

AGREEMENT

Agreement No: _____

Effective Date: _____

This Project Agreement (“Agreement”) is entered into as of the Effective Date by and between:

1. PARTIES

Service Provider

Name: CORTINEX WEBSTUDIO

Address: _____

Email: _____

Phone: _____

Website: _____

(Hereinafter referred to as the “Service Provider”)

AND

Client

Full Legal Name / Company Name: _____

Address: _____

Email: _____

Phone: _____

(Hereinafter referred to as the “Client”)

The Service Provider and Client may collectively be referred to as the “Parties.”

2. DEFINITIONS

- **Services:** The professional web design, development, and related services described in this Agreement.
- **Deliverables:** The final agreed website, digital assets, or materials delivered to the Client.
- **Additional Work:** Any work not expressly mentioned in the Scope of Work.

3. SCOPE OF WORK

3.1 Services

The Service Provider agrees to perform the following services:

- Website design and development
- Number of pages: _____
- Features: _____
- Admin panel (if applicable)
- Payment integration (if applicable)
- Mobile responsiveness
- Basic SEO setup (if included)

Any services not explicitly mentioned in this Agreement are excluded and shall require a separate written quotation and approval.

3.2 Deliverables

The Service Provider shall deliver:

- Final live website
- Necessary deployment files
- Admin access credentials (if applicable)

Source code and development files are not included unless specifically agreed in writing.

4. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide all required content, images, branding materials, and credentials in a timely manner.
- Provide feedback within five (5) business days of receiving drafts.
- Ensure legality of all provided content.
- Failure to provide required materials or approvals within five (5) business days shall automatically extend the project timeline.
- The Service Provider shall not be responsible for delays caused by the Client.
- All instructions, approvals, and confirmations must be provided in written form (Email or WhatsApp accepted).

- If no response is received within seven (7) days, the deliverable shall be deemed accepted.

5. PROJECT TIMELINE

- **Commencement Date:** _____
- **Estimated Completion Date:** _____

The timeline may vary depending on project complexity, feedback timelines, or unforeseen circumstances. Any delays will be communicated in writing.

5.1 Project Abandonment

- If the Client fails to respond, provide required materials, or give approvals for a period exceeding thirty (30) days, the project shall be considered abandoned.
- Reactivation of the project may require a new quotation and revised timeline.

5.2 Delay Caused by Client

Any delay caused by late content, approvals, payments, communication, or dependencies from the Client shall not constitute breach by the Service Provider and may result in timeline revision, additional cost, or project rescheduling at the Service Provider's discretion.

6. FEES AND PAYMENT TERMS

6.1 Total Project Fee

Total Fee: ₹ _____

6.2 Payment Schedule

- **40% Initial Deposit** (Non-refundable after 24 hours)
- **60% Final Payment** due before final handover and deployment

6.3 Payment Terms

- Work shall commence only after receipt of the initial deposit.

- Final deliverables, access credentials, and deployment shall not be released until full and final payment is received.
- All payments are non-refundable once work has commenced.
- Late payments beyond five (5) days **shall incur interest at 2% per month, compounded monthly**, until fully cleared.
- Work shall automatically pause if payment is delayed beyond five (5) days.
- All intellectual property, website files, access credentials, and deliverables shall remain the exclusive property of the Service Provider until full and final payment is received.
- The Service Provider reserves the absolute right to suspend, disable, restrict, or withdraw access to the website, services, or deliverables in the event of payment default without prior notice.
- Failure to clear outstanding payment within fifteen (15) days shall constitute material breach of this Agreement.
- The Client shall be liable for all legal, recovery, and collection costs incurred due to non-payment.
- Partial payments shall not constitute transfer of ownership, rights, or deliverables until full and final payment is received.
- The Service Provider reserves the right to restrict access, suspend services, display payment notice, watermark, or disable the website or deliverables until full and final payment is received and cleared.
- In the event of payment default, the Service Provider reserves the right to initiate legal recovery, claim damages, interest, and compensation for loss of time, resources, and business interruption.
- The Client shall not initiate chargeback, payment reversal, or dispute after work has commenced or deliverables have been provided. Any such action shall constitute breach of contract and legal recovery may be initiated.

