TERMS & CONDITIONS

1. Introduction

These Terms and Conditions ("Agreement") govern the provision of services by **AhumAI**, a digital solutions agency ("Provider"), to you or the entity you represent ("Client"). By engaging any services of AhumAI, the Client agrees to be bound by this Agreement.

---

2. Definitions

- **"Services"** means any web development, UI/UX design, SEO, cloud hosting, database management, agentic AI integration, reporting, or related deliverables provided by AhumAI.

- **"Deliverables"** means the tangible work product delivered by AhumAI (e.g., website code, design assets, documentation).

- **"Proposal"** means any written estimate, scope document, or quotation provided by AhumAI.

- **"Fees"** means the charges payable by the Client for the Services as set out in the Proposal or invoice.

---

3. Scope of Services

1. **Website & UI/UX Development**

   - Custom, responsive websites using technologies such as Vite, Tailwind CSS, React.js, and JavaScript.

   - Clean UI design, smooth animations, and cross-device compatibility.

2. **SEO & Performance Optimization**

   - On-page SEO, page-speed improvements, metadata configuration, and performance audits.

3. **Agentic AI Integrations**

   - Automation of client workflows through custom AI agents, including data ingestion, processing, and action triggers.

4. **Cloud Hosting & Deployment**

   - Configuration of domains, SSL, and hosting on platforms such as GoDaddy (or as otherwise agreed).

   - Zero-downtime deployment and ongoing server management.

5. **Database Management & Reporting**

   - PostgreSQL setup, schema design, performance tuning, and automated report generation via EmailJS or similar.

6. **Support & Maintenance**

   - Post-launch support, bug fixes, and minor updates as agreed in a separate support addendum.

4. Client Responsibilities

- **Provision of Materials**: Client shall provide all necessary content, logos, credentials, and feedback in a timely manner.

- **Approvals**: Client agrees to review deliverables within five (5) business days and provide consolidated feedback.

- **Third-Party Accounts**: Client must maintain any third-party accounts (e.g., domain registrar, email services) required for the project.

5. Fees, Invoicing & Payment

1. **Fee Structure**

   - Project fees as per the Proposal (fixed-price or time & materials).

   - Hourly rates apply to out-of-scope work at [€XX/hr or agreed currency].

2. **Invoicing**

   - Initial deposit of 40% due upon contract signing.

   - Milestone payments as set out in the Proposal.

   - Final balance due upon project completion and prior to handover.

3. **Payment Terms**

   ○ Invoices payable within seven(7) days of receipt.

   ○ Late payments incur an interest charge of 1.5% per month or the maximum permitted by law.

---

6. Intellectual Property

- **Ownership**

  ○ AhumAI retains ownership of all pre-existing code, libraries, methodologies, and frameworks ("Background IP").

  ○ Upon full payment, AhumAI assigns to the Client all rights in the custom Deliverables.

- **License**

  ○ AhumAI grants the Client a worldwide, royalty-free, perpetual license to use the Background IP incorporated in the Deliverables solely as part of the Deliverables.

---

7. Confidentiality

Each party agrees not to disclose the other's Confidential Information (business plans, pricing, source code, etc.) to any third party, except as required by law or with prior consent.

---

8. Warranties & Disclaimer

- **Mutual Warranties**

    - Both parties warrant they have authority to enter into this Agreement.

- **Provider Warranty**

    - AhumAI warrants that the Services will be performed in a professional manner in accordance with industry standards.

- **Disclaimer**

    - Except as expressly provided, AhumAI disclaims all other warranties, whether express or implied, including merchantability, fitness for a particular purpose, or non-infringement.

---

9. Limitation of Liability

To the maximum extent permitted by law, AhumAI's aggregate liability arising under or in connection with this Agreement shall not exceed the total Fees paid by the Client. In no event shall AhumAI be liable for any indirect, incidental, or consequential damages.

---

10. Termination

1. **For Cause**: Either party may terminate if the other materially breaches this Agreement and fails to cure within thirty (30) days of written notice.

2. **For Convenience**: Client may terminate after providing fifteen (15) days' notice; fees for work completed up to termination date

remain payable.

Upon termination, Client shall pay all outstanding Fees, and AhumAI shall deliver all work in progress.

---

11. Data Protection

Both parties agree to comply with applicable data protection laws. Client is responsible for ensuring any personal data provided to AhumAI is lawfully obtained and processed.

---

12. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of Maharashtra, India. Any dispute shall first be referred to mediation in good faith, failing which either party may pursue legal remedies in the courts of Commercial Courts.

---

13. Amendments

No amendment to this Agreement is effective unless in writing and signed by both parties.

---

14. Contact Information

AhumAI
Email: aadidev@ahumai.co.in / aryan@ahumai.co.in
Website: https://ahumai.co.in

These Terms and Conditions were generated based on AhumAI's service offerings as detailed in the company brochure. Please have your legal counsel review before use.