

## Lumexia Technologies – Terms & Conditions

**Effective Date:** [Insert Date]

These **Terms & Conditions** (“Agreement”) govern the services provided by **Lumexia Technologies** (“Service Provider”) to the undersigned **Client**. By engaging with our services, the Client acknowledges and agrees to the following terms:

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### 1. Client Responsibilities

The Client agrees to provide all required materials and access necessary for project success, including but not limited to:

- Content, images, and branding assets (e.g., logos, color palettes, style guides)
- Access credentials for relevant platforms (e.g., hosting, CMS, app stores)
- Timely feedback during revision rounds or project milestones

Delays in submission of assets or responses may result in project timeline extensions or scheduling conflicts.

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### 2. Payments & Deposits

- A **non-refundable deposit** (typically **50%**) of the total project estimate is required to initiate work.
  - The **remaining balance** is due upon completion of the project, **prior to delivery** of final files, code, or credentials.
  - Delayed or incomplete payments may result in suspension of services and withholding of deliverables.
  - Late payments may be subject to a **5% monthly fee**.
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### 3. Ownership & Licensing

Upon receipt of full payment:

- The Client owns the final deliverables, including source code, graphics, and documents.
- Lumexia Technologies retains the right to display completed work in its portfolio, case studies, and promotional materials unless otherwise agreed in writing.
- All third-party tools or assets used are subject to their respective licenses.

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#### 4. Liability Disclaimer

Lumexia Technologies shall not be held liable for:

- Loss of revenue, data, or opportunities resulting from project delays, third-party software, updates, or misuse of deliverables after handoff
- Any issues arising from Client-managed hosting, plugin updates, or platform incompatibilities post-launch

Best practices are followed to ensure quality and stability at the time of delivery.

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#### 5. Project Timelines

- Project timelines are provided as estimates based on mutual availability and the agreed scope.
  - Delays caused by the Client—such as incomplete feedback, late payments, or additional change requests—may affect final delivery dates.
  - All timeline changes will be communicated and confirmed in writing.
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#### 6. Revisions & Scope Changes

- The Client is entitled to a specific number of revision rounds per project phase, as stated in the project proposal.
  - Any additional revisions or major changes to the original scope may require a **change order**, updated estimate, and revised timeline.
  - Change requests must be submitted in writing and approved before implementation.
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#### 7. Confidentiality & Data Security

Both parties agree to:

- Treat all shared project materials as confidential and not disclose them to third parties without written consent
- Protect sensitive client data in compliance with agreed privacy and security standards
- Use project data solely for the purpose of delivering the contracted services

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## 8. Termination of Agreement

This agreement may be terminated by either party with **written notice**. In such a case:

- The Client is responsible for payment of all work completed up to the date of termination
- Any unused portion of the deposit may be refunded at Lumexia Technologies' discretion
- Incomplete or unpaid work remains the intellectual property of Lumexia Technologies until full payment is received

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By signing below or continuing with Lumexia Technologies' services, both parties agree to be bound by the terms outlined in this Agreement.

**Client Name:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Lumexia Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_