

Terms & Conditions

Welcome to Aurigital. These terms and conditions outline the rules and regulations for the use of Mainly Digital CR SA's (trade name: Aurigital) website and services.

Acceptance of Terms

By accessing this website and engaging in our services, we assume you accept these terms and conditions. Do not continue to use Aurigital if you do not agree to all of the terms and conditions stated on this page.

Services Offered

On-Brand Website Development

- We create websites using the latest technology trends and UI/UX design, including responsive design, SEO, UI/UX design, DNS setup, SSL setup. Additional functionalities can be developed or integrated upon customer request.

Peace of Mind Plan

- Subscription service for maintenance, support, updates, and security of the website post-development.

Service Limitations

- We create sites for clients who already have a defined brand. We do not create brands.

Service Delivery Process

Project Timeline and Milestones

- For each project, Aurigital will provide a custom timeline and set milestones based on the size and complexity of the project. The timeline includes specific stages, such as design, development, testing, and final delivery.

Peace of Mind Plan Process

Once a website is live and the client is subscribed to the Peace of Mind Plan, the following support and update process applies:

- **Support:** We address any issues that prevent the site from functioning properly, including those related to hosting, DNS, third-party integrations, SSL certificates, and site bugs. Support requests are acknowledged within 12 hours, and resolutions typically take up to a week. If the issue cannot be resolved within a week, alternative access methods to the site will be provided.
- **Updates:** Clients can request updates to their site, including adding fresh content, images, or videos. Update requests are acknowledged within 24 hours, and

completion usually takes between 1-3 weeks depending on the complexity. Longer or more complex updates require a separate purchase. Please note that only one update request can be open per customer at a time.

User Obligations and Conduct

User Responsibilities

- Provide all necessary information including brand assets, media assets, business information, and any resources required for the site.
- Complete reviews within 3 days of receiving the modified version of the project. Delays in the review process may result in project timeline delays.

Intellectual Property

Content Ownership

- Customers own all content created for their websites after one year on the Peace of Mind Plan.
- Aurigital retains the right to use the sites for promotional purposes and retains content rights for the first year after project publication.

Client-Provided Content

- Customers must ensure no copyright infringement in their provided content.

Payment Terms

Pricing and Payment

- Fixed price for website development, with a discount for a one-year Peace of Mind Plan subscription. Full price applies if not enrolling in the subscription.
- The first half of the development project fee is required to kick off the project. The second half is due 6 weeks after project start. The first payment for the Peace of Mind subscription is invoiced one month after the second payment and can be paid monthly, quarterly, or annually, with corresponding discounts.

Late Payments

- Services will be suspended until payment is received.

Refunds and Cancellations

Refund Policy

Refunds are provided under the following circumstances:

- If the project is canceled by Aurigital before the start date.

- If the customer cancels the project within 7 days of the initial payment, a full refund will be issued.

Cancellation Policy

- Customers can cancel at any time after the first year. If cancel before the first year, they must pay 40% of the remaining total.
- Upon termination, Aurigital will provide the source code (if owned by the customer). If third-party integrations are present, these functionalities will no longer work unless an offboarding fee is paid to adapt the code for functionality without integrations.

Disclaimers and Limitations of Liability

Warranties and Guarantees

- **Basic Warranty:** We guarantee our services will be performed with reasonable skill and care.
- **Satisfaction Guarantee:** If you're not satisfied with the initial design, you can request revisions until you're happy.

Limitations and Exclusions

- Our liability is limited to the amount paid for the service.
- We are not liable for any indirect, incidental, or consequential damages arising from the use of our services.
- We do not accept liability for third-party content, downtime due to third-party services, or search engine rankings.

12. Privacy Policy

Data Collection and Use

Aurigital is the sole owner of all information collected on this website. You acknowledge and consent that any information provided to Aurigital in connection with the use of this website may be used by Aurigital for its own purposes, including but not limited to marketing purposes, planning, product development and research purposes. Galileo may release this Information to third parties if required under any applicable law.

13. Termination of Services

Conditions for Termination

- Either party can terminate the service agreement after the first year. Termination by the customer before the first year, will require a fee of 40% of the remaining total.
- Upon termination, we will provide the source code to the customer. Third-party integrations will cease to function unless an offboarding fee is paid.

14. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Costa Rica.

15. Changes to Terms

- We reserve the right to modify these terms at any time. Clients will be notified via email of any significant changes.
- Terms are reviewed and updated yearly.

16. Additional Information

Backlinks

All Aurigital-developed websites will include a backlink to the Aurigital website at the bottom of the site. This backlink serves as a reference to the developer and cannot be removed without prior agreement.

Third-Party Services

We integrate and support third-party services. We take care of all third-party integrations and support the connection between the website and these services.

17. Client Scenarios

- **Disputes:** In case of disputes, clients must contact our support team to resolve the issue. If unresolved, either party may seek legal action in the governing jurisdiction.
- **Non-Performance:** If either party fails to perform their obligations, the other party has the right to terminate the agreement after giving written notice and a reasonable period to cure the breach.
- **Breach of Contract:** In case of a breach of contract, the affected party can seek damages and legal remedies as allowed under Costa Rican law.