

Website Design, Development, and Hosting Services Agreement

This Agreement outlines the terms and conditions of the services provided by Avia Consultancy Services/Alex Ben ("Service Provider") to the client ("Client"). By utilizing our services, the Client agrees to adhere to the terms set forth herein.

1. Domain Name Registration, Website Design, and Development Services

The Service Provider agrees to provide domain name registration, website design, and development services to the Client. The design and development of the website will be carried out in accordance with the specifications and requirements outlined by the Client, subject to the approval of the final design before launch.

1.1 Website Design Specifications

- **Global Design Impact:** Website design elements are global across the website, meaning changes in one format may affect the entire website's layout and structure. Any request for changes that impacts the global design may incur additional charges and time for redesign.
- **Static Website:** The website will consist only of static pages with static content unless specified otherwise in the invoice or agreement. Dynamic content or designs must be explicitly mentioned in the agreement and finalized before the initial payment for the website.
- **Page Limitations:** The website will include a maximum of **5 static pages**, including the homepage. This includes any links to other pages through direct or indirect content or navigation menus. External links, such as links to social media pages or third-party sites, are excluded from this count. Any additional pages beyond this limit will incur extra charges.
- **Dynamic Pages:** Any dynamic pages, including those with interactive content, will be charged separately on a **per page and content basis**.
- **Additional Features:** Any additional features or services, not specified in the invoice or agreement, will be considered outside the scope of this contract and may be discontinued without prior notice.

1.2 Definition of "One Web Page"

- **Screen Size and Scrolling:** A **single web page** is defined as a page whose content fits within **up to 4 screens of the typical user's device** when scrolled down. Each screen refers to the visible area of content rendered in the browser window (the viewport) based on standard screen resolutions. For instance, on a device with a resolution of **1920px width by 1080px height**, a page will be considered one web page if its total content does not extend beyond 4 screen lengths in height when scrolled.
- **Legal and Technical Specifications of a Screen:**
 - **Viewport Size (Legal):** The screen size is considered the **viewport** size, which is the visible area on a device screen (mobile, tablet, desktop) at any given time. It is measured in pixels and varies according to device type.
 - **Technical Definition:** For technical purposes, a "screen" will be defined as a scrollable area that measures approximately **1080px in height** and **1920px in width**, subject to the specific device and screen resolution. For mobile devices, this may be reduced to smaller dimensions based on the common standards for mobile screen resolution.
 - **Content Structure:** If a webpage exceeds four screen lengths in height, it will be considered as multiple pages, or the Client will be billed for additional design and development work required to properly divide the content and create user-friendly navigation.

2. Hosting Services

The Service Provider offers hosting services through a third-party hosting provider operating in a shared hosting environment. The Service Provider will facilitate the hosting process and assist with the transfer of domain names and files. However, the Service Provider does not have direct control over the third-party hosting provider's infrastructure, uptime, or any limitations set by the hosting provider.

2.1 Fair Usage Policy for Hosting Services

- **File Upload Restrictions:** The Client is permitted to upload only **JPEG images** and **PDF documents** to the website. Any other file types are prohibited unless prior written consent has been obtained from the Service Provider. Uploading unsupported file types without approval may lead to service suspension.
- **File Size Limit:** The Client agrees to upload only files that are no larger than **2MB** in size. Files exceeding this limit may result in upload errors or other service issues.
- **Total File Storage Size:** The total size of all files and documents stored on the server, including images, documents, and any other content, must not exceed **2 GB**. If the total storage exceeds this limit, additional charges may apply, or the Client may be required to delete or migrate files to a different storage solution.
- **Prohibited Files and Content:** No file or data should be stored on the server that is not directly or indirectly used in the website. The server and website should not be used for personal data storage or transfer under any circumstances. Any violation of this may result in discontinuation of services without a refund.
- **Email Services:** Email accounts will be provided using third-party POP services. The Service Provider is not responsible for retaining email data on the server. The Client is solely responsible for backing up and preserving their emails. Disruptions due to viruses, spam, or unforeseen circumstances affecting the server may occur, and the Service Provider will not be held liable for any data loss.

3. Payment Terms

- **Authorization for Payment Pages:** Pages that involve payment processing (e.g., e-commerce, subscription services) will require authorization from relevant stakeholders such as banks or other governing authorities. All tasks related to authorization, verification, and any necessary compliance processes fall under the Client's responsibility.
- **Payment Schedule:** The Client agrees to pay all fees related to domain registration, website design, development, and hosting services as outlined in the service agreement or invoice.
- Payments for services will be made in accordance with the agreed payment schedule. Failure to make timely payments may result in service suspension or termination.

4. Ownership and Transfer of Domain and Website Design

- **Domain Name Ownership:** The **domain name** will not be transferred during the service period as outlined in the invoice. Any request for domain transfer during or after the service period will incur additional charges. The Client acknowledges that the domain name ownership remains with the Service Provider until such transfer is completed, as per mutual agreement and payment of applicable fees.
- **Website Design and Code Ownership:** The **website design and associated code** are the intellectual property of the Service Provider. The Client will not own the design or the code and may not transfer, sell, or distribute the design or code to any third party under any circumstances. The Client will only receive and own the content/data that they have provided for display on the website. This data/files will be transferred back as available on the server at the end of the service period, upon the termination of this agreement.

5. Unauthorized Use

- **Admin Area Usage:** Any attempt to use the admin area or any other provisions provided for uploading or editing any part of the website for unauthorized purposes such as spam or malicious activities will result in the immediate discontinuation of services. In such cases, a fine equivalent to the full invoice amount may be imposed. Additionally, service disruption may occur to restore the website's functionality in accordance with the Fair Usage Policy or the hosting provider's terms.

6. Liability Limitation

- **Unforeseen Circumstances:** The Service Provider will not be held responsible for any losses or damages incurred due to unforeseen circumstances, including but not limited to server downtime, hacking, data breaches, or any force majeure events. The Client is strongly advised to maintain regular backups of all website data and content. The Service Provider is not responsible for any loss of data or business operations as a result of server issues or other unforeseen events.

7. Termination of Services

Either party may terminate this agreement with written notice if the terms and conditions are violated. Upon termination, the Client will remain responsible for any outstanding payments and no refund will be provided under any circumstances.

8. Indemnity

The Client agrees to indemnify and hold the Service Provider harmless from any claims, damages, or losses arising from the Client's use of the services, including any claims related to content uploaded to the hosting environment, website operation, or any violations of this agreement.

9. Changes to the Agreement

The Service Provider reserves the right to modify or update the terms of this agreement, including the fair usage policy, as necessary. The Client will be notified of any significant changes on registered Email ID, user is advised to visit this section regularly to check for any modifications.
