



Website Design Terms & Conditions

1. Introduction These Terms and Conditions ("Agreement") govern the provision of website design services ("Services") offered by ZOMA ("Company"). By engaging our Services, you ("Client") agree to be bound by these terms.

2. Services ZOMA will provide website design and development services based on the requirements and specifications provided by the Client. These services include, but are not limited to, website layout, structure, design, functionality, and usability improvements.

3. Payment Terms

- **Project Quote:** The cost for the website design will be quoted before work begins.
- **Deposit:** A non-refundable deposit of 50% is required upfront to secure our services.
- **Payment Schedule:** Payment will be due based on milestones or upon project completion, as outlined in the agreed quote.
- **Final Payment:** The final payment is required prior to the website launch or handover of final deliverables.

4. Timeline ZOMA will provide a project timeline that is subject to change depending on Client response times and any scope changes. ZOMA will not be responsible for delays caused by the Client.

5. Client Responsibilities

- **Content Delivery:** The Client agrees to provide all necessary content (text, images, videos, etc.) in a timely manner. Delays in providing content may result in project delays.
- **Revisions:** A set number of revisions (usually 3 rounds) are included in the initial quote. Any additional revisions may incur additional charges.

6. Intellectual Property

- **Ownership:** Upon full payment, the Client will own the final website design. ZOMA retains ownership of any design concepts or materials that were not chosen by the Client.
- **Third-Party Licenses:** The Client is responsible for obtaining any necessary licenses for third-party software or assets (e.g., stock photos, fonts) used in the website.

7. Hosting Costs do not include domain name registration or website hosting costs (unless otherwise stated).

8. Host by Third Party ZOMA does not manage the hosting and does not have control over the status of hosting, domain renewals or email. All technical aspects of websites must be referred to your service provider. We will, however, request feedback from your provider via email if you

need assistance. This time may be billed. ZOMA will not be liable for any downtime or issues associated with a third party hosting or domain provider.

9. Errors A project will only be released once it has been proofed and accepted by the client. Therefore we take no responsibility for website content errors.

10. Warranty and Support ZOMA will provide a 30 day support period after project completion for bug fixes and minor adjustments. Additional support, updates, or maintenance beyond this period will be charged separately.

11. Cancellation and Refund Policy The Client may cancel the project at any time; however, any payments made up to the date of cancellation are non-refundable. If ZOMA has started work on the project, the Client may be required to pay for work completed up to the point of cancellation.

12. Confidentiality ZOMA agrees to keep all Client information and project details confidential unless required by law or necessary for the project's completion.

13. Limitation of Liability ZOMA shall not be liable for any loss or damage (including indirect or consequential loss) arising from the use or inability to use the website. The Client agrees to indemnify and hold ZOMA harmless from any claims arising from the content or operation of the website.

14. Termination Either party may terminate the agreement if the other party commits a material breach of any of the terms of this agreement.

15. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the Irish State and Government.

16. Amendments ZOMA reserves the right to update these terms and conditions at any time. Clients will be notified of any significant changes.