and may be treated as additional billable revisions.

7.5 Included Revisions (Non-Billable)

Included revisions are limited to refinements that do **not** require custom development or structural changes, such as:

Included Revision Category	Examples
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Text & Copy Updates	“Change the headline text to...”, “Update the phone number to this...”
Spelling & Factual Corrections	Fixing spelling mistakes, correcting incorrect contact details, factual text corrections
Minor Visual Adjustments	“Make this button color darker”, “Change this font to the secondary font we selected”, “Increase the spacing between these two sections”
Theme / Platform Configuration (Native Support Only)	“Align the logo to the center instead of left” (if supported by the theme), “Hide the ‘Buy Now’ button on the collection page”, “Show 4 products per row instead of 3”
Link Corrections	“The Instagram link in the footer goes to the wrong page”

These revisions must remain within the **approved scope, design, and structure**.

7.6 Excluded Revisions / Change Requests (Billable)

The following are **not included** and require a separate quotation:

Category	Examples of Requests (Requires Quote)	Why is this a Change Request?
Structural layout changes	"Can we change this Grid layout into a Sliding Carousel?"	This requires rewriting the section's code to add touch-sliders and animation logic that doesn't exist in the base structure.
Custom code, scripts, or animations	"Can the 'Add to Cart' button shake when clicked?"	This requires writing custom JavaScript animations.

New features, logic, or integrations	"Can we add a 'Notify Me When Available' popup?"	This requires installing a new app or building a custom integration that was not in the original scope.
New pages not listed in scope	"Can we add an 'Our Story' page?"	Content pages not listed in the original scope are charged separately.
Design reversals after approval	"I know I approved the 'Minimal' style, but can we change it to 'Bold'?"	Re-doing work that was previously approved in the "Design Lock" phase.
Any functionality inspired by reference websites but not listed in scope		

No out-of-scope work will be undertaken without **prior written approval**.

7.7 Feedback Window & Execution

Once the structure is built, the client is provided a **dedicated feedback window** (typically 2–3 days).

The client must:

- Consolidate all internal stakeholder feedback
- Submit it as a single list via the CRM or approved document

Once executed, the revision milestone is marked **Complete**.

7.8 Requests After Revision Submission

Requests submitted after the consolidated revision list fall into one of the following:

7.8.1 Critical Errors (Free)

Objective errors such as typos, broken links, or incorrect contact details may be fixed during handover.

7.8.2 Urgent Pre-Launch Requests (Billable)

Time-sensitive changes required before launch may be accepted:

- Executed after the current revision cycle
- Subject to a priority change fee
- May impact launch timelines

7.8.3 Post-Launch (Phase 2) Requests

Non-urgent changes are logged as Phase 2 work and quoted separately after launch.

8. SOURCE CODE, CUSTOM WORK & INTELLECTUAL PROPERTY RIGHTS

8.1 Source Code & File Release

Source code, editable files, design files, custom sections, blocks, or development assets are **not released or transferred** to the client unless **explicitly agreed in writing** as part of the approved project scope.

8.2 Use of Themes & Base Frameworks

The agency may use third-party themes, frameworks, or platforms as a **base** for development.

However, most sections, blocks, layouts, and components used in the project are **custom-created by the agency**, developed independently, and embedded into the theme or platform for delivery.

8.3 Ownership of Custom Work

All custom sections, blocks, layouts, design systems, development logic, workflows, and implementation methods created by the agency:

- Remain the **exclusive intellectual property of the agency**
- Are not considered extensions of the third-party theme
- Are proprietary standalone work, regardless of where they are embedded

This ownership applies **in all cases**, unless explicitly transferred in writing.

8.4 Agency Reuse Rights

The agency retains the unrestricted right to:

- Reuse
- Modify
- Adapt
- Repurpose

any custom sections, components, layouts, or development patterns created during the project for use in **other client projects or internal products**, without restriction or obligation to the client.

8.5 Client Usage Limitations

The client is granted the right to use the delivered website **only for the agreed project and domain(s)**.

The client may not:

- Extract
- Reuse
- Replicate
- Resell
- Deploy

any custom sections, blocks, or development work on other websites or projects without prior written permission.

8.6 License for Reuse (Optional & Paid)

If the client wishes to reuse any custom sections, components, or proprietary work created by the agency outside the delivered website, a **separate license** must be purchased.

License scope, pricing, and usage rights shall be defined in writing and are subject to agency approval.

8.7 Unintentional Similarity Disclaimer

The client acknowledges that websites, layouts, sections, and design patterns often follow common industry standards and best practices.

The agency shall not be held liable for any claims, disputes, or allegations arising from **unintentional similarity** to third-party websites, designs, trademarks, or copyrighted materials, provided such similarity is not intentional or knowingly infringing.

8.8 No Copyright Guarantee

The agency does not guarantee that any delivered design, layout, section, or component is entirely unique or free from resemblance to existing third-party works.

The client agrees that similarity alone does not constitute infringement unless legally established otherwise.

