Terms

These terms form the contract you accept in the onboarding form.

1. Parties

Provider: Alex Nazarie PFA, registered in Romania, trading as **Peak Lumen** ("the Provider"). Registration number, tax ID and address: [to be added]. Email: contact@peaklumen.net.

Client: as filled in the onboarding form ("the Client").

2. Subject

The Provider will design and build a presentation website for the Client, as described in the chosen package and in Annex 1 (Project Brief).

3. Package and scope

Chosen package: as selected in the onboarding form.

- **Basic:** up to 8 pages, one language, responsive design, contact form, delivered as a ready-to-upload archive.
- **Plus:** everything in Basic, plus up to 15 pages, an optional second language, upload to the Client's hosting and domain connection, a link to the Client's Google Business Profile and Google Search Console setup.

Anything not listed in the package or Annex 1 (extra pages, online shop, booking systems, logo design, photography, etc.) is outside the scope and will be quoted separately.

4. Price

Total price: as shown in the onboarding form before payment, in EUR or USD, including any extras chosen there.

For Romanian clients paying in RON, prices quoted in EUR are converted at the official BNR exchange rate on the date this contract is signed.

VAT, if applicable, is shown on the invoice.

5. Payment terms

1. **50% deposit** is due upon signing. Work starts only after the deposit is received.
2. **The remaining 50%** is due upon delivery of the finished website, before the final files are handed over or published.
3. Payment methods: the deposit is paid by card through Stripe. The remaining amount is paid by Stripe payment link or by bank transfer to the account shown on the invoice. Any transfer fees on the Client's side are paid by the Client.
4. Invoices are issued for each payment.
5. If the final payment is not received within 7 days of delivery, the Provider may suspend the project, and the deposit is not refunded.

6. Timeline

Estimated delivery: 7 working days, or 3 days with rush delivery, from the later of (a) receipt of the deposit and (b) receipt of all content from the Client (texts, images, logo, contact details, access data).

Delays caused by late content or feedback from the Client extend the timeline accordingly.

7. Client responsibilities

The Client provides all content needed for the website and confirms they hold the rights to use it (texts, images, logos, trademarks). The Client is responsible for the accuracy and legality of this content.

8. Revisions

The price includes **two rounds of revisions** after the first version is presented. Further changes are quoted before the work starts.

If the Client does not respond within 14 days of receiving a version, that version is considered accepted.

8a. Additional terms

1. **Late payment:** amounts not paid on time carry a penalty of 0.1% per day of delay.
2. **Client inactivity:** if the Client sends no content or reply for 30 days, the project is closed and the deposit is kept. Restarting it is quoted separately.
3. **Change of direction:** a substantially different design requested after the first version is approved counts as new work, not a revision.
4. **Third-party costs:** paid fonts, plugins, stock images or external services are paid by the Client.
5. **Written approval:** approvals and change requests sent by email count as written confirmation.
6. **Footer credit:** the website includes a small "Website by Peak Lumen" credit in the footer. It is removed free of charge at the Client's request.

8b. Further protections

1. **Legal texts:** the Provider includes basic privacy policy and cookie texts based on the information supplied by the Client in Annex 2. The Client is responsible for their accuracy and for the website's legal compliance (including GDPR).
2. **No guaranteed results:** the Provider does not guarantee search engine rankings, traffic, leads or sales.
3. **Backups:** after delivery, keeping copies and backups of the website is the Client's responsibility.
4. **Force majeure:** delays caused by illness or events beyond the Provider's control extend the deadline without penalty.
5. **Content refusal:** the Provider may refuse to publish content that is illegal, offensive or infringes third-party rights.
6. **Browser support:** the website is built for the current versions of the main browsers (Chrome, Safari, Firefox, Edge) on desktop and mobile.

9. Delivery and acceptance

The website is delivered as a ready-to-upload archive and/or published on the Client's hosting (Plus package). Delivery is considered complete when the files are handed over or the site is published.

10. Domain and hosting

Domain and hosting are not included unless agreed in writing. They are purchased by the Client and registered in the Client's name. The Provider may advise on choosing them.

11. Intellectual property

After full payment, the Client receives the rights to use, modify and publish the delivered website. Until full payment, all rights remain with the Provider.

The Provider may show the project (screenshots and link) in their portfolio, unless the Client objects in writing.

12. Error fixes and maintenance

The Provider will fix, free of charge, errors on the Provider's side (broken links, forms not sending, display bugs) reported within 14 days of delivery. Changes made by the Client or third parties, hosting issues, and new features are not covered.

The Client may also order the optional maintenance plan, billed monthly and separately from this contract. It includes small text or photo changes (up to 30 minutes a month), a monthly check that the website and forms work, and domain renewal reminders. It can be cancelled at any time.

13. Liability

The Provider's total liability under this contract is limited to the amount paid by the Client. The Provider is not liable for indirect losses, such as lost profits, or for issues caused by hosting providers or third-party services.

14. Cancellation

Either party may terminate this contract in writing.

- If the Client cancels after work has started, the deposit is not refunded.
- If the Provider cancels without fault of the Client, the Provider refunds the payments for work not delivered.

15. Confidentiality

Both parties keep confidential any non-public information received from the other.

16. Governing law and disputes

This contract is governed by Romanian law. The parties will first try to settle disputes amicably. Failing that, disputes go to the competent courts in Romania.

17. Signatures

This contract may be signed electronically. Each party keeps a signed copy. The contract is available in English and Romanian. The version the Client accepted in the onboarding form is the binding version of the contract.

Annex 1 – Project Brief

As filled in the onboarding form.

Annex 2 – Privacy and cookie information

As filled in the onboarding form.