

WEBSITE DEVELOPMENT SERVICE CONTRACT (Version 1)

Terms & Conditions and Service Agreement

Service Provider :

Nisarg

Vadodara, Gujarat, Bharat

This document consists of two parts :

Part 1 - Terms and Conditions (governing all engagements)

Part 2 - Service Agreement (project-specific, to be completed and signed)

By signing Part 2, the Client confirms having read, understood, and agreed to be bound by the Terms and Conditions set out in Part 1, which are incorporated into and form an integral part of the Service Agreement.

TERMS AND CONDITIONS

Freelance Website Design, Development, Production and Maintenance
Services

These Terms and Conditions ("Terms") govern all website design, development, and maintenance services ("Services") provided by **Nisarg**, an independent freelance web development service provider based in Vadodara, Gujarat, Bharat ("I", "me", "my", "Service Provider"), to any client engaging these Services ("Client", "you"). By engaging my Services, discussing scope on a Zoho Meeting consultation call, making a payment, or signing the Service Agreement in Part II, the Client agrees to be bound by these Terms.

Scope of Services

I provide custom website design, development, production and maintenance services, offered through two distinct engagement models described below. The exact scope, features, and deliverables for any project will be finalised in writing (Email) before work begins, and will form part of the binding agreement between the Service Provider and the Client.

Engagement Models

Model A - One Time Payment (Full Ownership Transfer)

- The website is built and delivered as a single, one-time project (Database, Github, hosting, Environment Variables, API Keys, and other account credentials & access will be delivered securely)
- On final payment, after giving invoice, a complete source code via Local Files & Github Repository and all associated access credentials (Database, Hosting, Admin, CMS, Environment Variables, API Keys, etc) are handed over to the Client securely and in full.
- Once handover is complete, the Client is solely responsible for the security, maintenance, updates, and hosting of the website. The Service Provider bears no further liability for the website's performance or security post-handover, save for any warranty period expressly agreed in writing.

Model B - Contract Based (Ongoing / Retainer)

- An initial build fee is charged for design, development and production (all together), classified as Simple / Medium / Complex (see Clause 3 - Project Classification and Pricing).
- The Service Provider retains the source code and all associated access credentials (Database, Hosting, Admin, CMS, Environment Variables, API Keys, etc), and is responsible for the security, uptime, and smooth functioning of the website for the duration of the engagement.
- Any subsequent change requests, feature additions, or updates requested by the Client will be independently scoped, classified (Simple / Medium / Complex), and charged accordingly.
- This model is governed by the signed Service Agreement in Part 2, setting out obligations, payment terms, and consequences of breach for both parties.

- Upon termination of a Model B engagement, handover of source code and access shall be governed by Clause 16 (Termination) of the Service Agreement.

Project Classification and Pricing

All projects (initial builds and, under Model B, subsequent update requests) are classified into one of three tiers based on complexity, scope, number of pages / features, integrations required, and development effort :

Tier	Indicative Scope
Simple	Static / brochure sites, landing pages, minor content or design updates, basic forms, etc.
Medium	Multi-page dynamic sites, CMS_driven sites, moderate integrations (payment gateway, booking, basic e-commerce), etc.
Complex	Custom web applications, advanced e-commerce, third-party API / system integrations, custom backend / database, etc.

The exact tier and final quote for a given project or update request will be communicated and mutually agreed upon during the Zoho Meeting consultation call, and confirmed in writing (Email) before work begins. The service Provider reserved the right to revise the quoted tier if the Client's requirements materially change after work has commenced; any such revision will be communicated before additional work is undertaken.

Third-Party and Infrastructure Costs

Domain registration, web hosting, SSL certificates, database services, server costs, and any third-party software licences or paid API's required for the project are billed separately and are payable directly by the Client ("Client Wallet"). These costs are distinct from, and in addition to, the Service Provider's service charge. Under Model B, these recurring costs continue to be borne by the Client for as long as the Service Provider manages the hosting / infrastructure on the Client's behalf, unless otherwise agreed.

Payment Terms

- An advance payment (as agreed during the Zoho Meeting Consultation, typically 50% of the quoted fee) is payable before work commences. The balance is payable on completion / handover, or per milestones agreed in writing.
- For Model B update requests, payment for each update is due before or upon delivery, as agreed per request.
- Applicable taxes (including GST, if the Service Provider is registered and liable to charge it), as agreed per request.
- Delayed payments beyond the agreed due date may attract a late fee of 2% per month (or part thereof) on the outstanding amount, and / or suspension of work and / or access after 15 days of the due date, at the Service Provider's discretion, with prior notice to the Client.
- All payments and invoices will be documented in writing for both parties' records.