8.9 Client Responsibility for Copyright Registration

If the client wishes to obtain copyright registration or protection for the delivered website or its contents, the responsibility for:

- Filing
- Registration

- Legal compliance
- Associated costs

rests solely with the client.

8.10 Limitations on Client Copyright Claims

The client may not claim copyright, ownership, or exclusive rights over:

- Agency-owned custom sections
- Reusable components
- Internal frameworks
- Design systems or development logic

where such rights are expressly retained by the agency under this agreement.

8.11 Agency-Owned Assets Exclusion

Any assets, components, or materials whose intellectual property rights remain with the agency are **expressly excluded** from any copyright claim or registration initiated by the client.

9. BRANDING, ATTRIBUTION & WHITE-LABELING

9.1 Footer Credit & White-Labeling

As a standard practice, AestheticAlly includes a small, discreet footer credit (e.g., "Website by AestheticAlly") at the bottom of the completed website. We are proud of the work we do and this helps us showcase our craftsmanship. However, we understand that some brands require a fully white-labeled presence. If you prefer to have this credit removed, simply notify us prior to final handover, and we will remove it at no additional cost.

9.2 Invisible Developer Signature

The Client agrees that AestheticAlly may include a standard, non-visible humans.txt file within the website's root directory or file system. This plain-text file serves to identify AestheticAlly as the original technical developer. It is strictly for industry documentation, is invisible to regular website visitors, and does not affect website performance, SEO, or visual design in any way.

10. PORTFOLIO RIGHTS, MARKETING & PUBLICITY

10.1 Portfolio & Case Study Rights

Unless expressly restricted in writing prior to project commencement, AestheticAlly reserves the right to reference, showcase, and display the completed project for self-promotion, marketing,

sales, and internal presentations. This includes the right to feature the work on our agency website, social media, proposals, and case studies by displaying:

- Frontend Visuals: Screenshots, mockups, and screen recordings of the live website.
- Backend Demonstrations: Behind-the-scenes screen recordings of the website's backend/dashboard (e.g., Shopify or WordPress admin panels) to demonstrate custom functionality, systemization, and structural organization.
- Process & Strategy: Wireframes, design mockups, and written descriptions of the problem-solving process and technical solutions implemented.

10.2 Client Confidentiality Guarantee

When creating case studies or backend screen recordings, AestheticAlly strictly respects Client privacy. We will never display sensitive business information. Customer data, financial metrics, sales dashboards, and proprietary trade secrets will be actively hidden, blurred, or excluded from all marketing materials.

10.3 Private Builds & Non-Disclosure Agreements (NDA)

AestheticAlly relies on showcasing our past work to attract future clients. The default pricing of our services assumes we have full permission to use the work for self-promotion as outlined in Section 10.1. If a client requires strict confidentiality, requires an NDA, or wishes to restrict AestheticAlly from showcasing the project in our portfolio, this must be explicitly agreed upon in writing before the project begins. In such cases, a Confidentiality Fee (or percentage markup) will be added to the total project cost to compensate for the lost marketing and business development value. Post-launch requests to restrict, remove, or anonymize portfolio content that was not explicitly restricted prior to project commencement will be subject to this Confidentiality Fee.

11. COMMUNICATION, SUPPORT, AVAILABILITY & DECISION VALIDITY

11.1 Written Communication Requirement

For the purpose of clarity, accountability, and record-keeping, all **important decisions, approvals, confirmations, change requests, and instructions** related to the project must be communicated **in writing**.

Written communication includes, but is not limited to:

- Email
- Text messages
- CRM messages or task comments
- Any other written digital communication platform approved by the agency

11.2 Verbal Communication Limitation

Verbal discussions, phone calls, or meetings may be used for discussion purposes only.

Any decision, commitment, or instruction discussed verbally shall be considered **non-binding** unless subsequently confirmed in writing by the client.

11.3 Record-Keeping & Dispute Resolution

In the event of any dispute, only written communication shall be considered valid evidence for determining scope, approvals, timelines, and responsibilities.

11.4 Call & Video Conferencing Support Policy

Call or video conferencing support is provided **strictly for emergency situations and during official working hours only.**

11.4.1 Scheduled Calls Only

All calls and video meetings must be **pre-scheduled and approved in advance.** Unscheduled or ad-hoc calls are not supported.

11.4.2 Emergency Definition

An emergency is limited to:

- Critical website downtime caused directly by the agency's delivered work
- Blocking issues that prevent launch or agreed deliverables from functioning

General queries, explanations, training, feedback discussions, or change requests **do not qualify as emergencies.**

11.4.3 Working Hours & Working Days

- Call and video support is available **only during working hours**
- Response times apply **only on working days**
- Weekends, public holidays, and non-working hours are excluded unless explicitly agreed in writing

11.4.4 Alternative Communication Channels

Non-emergency communication must be handled via:

- CRM tasks
- Email
- Written messages (text/WhatsApp), as applicable

These channels ensure clarity, tracking, and efficient resolution.

11.4.5 No Obligation Outside Policy

The agency is not obligated to accept or respond to calls outside this policy. Repeated violations may result in restricted communication access.

