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General Terms and Conditions for Website Development Services

1. Introduction

These terms and conditions govern the platform development, systems architecture, and operations engineering services provided by Fishtankproduction. By engaging our services, the client agrees to abide by these terms.

2. Services Provided

Fishtankproduction delivers custom platform development and systems architecture services. This includes but is not limited to: operational platform design, multi-system integration, data modelling, backend infrastructure, frontend interface development, authentication and access control, API design, third-party service integration, deployment, and ongoing systems support. All solutions are purpose-built for the client's operational requirements.

3. Technology & Architecture

Solutions are built on modern, production-grade technology stacks selected for performance, scalability, and maintainability. Core technologies include server-rendered application frameworks, utility-based styling systems, cloud-hosted backend infrastructure (authentication, database, serverless functions, storage), and progressive web application (PWA) standards. Specific technology choices are documented in the project plan and may be adapted to suit each engagement.

4. Custom Platforms vs. Off-the-Shelf Solutions

Custom-built platforms offer tailored architecture, full ownership, optimised performance, and the flexibility to evolve with the client's business. Off-the-shelf solutions (template builders, generic SaaS tools) offer faster initial setup but impose constraints on customisation, data ownership, integration capability, and long-term scalability. Fishtankproduction specialises exclusively in custom platform development.

5. Development Process

All engagements follow a structured delivery process:

- Discovery & Planning: Understanding client operations, defining system scope, data architecture, and delivery milestones.
- Architecture & Design: Structuring the platform's technical foundation, interface design, and system boundaries.
- Development & Integration: Building frontend interfaces, backend services, data pipelines, and third-party integrations.
- Testing & Quality Assurance: Functional testing, performance validation, and user acceptance review.
- Deployment & Handover: Production deployment, documentation, and knowledge transfer.

6. Content & Data Requirements

The client is responsible for providing all operational data, business rules, content, branding assets, and domain-specific information required for the project. Delays in providing required materials may impact the project timeline.

7. Design Revisions

One round of design revisions is included per project phase. Additional revisions beyond the agreed scope will be quoted separately and billed at a documented rate.

8. Infrastructure & Hosting Charges

Cloud infrastructure costs (hosting, serverless functions, database operations, storage, third-party API usage) are not included in the development engagement unless explicitly stated. A billing account will be established at project commencement and billed directly to the client. Fishtankproduction will advise on expected infrastructure costs during the planning phase.

9. Technical Support

Technical support is included for the first 6 months following project completion. This covers bug fixes, minor adjustments, and operational guidance related to the delivered platform. After the initial support period, an optional annual support arrangement is available at a separately quoted rate. Fishtankproduction is not responsible for issues arising from client modifications to the delivered system, third-party service outages, or the client's own technical environment.

10. Payment Terms

All payments are denominated in the currency specified in the project plan (AUD, INR, or as agreed). A deposit is required before commencement of work. Subsequent payments are

tied to delivery milestones as defined in the project plan. Invoices are due within 7 days of receipt. Late payments may result in project pausing until the outstanding balance is settled. Payment method: international bank transfer (SWIFT) or domestic transfer as applicable.

11. Confidentiality

Both parties agree to maintain confidentiality of all project-related information, including but not limited to: business operations data, system architecture, technical documentation, pricing, and commercial arrangements. Neither party will disclose such information to any third party without prior written consent.

12. Intellectual Property

Upon full payment of all project fees, the client will own the rights to the delivered platform, including source code, design assets, and documentation. Fishtankproduction retains the right to reference the project (by name and general description only) in its portfolio and marketing materials, unless otherwise agreed in writing. Fishtankproduction retains ownership of any proprietary tools, frameworks, libraries, or reusable components developed independently of the client engagement.

13. Termination

Either party may terminate the engagement with 15 days written notice. In the event of termination, the client will be invoiced for all work completed up to the termination date. Any delivered work and associated documentation will be transferred to the client upon settlement of outstanding invoices. Unused deposit amounts will be refunded proportionally based on work completed.

14. Liability

Fishtankproduction will not be liable for any indirect, incidental, or consequential damages arising from the use of the delivered platform. Total liability is limited to the amount paid by the client for the engagement. The client is responsible for providing accurate and complete information required for the project. The client agrees to review and approve deliverables promptly to ensure the project remains on schedule.

15. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of Goa, India.

16. Project Phases

16.1 Discovery & Planning Phase: Initial consultation to understand operational requirements, define system scope, establish data architecture, map integrations, and

produce a detailed project plan with milestones. Costs depend on project complexity.

16.2 Architecture, Development & Testing Phase: Platform construction including frontend interfaces, backend services, data models, integrations, and access control. Includes regular progress reviews, testing cycles, and user acceptance validation. Costs depend on project complexity.

16.3 Deployment & Operations Phase: Production deployment, performance monitoring, system optimisation, and operational handover. Includes initial support period and documentation. Costs depend on project complexity.

16.4 Handover & Closure Phase (Optional): Full transfer of all project assets including source code, documentation, credentials, and deployment configuration. Post-handover support period to address immediate concerns. Formal project review and sign-off. Costs depend on project complexity.

17. Amendments

Any amendments or modifications to these terms must be agreed upon in writing by both parties.

18. Acceptance

By engaging our services, the client acknowledges and agrees to these terms and conditions as part of the contractual agreement.