7. REVISIONS & CHANGE REQUESTS

7.1 Included Revisions

The Client is entitled to ____ rounds of minor revisions within 15 days of draft delivery.

7.2 Scope of Revisions

- Revisions are limited to minor design, layout, and content adjustments.
- Major structural changes, new features, or functionality enhancements shall be considered Additional Work and quoted separately.
- All additional work must be approved in writing before execution.
- Any work outside the defined Scope shall be billed at ₹_____ per hour.
- No additional work shall begin without written approval from the Client.
- Any change in scope shall automatically revise project cost and timeline.

- Verbal or informal requests shall not be considered binding.
- The Service Provider reserves the right to pause work until any change request or additional work is formally approved.
- The Service Provider shall determine, at its sole discretion, whether a request constitutes a minor revision or Additional Work.

7.3 Deemed Acceptance

If the Client does not provide written feedback or revision requests within seven (7) days of delivery, the Deliverables shall be deemed accepted.

8. INTELLECTUAL PROPERTY

Upon receipt of full and final payment of all outstanding fees:

- The Client receives a non-transferable, perpetual license to use the final website for business purposes.
- The Service Provider retains ownership of all underlying source code, development tools, frameworks, and proprietary systems unless otherwise agreed in writing.
- The Service Provider retains the right to display the completed project in its portfolio and marketing materials.
- The Client shall not copy, reproduce, reverse engineer, resell, redistribute, modify, or reuse the underlying code, framework, logic, or system without prior written consent of the Service Provider.
- The Service Provider reserves the right to reuse general frameworks and non-client-specific components for other projects.
- Any third-party libraries, plugins, frameworks, or open-source components used in the project remain subject to their respective licenses and are not owned by the Service Provider.

9. CONFIDENTIALITY

- Both Parties agree to maintain confidentiality of proprietary information, trade secrets, business data, and technical materials shared during the project.
- This obligation shall survive termination of this Agreement.

9.1 Indemnification

- The Client warrants that all content, trademarks, logos, images, text, data, and materials provided to the Service Provider do not infringe upon any third-party rights.
- The Client agrees to indemnify, defend, and hold harmless the Service Provider from any claims, damages, losses, or legal expenses arising from such materials.

10. HOSTING & SUPPORT

10.1 Hosting

Unless otherwise agreed:

- The Client shall be solely responsible for hosting, server maintenance, domain renewals, backups, security, and related operational costs.
- Initial domain registration, hosting setup, or server configuration costs may be included in the project fee where explicitly stated.
- All payments made towards domain registration, server hosting, third-party services, software licenses, APIs, plugins, or external tools are strictly **non-refundable under any circumstances** once purchased, activated, or provisioned.
- Such services are provided by independent third-party providers and are subject to their respective billing, usage, renewal, and refund policies.
- The Service Provider shall not be liable for any refund, cancellation, downtime, suspension, data loss, service interruption, pricing changes, or policy updates related to such third-party services.
- In the event of project suspension, cancellation, termination, or client non-payment, any hosting, domain, or third-party service costs already incurred shall remain non-refundable and fully payable by the Client.
- Renewal, upgrade, migration, backup, security, and maintenance of hosting services shall remain the sole responsibility of the Client unless otherwise agreed in writing

10.2 Post-Delivery Support

- Complimentary technical support for 3 months after deployment.
- After this period, support will be charged separately.

Support does not include new feature development or redesign.

10.3 Warranty Period

- The Service Provider provides a warranty period of Ninety (90) days after project deployment to fix technical bugs directly related to development.
- This warranty does not cover new features, scope changes, third-party updates, hosting issues, or modifications made by the Client.

10.4 Third-Party Services

The Service Provider shall not be responsible for failures, downtime, policy changes, pricing updates, or service interruptions of third-party services including hosting providers, payment gateways, APIs, plugins, or external software integrated into the project. The Service Provider does not guarantee uptime, performance, or uninterrupted availability of third-party services.