12. USE OF THIRD-PARTY TOOLS FOR MEETING RECORDING & SUMMARIZATION

12.1 Meeting Recording & Summarization

For the purpose of accuracy, documentation, and project clarity, the agency may use **third-party tools or software** to:

- Record meetings (audio and/or video), and/or
- Generate written summaries, transcripts, or action items from meetings

Such tools may include built-in platform features (e.g., Google Meet recording) or AI-based summarization services.

12.2 Purpose Limitation

Any recordings or summaries are used strictly for:

- Internal documentation
- Reference and record-keeping
- Clarifying decisions, approvals, and action items related to the project

The agency does not use such recordings for public distribution unless separately agreed.

12.3 Client Awareness & Consent

By participating in meetings with the agency, the client acknowledges and consents to the possibility of such recording or summarization, subject to applicable laws.

Where legally required, the agency shall provide a notification at the start of the meeting.

12.4 Data Handling & Responsibility

The agency shall take reasonable steps to ensure that recordings and summaries are:

- Stored securely
- Accessed only for project-related purposes

The agency shall not be responsible for the internal data handling policies or security practices of third-party tools used for such recordings or summaries.

13. LAUNCH, DELIVERY & GO-LIVE CONDITIONS

13.1 Early Launch / Partial Launch Policy

13.1.1 Early Launch Eligibility

At the Client's request, the website may be **launched early** when the primary sections or core functionality are substantially completed, even if certain features, pages, or enhancements are still under development.

13.1.2 Full Payment Requirement

An early or partial launch shall be permitted **only after full and final payment** of the applicable project amount has been received and successfully cleared.

No early launch shall be processed while any payment remains pending, disputed, or unpaid.

13.1.3 Scope & Completion Status Acknowledgment

By requesting an early launch, the Client acknowledges and accepts that:

- The website may be incomplete
- Certain features, integrations, pages, or refinements may remain pending
- Remaining items shall continue to be developed post-launch as per the agreed scope and timeline

13.1.4 Exclusions & Separate Agreements

This clause shall **not apply** where:

- Pending features or work items are governed by a **separate contract, phase, or statement of work**, or
- An alternative payment or launch arrangement has been **explicitly agreed in writing** prior to launch

13.1.5 No Liability for Early Launch Impact

The agency shall not be responsible for any issues arising from early launch, including but not limited to:

- Incomplete functionality
- User experience limitations
- SEO, analytics, or performance fluctuations
- Business or revenue impact

Such outcomes are an inherent risk of launching a project prior to full completion.

13.1.6 Post-Launch Work Continuation

Any remaining in-scope work shall be scheduled and completed according to availability, production queue, and agreed timelines. Early launch does not alter revision limits, scope boundaries, or delivery obligations.

14. Confidentiality & Non-Disclosure

14.1 Confidential Information – Definition

For the purposes of this Agreement, “**Confidential Information**” means any non-public information disclosed by the Client to the Agency, whether orally, visually, or in writing, including but not limited to:

- Business strategies, internal processes, or operational details
- Financial information, pricing models, or revenue data
- Customer, vendor, or supplier information
- Login credentials, API keys, access tokens, or security-related data
- Unreleased product information or proprietary documentation

14.2 Agency Confidentiality Obligations

The Agency agrees to:

- Use Confidential Information **solely for the purpose of performing the services** under this Agreement
- Not disclose, share, sell, or make available any Confidential Information to third parties, except:
 - To employees or contractors involved in the project on a need-to-know basis
 - Where disclosure is required by law, regulation, or court order

14.3 Exclusions from Confidential Information

Confidential Information **does not include**:

- Information that is or becomes publicly available through no fault of the Agency
- Information independently developed by the Agency without reference to Client materials
- General technical knowledge, workflows, tools, or platforms used by the Agency
- High-level descriptions of services, technologies, or third-party apps used (without exposing sensitive configuration or credentials)

14.4 Portfolio & Marketing Use

Unless expressly restricted in writing prior to project commencement, the Agency may:

- Display the completed work (including screenshots, URLs, or mockups) in its portfolio
- Reference the Client name, logo, or project description for self-promotion

- Describe the type of services rendered and tools used, provided no Confidential Information is disclosed

14.5 Permitted Disclosures

The Agency may disclose non-confidential information such as:

- The names of commonly used platforms, themes, plugins, or apps
- Public-facing features or functionality visible on the live website
- General project outcomes or performance results without revealing internal data

14.6 Client Responsibility

The Client shall clearly mark or communicate any information they consider **strictly confidential**. Information not reasonably identified as confidential shall not be treated as such.

14.7 Survival

This confidentiality obligation shall survive the termination or completion of the Agreement.

15. GOVERNING LAW, JURISDICTION & VENUE

This Agreement shall be governed by and construed in accordance with the laws of India.

Any dispute, claim, or controversy arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in Durg, Chhattisgarh, India.

16. AMENDMENT & WAIVER

No waiver of any provision of this Agreement, and no modification or amendment hereto, shall be effective unless made in writing and expressly agreed by the Agency.

No failure or delay by the Agency in exercising any right shall operate as a waiver of such right.