Refund and Cancellation Policy

If the Client cancels a project after work has commenced but before final delivery, the advance/payments already received shall be adjusted against the value of work completed up to the date of cancellation (based on hours logged, milestones reached, or proportion of agreed scope delivered, as reasonably assessed by the Service Provider), and only the balance amount, if any, shall be refunded to the Client within a reasonable time. No refund shall be due once a project has been fully delivered/handed over (Model A) or once an update/change request has been completed and delivered (Model B). Any third-party costs (domain, hosting, etc.) already incurred on the Client's behalf are non-refundable by the Service Provider in any case.

Intellectual Property and Source Code

Under Model A, full ownership of the source code, design assets, and content created specifically for the project transfers to the Client upon receipt of final payment, subject to Clause 8 (Third-Party Assets). Under Model B, ownership and custody of the source code and hosting/server access remain with the Service Provider for the duration of the engagement; the Client is granted a right to use the live website for its business purposes. Source code and access under Model B may be handed over to the Client upon lawful termination of the agreement, subject to settlement of all outstanding dues, as further detailed in the Service Agreement. These provisions are governed, where applicable, by the Copyright Act, 1957 (as amended), which recognises computer source code as a literary work capable of copyright protection.

Third-Party Assets and Licences

Any third-party themes, plugins, stock images, fonts, or libraries used in the project remain subject to their respective original licences, and are not owned by either party by virtue of this engagement. The Client is responsible for renewing any such third-party licences required for continued use post-handover (Model A) or as advised by the Service Provider (Model B).

Portfolio & Showcase Rights

The Service Provider retains the right to display, reference, and showcase the completed website (including screenshots, design elements, and a general description of the work performed) in the Service Provider's personal portfolio, LinkedIn profile, website, and other professional/promotional materials, for the purpose of demonstrating past work to prospective clients. This right survives handover (Model A) and continues during and after a Model B engagement. The Service Provider shall not disclose the Client's confidential business information, credentials, or non-public data in the course of such showcasing. The Client may request, in writing, that a specific project be excluded from such showcasing (e.g., due to confidentiality requirements or an NDA), and the Service Provider shall honour any such reasonable written request made prior to or at the time of engagement.

Revisions & Change Requests

A reasonable number of revisions to the originally agreed scope will be included during development, as specified at the time of quoting. Requests that go beyond the agreed scope, or that are raised after final delivery/handover, will be treated as new change requests and classified and charged per Clause 3.

Timelines & Delays

Estimated delivery timelines will be communicated at the start of each project. Timelines are contingent on the Client providing timely content, feedback, approvals, and access credentials where required. Delays attributable to the Client (including delayed feedback or non-payment of milestones) will proportionately extend the delivery timeline, and the Service Provider shall not be liable for the same.

Confidentiality

Both parties agree to keep confidential any proprietary business information, credentials, or data shared during the course of the engagement, and not to disclose the same to any third party without prior written consent, except where disclosure is required by law.

Data Protection

Where the Service Provider has access to personal data of the Client or its end-users (e.g., through hosting, databases, or forms) under Model B, reasonable security practices shall be maintained in line with the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and the Digital Personal Data Protection Act, 2023, to the extent applicable. The Client remains responsible for ensuring its own compliance obligations (e.g., privacy policy, consent mechanisms) for data collected through the website.

Warranty & Support

Unless otherwise agreed in writing, a 15-day bug-fix warranty period (for defects in the originally delivered scope, not new features) is offered post-delivery. Ongoing support beyond this period, or under Model A after handover, is chargeable separately.

Limitation of Liability

The Service Provider's total liability arising out of or in connection with the Services shall not exceed the total fees paid by the Client for the specific project/update in question. The Service Provider shall not be liable for indirect, incidental, or consequential losses, including loss of business, revenue, or data, except in cases of proven gross negligence or wilful misconduct.

Termination

Either party may terminate an ongoing (Model B) engagement by providing written notice, subject to settlement of all outstanding dues for work completed. Handover of source code and access upon termination will be governed by the terms of the Service Agreement.