10.5 Data Protection & Compliance

- The Client shall be solely responsible for ensuring that the website and its operations comply with all applicable data protection and privacy laws in India, including the Digital Personal Data Protection Act, 2023 and any amendments thereto.
- The Service Provider shall not be responsible for the collection, storage, processing, or misuse of personal data by the Client or its end users.
- The Service Provider shall not be liable for any data breach, cyberattack, hosting failure, or third-party security incident beyond its reasonable control.
- The Client agrees to indemnify and hold harmless the Service Provider against any claims arising from non-compliance with data protection laws.

11. TERMINATION

11.1 Client Cancellation

- Cancellation within 24 hours: Full refund.
- After 24 hours: Deposit becomes non-refundable.
- If the Client cancels, abandons, or terminates the project after thirty percent (30%) completion, the remaining project fee shall become immediately due and payable to the Service Provider. Any work completed up to the date of termination shall be chargeable.

11.2 Termination for Breach

- Either Party may terminate this Agreement if the other Party materially breaches its obligations and fails to remedy within seven (7) days of written notice.
- Continued breach beyond fifteen (15) days shall entitle the non-defaulting Party to initiate legal recovery proceedings without further notice.

11.3 Survival

The provisions relating to Intellectual Property, Confidentiality, Indemnification, Limitation of Liability, Dispute Resolution, and Governing Law shall survive termination or expiration of this Agreement.

11.4 No Refund on Completed Work

Upon termination, any work completed, services rendered, or costs incurred by the Service Provider up to the date of termination shall remain payable and non-refundable.

12. LIMITATION OF LIABILITY

The Service Provider shall not be liable for:

- Loss of profits
- Business interruption
- Data loss
- Indirect or consequential damages
- Total liability shall not exceed the total project fee paid by the Client.
- The Service Provider shall not be responsible for data loss due to hosting failures, cyberattacks, or lack of backup maintenance by the Client.
- The Service Provider does not guarantee business performance, revenue, website traffic, search rankings, conversions, uptime, or profitability and shall not be liable for any business losses, missed opportunities, or performance expectations.
- The Service Provider shall not be liable for any actions, operations, legal violations, misuse, unlawful activity, or content published by the Client after delivery of the project.
- The Service Provider shall not be liable for any delay, failure, penalty, loss, or damage arising due to Client-side negligence, third-party dependency, or unauthorized modification after project delivery.

13. FORCE MAJEURE

Neither Party shall be liable for delays caused by events beyond reasonable control, including natural disasters, internet failures, server outages, government restrictions, or acts of God.

14. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of India.

Any disputes arising shall be subject to the exclusive jurisdiction of courts in _____ (City, State).

14.1 Dispute Resolution

- Any dispute, controversy, or claim arising out of or relating to this Agreement shall first be attempted to be resolved through mutual discussions between the Parties.
- If the dispute is not resolved within thirty (30) days, it shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- The seat and venue of arbitration shall be _____ (City, State), India.
- The arbitration proceedings shall be conducted in the English language.
- The award of the arbitrator shall be final and binding on both Parties.

14.2 Legal Costs

In the event of any dispute, breach, or recovery proceeding, the defaulting Party shall be liable for all legal fees, arbitration costs, collection charges, and related expenses incurred by the non-defaulting Party.

14.3 Legal Notice

Before initiating arbitration or legal proceedings, the aggrieved Party shall issue a written legal notice to the other Party providing fifteen (15) days to cure the breach. Failure to respond or remedy shall entitle the aggrieved Party to initiate legal action.

15. ENTIRE AGREEMENT

- This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements.
- Any amendments must be made in writing and signed by both Parties.
- If any provision is found unenforceable, the remaining provisions shall remain valid.
- Electronic signatures shall be considered legally binding.

16. NON-SOLICITATION

The Client agrees not to directly solicit, hire, or engage any employee or subcontractor of the Service Provider during the term of this Agreement and for a period of twelve (12) months thereafter without prior written consent.

17. SIGNATURES

By signing below, both Parties agree to the terms of this Agreement.

For the Service Provider

CORTINEX WEBSTUDIO

Signature: _____

Name: _____

Title: _____

Date: _____

For the Client

Signature: _____

Name: _____

Title: _____

Date: _____

Witness 1:

Signature: _____

Name: _____

Address: _____

Witness 2:

Signature: _____

Name: _____

Address: _____

This Agreement is executed voluntarily by both Parties after full understanding of its terms and legal implications.