

# **AETHUR TECH TERMS AND CONDITIONS**

Welcome to Aethur Tech! These Terms and Conditions (the “Terms”) govern your access and use of our services. By engaging in our services or using our website, you agree to comply with the following terms and conditions. Please read them carefully.

## **1. About Aethur Tech**

Aethur Tech is a business focused on providing mobile app design, website development, mobile development (Android, iOS, or cross-platform), and post-project support. Our services include offering consultations, wireframes, UI/UX design, full-stack development, and technical support for a specified period after project completion.

## **2. Services Offered**

Aethur Tech offers the following services:

### **2.1 App and Website Design**

We provide custom UI/UX design services, including the creation of wireframes and mockups for mobile apps and websites, along with iterative revisions based on client feedback.

### **2.2 Mobile Development**

Our mobile development services cover native Android, iOS, and cross-platform applications. We ensure that the apps are scalable, user-friendly, and optimized for performance.

### **2.3 Website Development**

Our web development services include creating responsive, custom-designed websites. We offer front-end and back-end development, including integrations with third-party services.

### **2.4 Support Services**

We offer two (2) months of free post-project support, which includes bug fixes and one (1) revision per week. Clients may opt into paid monthly support or long-term ongoing support after this period.

## **3. Consultation and Wireframe Creation**

### **3.1 Initial Consultation**

Clients will receive an initial consultation at no charge, during which Aethur Tech will gather information and requirements for the project. A wireframe or mockup will be developed based on this consultation.

### 3.2 Approval and Deposit

Once the wireframe or mockup is complete, Aethur Tech will present it to the client for approval. Upon approval, a **\$500 non-refundable deposit** will be required before further work, such as UI/UX design, begins.

## 4. Payment Terms

### 4.1 Flexible Payment Structure

After the deposit has been paid, the client may choose one of two payment options:

- **Option 1: Full Payment**

The client can pay 100% of the remaining balance after the design phase is completed.

- **Option 2: Payment Plan**

Clients may opt for a flexible payment structure that consists of:

- o 20% after design completion,
- o 20% after 25% of the project is developed,
- o 20% at the 50% development milestone,
- o 20% at the 75% milestone,
- o The final 20% upon full project completion.

### 4.2 Additional Fees

Additional fees will apply for revisions requested beyond the allowances specified in Section 5. These fees will be billed based on the complexity of the additional work requested.

## 5. Revisions Policy

### 5.1 Design Phase

Clients are entitled to unlimited revisions during the design phase. Aethur Tech will work closely with the client to ensure satisfaction before moving into the development phase.

### 5.2 Development Phase

During the development phase, the client is entitled to **three (3) revisions per week**. Additional revisions will incur fees based on the time and resources required to make the changes.

### 5.3 Support Phase

During the complimentary two-month support period, Aethur Tech will provide one (1) revision per week free of charge. Clients may request additional revisions for a fee or opt into extended support plans.

## **6. Subcontractors and Third-Party Vendors**

### **6.1 Use of Subcontractors**

Aethur Tech reserves the right to subcontract work for specialized services such as design, cybersecurity, and development tasks. The client will be informed of any subcontractors engaged during the project.

### **6.2 Contractor Agreements**

Any subcontractors hired by Aethur Tech will be bound by confidentiality and non-disclosure agreements to ensure client data security and project confidentiality.

### **6.3 Hiring Subcontractors Long Term**

Aethur Tech is considering becoming a C corporation in the future to facilitate the long-term employment of subcontractors. Any future changes to the company structure will not affect current client agreements.

## **7. Support and Maintenance**

### **7.1 Complimentary Support**

Aethur Tech provides two (2) months of free support following the completion of each project. This includes bug fixes and one (1) revision per week. The support does not include IT help desk services or unrelated inquiries.

