TERMS AND CONDITIONS OF USE

1. INTRODUCTION

These Terms and Conditions of Use (the "Terms") govern the relationship between Raffi.website (the "Company") and the Client (the "Client") for the provision of web development services. By engaging the Company's services, the Client agrees to be bound by these Terms.

2. SCOPE OF SERVICES

The Company provides web development services as outlined in the project proposal or agreement. The Company is responsible for the technical implementation of the website based on the specifications and direction provided by the Client. The Company is not responsible for design or content strategy unless explicitly agreed upon in writing.

3. PAYMENT TERMS

- 3.1. **Deposit:** The Client is required to pay a 50% deposit of the total project cost before the commencement of any work. This deposit is non-refundable.
- 3.2. **Final Payment:** The remaining 50% of the project cost is due upon completion of the project and before the final deliverables are handed over to the Client.
- 3.3. **No Refunds:** The Company does not offer refunds for any payments made, including the initial deposit.

4. CLIENT RESPONSIBILITIES

- 4.1. **Direction and Content:** The Client is solely responsible for providing clear and detailed direction, specifications, and content for the website. This includes but is not limited to text, images, logos, and other media.
- 4.2. **Timely Feedback:** The Client is expected to provide timely feedback and approvals to ensure the project stays on schedule. Delays caused by the Client may result in additional charges.

5. INTELLECTUAL PROPERTY

- 5.1. **Ownership:** Upon full payment, the Client will own the intellectual property rights to the final deliverables. However, the Company retains the rights to any proprietary tools, frameworks, or code libraries used in the development process.
- 5.2. **Licenses:** The Client grants the Company a non-exclusive, royalty-free license to use any materials provided by the Client for the purpose of completing the project.

6. CONFIDENTIALITY

The Company agrees to keep confidential all non-public, sensitive information disclosed by the Client, except as required by law or with the Client's prior written consent.

7. LIABILITY

The Company shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the provision of services under these Terms, whether in contract, tort (including negligence), or otherwise.

8. TERMINATION

Either party may terminate this agreement upon providing written notice to the other party. Upon termination, the Client is responsible for paying all outstanding fees up to the date of termination.

9. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Los Angeles, California.

10. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the Company and the Client and supersede all prior understandings and agreements, whether written or oral, between the parties.

11. AMENDMENTS

The Company reserves the right to amend these Terms at any time. The Client will be notified of any changes, and continued use of the Company's services will constitute acceptance of the amended Terms.

12. CONTACT INFORMATION

For any questions or concerns regarding these Terms, please contact Raffi at raffi.website@gmail.com

Raffi.website