Dispute Resolution & Governing Law

In the event of any dispute arising out of or relating to these Terms or any engagement hereunder, both parties shall first attempt to resolve the matter amicably through discussion, including via a Zoho Meeting. If the dispute remains unresolved within 30 days of it being raised, it shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended), by a sole arbitrator mutually appointed by both parties. The seat and venue of arbitration shall be Vadodara, Gujarat, Bharat and proceedings shall be conducted in English. These Terms shall be governed by and construed in accordance with the laws of Bharat, including the Indian Contract Act, 1872 and the Information Technology Act, 2000, and the courts at Vadodara, Gujarat shall have exclusive jurisdiction, subject to the arbitration clause above.

Amendments

The Service Provider reserves the right to update these Terms from time to time. Continued engagement of Services after such updates constitutes acceptance of the revised Terms. For any active signed Service Agreement, the terms of that specific agreement shall prevail over any general update to these Terms.

Acceptance

Engaging the Service Provider's services, making any payment, or signing the Service Agreement in Part 2 constitutes the Client's acknowledgement and acceptance of these Terms and Conditions in full.

PART 2

WEBSITE DEVELOPMENT AND MAINTENANCE SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into on this ____ day of _____, 20____, at _____ (Place), by and between: **Nisarg** an independent freelance web development service provider, based at Vadodara, Gujarat, Bharat, having address at _____, PAN: _____ (hereinafter referred to as the "**Service Provider**", which expression shall, unless repugnant to the context, include their legal heirs, representatives, and assigns), of the FIRST PART;

AND

_____ (Name of Client / Business),
having _____ address _____ at _____,
_____ hereinafter referred to as the "**Client**", which expression shall, unless repugnant to the context, include its successors and permitted assigns), of the SECOND PART. (The Service Provider and the Client are hereinafter individually referred to as a "Party" and collectively as the "Parties".)

WHEREAS :

(a) The Client desires to engage the Service Provider for the design, development, and/or ongoing maintenance of a website, on the terms set out herein; and

(b) The Client confirms having read and expressly agreed to the Terms and Conditions set out in Part 1 of his document, which are incorporated herein by reference and form an integral part of this Agreement; and

(c) The Service Provider has agreed to render such services subject to the terms and conditions contained in this Agreement and the incorporated Terms and Conditions.

NOW, THEREFORE, the Parties agree as follows:

Engagement Model Selected

The Parties select the following engagement model for this project (tick as possible) :

- ☐ Model A : One-Time Payment (Full Ownership Transfer on final payment)
- ☐ Model B : Contract- Based (Ongoing Retainer, Service Provider retains code and access)

Scope of Work

Project description / requirements (as finalised during the Zoho Meeting Consultation) :

Classification	Initial Build Fee	Notes
☐ Simple ☐ Medium ☐ Complex		

Under Model B, each subsequent update / change request shall be separately classified (Simple / Medium / Complex) and invoiced, per the Terms and Conditions in Part 1.

Payment Schedule

Advance payment : _____ (50% of fee), payable before commencement of work.

Balance payment : _____ , payable on : ☐ Delivery / Handover ☐ Milestones basis (specify : _____).

Payment mode : _____. Applicable GST / taxes, if any, shall be additional.

Refund and Cancellation Policy

If the Client cancels this engagement after work has commenced but before delivery/handover, amounts already paid shall be adjusted against the value of work completed up to the date of cancellation (based on milestones reached or proportion of agreed scope delivered, as reasonably assessed by the Service Provider), and only the remaining balance, if any, shall be refunded to the Client within a reasonable time. No refund shall be due once the project (or, under Model B, a specific update/change request) has been fully delivered. Any third-party costs (domain, hosting, etc.) already incurred on the Client's behalf are non-refundable in any case.

Third-Party and Infrastructure Costs

Domain, hosting, SSL, database, server, and third-party licence / API costs shall be born directly by the Client, billed separately from the Service Provider's fee above, and are estimated at approximately _____ per (☐ month / ☐ year), subject to actuals.

Timeline

Estimated project start date : __ day of _____, 20____.

Estimated delivery date : __ day of _____, 20____, subject to timely Client inputs and approvals.

Intellectual Property, Source Code & Access

Under Model A: Full source code via Local Files and Github, Design Files, and all associated access credentials (Database, Hosting, Admin, CMS, Environment Variables, API Keys, etc) shall be transferred to the Client upon receipt of full and final payment, free of further claim by the Service Provider, save for any pre-existing third-party licensed components.

Under Model B: Full source code via Local Files and Github, Design Files, and all associated access credentials (Database, Hosting, Admin, CMS, Environment Variables, API Keys, etc) shall remain in the custody of the Service Provider for the term of this Agreement. The Service Provider shall be solely responsible for the security, backup, and smooth functioning of the website during this period, and shall exercise reasonable professional care and industry-standard security practices in doing so. Rights in the underlying source code, as a literary work under the Copyright Act, 1957, shall be held/licensed as agreed between the Parties and specified here:

_____.

Portfolio & Showcase Rights

The Service Provider retains the right to display, reference, and showcase the completed website (including screenshots, design elements, and a general description of work performed) in the Service Provider's personal portfolio, LinkedIn profile, and other professional/promotional materials, for the purpose of demonstrating past work to prospective clients, both during and after the term of this Agreement, without disclosing the Client's

confidential business information or non-public data. The Client may request in writing, at the time of signing this Agreement, that this specific project be excluded from such showcasing:

☐ Client requests exclusion of this project from portfolio/showcase.

Confidentiality

Each Party shall keep confidential all proprietary, technical, and business information disclosed by the other Party during this engagement, and shall not disclose the same to any third party without prior written consent, except as required by applicable law. This obligation shall survive termination of this Agreement for a period of 2 years.

Data Protection & Security

Where the Service Provider processes any personal data belonging to the Client or its end-users, it shall implement reasonable security practices in accordance with the Information Technology Act, 2000, applicable rules made thereunder, and the Digital Personal Data Protection Act, 2023, to the extent applicable, and shall promptly notify the Client of any suspected data security breach.

Term & Termination

This Agreement shall commence on the date first written above and, under Model B, shall continue until terminated by either Party upon 30 days' prior written notice to the other Party. Upon termination, the Client shall settle all outstanding dues for work completed, following which the Service Provider shall hand over the source code and access credentials within 15 days. The Service Provider may suspend access / services in case of non-payment beyond 15 days of the due date, upon prior written notice.

Force Majeure

Neither Party shall be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to natural disasters, internet / server outages of third-party providers, governmental action, or other events of force majeure.

Limitation of Liability

The Service Provider's aggregate liability under this Agreement shall not exceed the total fees paid by the Client under this Agreement, save in cases of proven gross negligence or wilful misconduct. Neither Party shall be liable for indirect or consequential damages.

Breach & Legal Recourse

In the event either Party fails to observe or perform any of its obligations under this Agreement, the aggrieved Party shall first notify the other Party in writing of such breach and afford a reasonable opportunity (not less than 15 days) to remedy the same through discussion/negotiation, including via a Zoho Meeting. If the breach remains unresolved, the aggrieved Party shall be entitled to pursue legal remedies, including arbitration as set out in Clause 16, and / or claim damages as permissible under the Indian Contract Act, 1872.

Dispute Resolution, Jurisdiction & Governing Law

Any dispute arising out of or in connection with this Agreement, if not resolved amicably within 30 days, shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, before a sole arbitrator mutually appointed by the Parties. The seat of arbitration shall be Vadodara, Gujarat, Bharat, and the proceedings shall be conducted in the English language. This Agreement shall be governed by the laws of India, and courts at Vadodara, Gujarat shall have exclusive jurisdiction, subject to the arbitration clause above.

Non-Solicitation

During the term of this Agreement and for 6 months thereafter, neither Party shall directly solicit for hire the employees or sub-contractors of the other Party engaged in this project, without prior written consent.

Entire Agreement and Amendments

This Agreement, together with the Terms and Conditions in Part 1, constitutes the entire understanding between the Parties and supersedes all prior discussions. Any amendment shall be valid only if made in writing and signed by both Parties.

Stamp Duty

This Agreement shall be executed on stamp paper of appropriate value, or e-stamped, as required under the Gujarat Stamp Act, 1958 (or the corresponding stamp legislation of the State in which the Client is based, if different), to ensure its admissibility as evidence before a court of law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above, the Client having read, understood, and agreed to both Part 1 (Terms and Conditions) and Part 2 (Service Agreement) of this document in full.

For the Service Provider (Witness 1)

Signature : _____

Name : _____

Date : __ day of _____, 20__

Place : _____

For the Client (Witness 2)

Signature : _____

Name : _____

Date : __ day of _____, 20__

Place : _____