### **7.2 Extended Support Plans**

Clients may opt for additional support after the two-month period. This can include monthly or long-term support options, which will be subject to separate agreements. Extended support includes prompt responses for bug fixes and revisions as agreed.

### **7.3 Limitations of Support**

Support is limited to bug fixes and minor adjustments. Aethur Tech is not responsible for IT help desk services or phone-based technical support.

## **8. Client Responsibilities**

### **8.1 Timely Feedback and Approvals**

The client agrees to provide all required materials, feedback, and approvals in a timely manner. Delays caused by the client may affect the project timeline and incur additional fees.

### **8.2 Ownership of Content**

The client must ensure that they have the legal rights to all content, images, and other materials provided to Aethur Tech for use in the project. Aethur Tech will not be held responsible for any copyright violations or other legal issues arising from the client-provided content.

## **9. Ownership of Deliverables**

### **9.1 Transfer of Ownership**

Upon full payment of the project, the client will own all rights to the deliverables, including source code, design files, and documentation.

### **9.2 Company Portfolio**

Aethur Tech reserves the right to use any completed project as part of its portfolio or marketing materials unless otherwise agreed in writing.

## **10. Confidentiality and Data Security**

### **10.1 Confidentiality**

Both parties agree to keep confidential any proprietary information, trade secrets, or sensitive data exchanged during the project. This obligation will remain in effect for three (3) years after the completion of the project.

### **10.2 Data Security**

Aethur Tech will implement industry-standard security measures to protect the client's data. However, Aethur Tech will not be liable for any data breaches caused by third-party vendors or subcontractors.

## **11. Limitations of Liability**

Aethur Tech will not be liable for any indirect, incidental, or consequential damages arising from the use of the deliverables. Aethur Tech's total liability shall not exceed the total amount paid by the client for the services provided under this Agreement.

## **12. Warranties and Disclaimers**

### **12.1 Performance Warranty**

Aethur Tech warrants that all services will be performed in a professional and timely manner. However, Aethur Tech does not guarantee that the deliverables will be error-free or meet specific performance benchmarks unless agreed upon in writing.

### **12.2 Third-Party Services**

Aethur Tech may integrate third-party services or software during the project. Aethur Tech is not responsible for any limitations or issues caused by third-party services or software.

## **13. Termination**

### **13.1 Termination by the Client**

The client may terminate the agreement at any time by providing written notice to Aethur Tech. Any work completed up to the point of termination will be billed, and any remaining payments will be due.

### **13.2 Termination by Aethur Tech**

Aethur Tech reserves the right to terminate the Agreement if the client fails to meet their obligations, including but not limited to failure to make timely payments or provide necessary feedback.

### **13.3 Effects of Termination**

Upon termination, all work will cease immediately. The client will retain ownership of any completed work for which payment has been received.

## **14. Dispute Resolution**

### **14.1 Negotiation**

Both parties agree to first attempt to resolve any disputes related to this Agreement through negotiation.

### **14.2 Arbitration**

If a resolution cannot be reached through negotiation, disputes will be settled by binding arbitration in Illinois, governed by Illinois law.

## **15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, United States.

## **16. Force Majeure**

Neither party shall be held liable for delays or failures to perform due to circumstances beyond their control, including but not limited to natural disasters, acts of war, pandemics, or government regulations.

## **17. Changes to the Terms**

Aethur Tech reserves the right to update or modify these Terms at any time. Clients will be notified of any significant changes. Continued use of our services after such changes will constitute acceptance of the revised Terms.

## **18. Miscellaneous**

### **18.1 Entire Agreement**

These Terms, along with any written agreements between Aethur Tech and the client, constitute the entire agreement between the parties.

### **18.2 Severability**

If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions will continue to be valid and enforceable.

### **18.3 Assignment**

The client may not assign or transfer any of their rights under these Terms without the prior written consent of Aethur Tech.

## **19. Contact Information**

If you have any questions about these Terms, please contact us at:

**Aethur Tech**

Email: