General terms of sale and services

Website creation, WordPress, e-commerce, hosting and support - business clients only.

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Read before payment. The version presented at checkout is the reference version associated with the recorded acceptance.

1. Purpose and scope

These Terms govern services marketed under the Avelyxo name, including digital project scoping, art direction, UX/UI design, mockups, WordPress website creation or redesign, content integration, motion, e-commerce, bespoke development, launch, optimisation, hosting, maintenance, domain management and any additional services expressly ordered.

They apply to relations between Avelyxo and business clients acting for professional purposes. Each order is governed by the version made available before acceptance, subject to any mandatory law that may apply.

2. Business clients only

Avelyxo services are reserved for companies, entrepreneurs, professional practices, organisations acting in a professional context and other persons acting for purposes connected with their business. They are not marketed as consumer services for private use.

The Client warrants the accuracy of the professional information supplied and the authority of the person approving the project. An inaccurate declaration cannot exclude a mandatory legal rule that is in fact applicable.

3. Contract documents and priority

The contract consists, in descending order of priority, of the accepted specific terms or quotation, the accepted order summary or commercial proposal, these Terms, and written implementation exchanges that clarify the project without contradicting the preceding documents.

Examples, demos, portfolio mockups, marketing visuals and exploratory discussions only form part of the contractual scope when expressly included in the accepted proposal.

4. Pre-contract process, scoping and contract formation

Submitting an enquiry through the website does not by itself create a firm order. Avelyxo reviews the requirement, confirms the scope and may request further information. The project becomes contractually binding when the Client expressly accepts the proposal, quotation, final summary or equivalent document setting out price and scope.

Unless specific written terms provide otherwise, payment takes place at the end of the checkout funnel and before any mockup, design direction or production work. Accepted full payment confirms the order and authorises Avelyxo to begin performance on the basis of the information supplied by the Client.

5. Package scope and exclusions

Only deliverables and features expressly included in the package or quotation are included. Additional pages, languages, migrations, copywriting, photography, video, illustration, integrations, APIs, licences, bespoke development, advanced e-commerce, bulk imports or consultancy may be quoted separately.

The commercial names Avelyxo, Avelyxo Signature and Avelyxo Experience describe service levels; the accepted quotation or summary remains the precise reference for the project.

6. Client cooperation

The Client supplies the content, logos, images, legal information, access credentials, decisions and approvals needed within agreed timeframes and warrants that it has the necessary rights to all materials supplied.

The Client remains responsible for the accuracy of its business information, prices, products, regulatory notices and sector-specific content. Avelyxo may suspend or reschedule work when essential information is missing or an instruction creates an obvious legal, technical or security risk.

7. Mockups, creative directions and proposals

The mockup phase defines and approves the visual direction, information architecture, user experience and main interface decisions before development. The number of initial directions and feedback rounds included is the number stated in the package or quotation.

A feedback round means one consolidated, actionable set of comments. Fragmented or conflicting comments from multiple contacts may be consolidated by Avelyxo to preserve consistency.

Mockups, rejected directions, source files and concepts remain Avelyxo property until a transfer or licence takes effect under the contract. They may not be handed to a third party for reproduction or development without permission.

8. Mockup approval and change of direction

Written or electronic mockup approval confirms the direction presented and authorises Avelyxo to prepare production. Detail changes that remain within scope are not treated as a new direction.

After approval, any substantial change to structure, identity, page count, features or art direction may be treated as a scope change and may require an additional quotation and/or timeline.

9. Prices, currency and tax treatment

The contractual price is the price accepted by the Client and is expressed in the currency shown on the quotation, summary or payment page. USD equivalents shown on the English website may remain indicative until the final order summary.

The applicable VAT/tax treatment is stated on the invoice. Where Avelyxo benefits from a VAT exemption regime, the legally required wording applicable on the invoice date will be used. Third-party services, licences, premium extensions, domain purchases, payment gateways and other external costs are only included when expressly stated.

10. One-time project payment and invoice

Unless the quotation states otherwise, website creation or redesign is paid in one 100% payment at the end of the checkout funnel, before any mockup or design direction. Accepted payment opens the project and triggers the design phase.

An invoice is created and sent to the Client after Avelyxo has received and verified the payment. Where a single payment settles the relevant price in full, no remaining-balance section is required. Available payment methods are those actually offered at checkout.

11. Client cancellation or project interruption

Where a binding contract has been formed and the Client asks to stop the project before completion, work already performed does not become free. Avelyxo may invoice work actually completed, deliverables produced, production time committed and third-party costs, to the extent contractually and legally recoverable.

After payment, abandonment, suspension or a change of direction requested by the Client does not erase work already undertaken. Amounts corresponding to services already performed, costs incurred and materials specifically produced remain retained or payable to the extent permitted by applicable law. Mockups, unused directions and source files remain Avelyxo property unless expressly assigned. Specific quotation terms prevail.

12. Production timeline and delivery within 7 to 21 days

After accepted payment, Avelyxo presents a first mockup or design direction within a maximum of 72 hours, provided the essential materials are available. Once the mockup has been approved and all content, access and information required for development have been received, Avelyxo builds and delivers the final website within the stated maximum period of 7 to 21 days, depending on the agreed scope.

The period is suspended or extended where performance depends on Client delay, additional requests, scope changes, a third-party provider, external service unavailability or force majeure. Avelyxo informs the Client where an event materially affects the timeline.

13. Delivery, acceptance and conformity fixes

Delivery may be by go-live, WordPress transfer, administrator credentials or another method defined for the project. The Client reviews the site and reports reproducible issues against the approved scope.

A new feature request, change of mind or aesthetic change after approval is not a conformity defect. A seven-day organisational period after delivery may be used to consolidate visible issues without waiving any mandatory rights.

14. WordPress, administrator access and autonomy

Unless a different technical solution is expressly agreed, the website is delivered on WordPress with the administrator access provided for in the project. The Client can manage the day-to-day content configured for administration.

Autonomy does not mean every change is risk-free. After delivery, the Client is responsible for its own changes and credentials and, without a maintenance plan, for updates, backups and security arrangements.

15. Intellectual property and transfer of rights

Each party retains ownership of pre-existing assets, brands, copy, logos, content, methods, libraries, generic components, know-how, tools and licensed elements.

Economic rights in original works specifically created for the Client are transferred or licensed only within the limits specified in the quotation, contract or a written instrument identifying the rights, purpose, extent, territory and duration. Unless a broader transfer is agreed, the Client receives the rights required for normal operation of the delivered site after full payment.

Working files, rejected concepts, internal systems, reusable components and production tools are not automatically transferred.

16. Software, plugins, fonts and third-party licences

WordPress, WooCommerce, themes, extensions, libraries, fonts, photography and other third-party resources remain subject to their own licences. Avelyxo cannot transfer more rights than those granted by the relevant rights holders.

Where continued operation requires a recurring paid licence, the quotation will state, where possible, whether it is included, supplied for a fixed period or renewed by the Client. Third-party price or policy changes are not attributable to Avelyxo.

17. E-commerce and merchant responsibilities

Standard e-commerce features may be offered in Signature or higher projects depending on scope. The merchant Client remains responsible for its products and services, descriptions, prices, availability, compliance, taxes, delivery terms, returns, mandatory customer information, after-sales service and compliance with laws applicable to its own customers.

Payment providers, carriers, invoicing tools, marketplaces and fraud services are third parties. Avelyxo is not the Client’s payment institution and is not liable for transaction refusals, chargebacks, fraud, outages or provider decisions, except for loss directly caused by Avelyxo within its own scope.

18. Hosting and Serenity plan - €40/month

Within the scope described on the website or quotation, Serenity includes WordPress hosting, HTTPS, backups, WordPress updates, monitoring and technical intervention related to keeping the website online. When selected together with a website creation project, the subscription starts only once the final website has been approved by the Client and is ready for delivery or launch. The minimum three-month commitment then runs from that date, unless more favourable specific terms apply.

After the minimum period, cancellation follows the terms disclosed at subscription. Content changes are not included in Serenity and are billed at €80/hour after the requested work has been approved.

19. Serenity+ - €99/month and change time

Serenity+ includes the items described on the website or quotation, including hosting and technical care, domain/DNS management where provided, and up to one hour of small changes per month. Unused time does not roll over. When selected together with a website creation project, the subscription starts only once the final website has been approved by the Client and is ready for delivery or launch.

Time beyond the included hour is billed at €80/hour after approval. New pages, redesigns, development, automations and significant features remain subject to quotation. The €80/hour rate is reserved for Clients with an active Avelyxo subscription.

20. Domains, DNS, email and external services

Where Avelyxo manages a domain or DNS configuration, the Client remains the registrant where the domain is registered in its name. DNS propagation time, registry suspensions, provider restrictions and external outages cannot be guaranteed by Avelyxo.

Email, transactional sending, hosting, CDN, security, analytics and API services are subject to their providers’ terms. Avelyxo acts within the limits of its access and contractual scope.

21. SEO, visibility, performance and business results

Avelyxo may implement the technical and editorial SEO work included in the project but does not guarantee any ranking in Google or another search engine, traffic level, keyword position, lead volume, sales or revenue.

Results depend on competition, domain age and authority, content, links, search algorithms, location, marketing investment and user behaviour. Performance scores also vary by device, network and third-party scripts.

22. Compatibility, responsive behaviour and accessibility

Avelyxo designs for modern browsers and the screen sizes agreed for the project, with particular attention to mobile. Legacy browsers, very old systems or specialist environments must be expressly included to be supported.

Compliance with a specific accessibility standard, regulatory audit or certification is included only when it forms part of the ordered scope.

23. Security, backups and continuity

Avelyxo implements the technical measures included in the project and, where a support plan is active, the maintenance operations described in that plan. No Internet-connected system can be guaranteed to be completely invulnerable or continuously available.

After delivery without a maintenance plan, the Client is responsible for its backups, updates, passwords and administration practices. Avelyxo is not liable for compromise caused by disclosed credentials, third-party changes or maintenance failures outside its scope.

24. Personal data and GDPR

Avelyxo processes data required for enquiries, contracts, payments, invoices, support, security and contractual evidence in accordance with applicable law and its privacy notice.

Where Avelyxo processes personal data on behalf of the Client, controller and processor roles are determined by the circumstances and, where required, an Article 28 GDPR data-processing agreement supplements the contract. The Client remains responsible for the purposes and legal obligations of processing it chooses to conduct through its website.

25. Confidentiality, portfolio and communications

Each party protects information identified as confidential or reasonably understood to be confidential. This does not cover information already public, lawfully obtained from a third party or required to be disclosed by law.

Unless a confidentiality clause, written embargo or legitimate objection is notified before publication, Avelyxo may show the Client’s trading name, public website link and public screenshots as portfolio references without disclosing confidential information.

26. Subcontractors and production tools

Avelyxo may use contractors, hosting providers, cloud services or professional tools required to perform the project while remaining responsible for its own contractual duties within the limits of the law. Where personal data is processed on behalf of the Client, applicable processor obligations are observed.

Avelyxo chooses its production methods and tools provided they enable delivery of the agreed outcome and comply with applicable confidentiality and security obligations.

27. Liability and limitations

Avelyxo is liable for direct, certain and proven loss caused by a contractual breach attributable to it. Avelyxo is not liable for consequences caused by Client content, Client or third-party changes, external services, failure to provide access, misuse contrary to recommendations or events beyond its control.

To the extent permitted by law, except in cases such as wilful misconduct, gross negligence, personal injury or where limitation is prohibited, Avelyxo’s total contractual liability for a project is capped at the amount actually paid for the service directly causing the loss; for recurring services, at the amount paid for the relevant service during the preceding twelve months. Indirect loss such as lost revenue, lost opportunity, reputational loss or loss of unsaved data is excluded to the extent permitted by law.

28. Force majeure

Neither party is liable for failure caused by an event meeting the legal requirements for contractual force majeure. A temporary impediment suspends the affected obligation for its duration; a permanent impediment has the consequences provided by applicable law.

The parties will notify one another within a reasonable time of events materially affecting performance.

29. Late payment between businesses

Any overdue amount automatically gives rise to the late-payment penalties applicable to business transactions without prior reminder and to the statutory fixed €40 recovery-cost indemnity. Additional recovery costs may be claimed on evidence where the actual costs are higher.

Avelyxo may suspend services, hosting, work or outstanding delivery in the event of non-payment, subject to applicable notice and legal requirements.

30. Suspension and termination for breach

In the event of a sufficiently serious breach, the non-defaulting party may exercise the remedies available under applicable law, including suspension, performance, price reduction, termination or damages where the legal conditions are met.

Except where urgency or seriousness makes continuation impossible, the affected party will be invited to remedy the breach within a reasonable period after notice. Termination does not extinguish amounts already due, intellectual-property provisions or obligations intended to survive.

31. Electronic evidence and accepted version

Online approvals, acceptance checkboxes, timestamps, emails, accepted quotations, transaction identifiers, invoices, confirmations and technical logs may be retained as evidence within applicable law and necessary retention periods.

Avelyxo records the version of the Terms presented to the Client when payment or contractual acceptance occurs so that the accepted content can be established.

32. Governing law and disputes

The contract is governed by French law, subject to any mandatory rules that may apply. The parties will first seek an amicable resolution of any dispute.

Where both parties contracted as merchants and the statutory conditions are met, a jurisdiction clause will only be enforceable if made highly visible in the relevant contract document. Otherwise, ordinary jurisdiction rules apply.

33. Specific case of certain small businesses contracted off-premises

Certain protections of the French Consumer Code may extend to a professional employing no more than five employees where the contract is concluded off-premises and its subject matter falls outside that professional’s main activity. Where those statutory conditions apply, the relevant mandatory provisions prevail over any conflicting term.

Avelyxo will adapt the contract process, including information and any applicable withdrawal rights, where such a situation is legally established.

34. Severability, no waiver and updates

If any term is held invalid or unenforceable, the remaining terms continue to apply to the extent permitted by law. Failure to exercise a right immediately does not constitute a permanent waiver.

The applicable version is the version accepted for the relevant order. Later versions apply to future orders and renewals where they are validly brought to the Client’s attention.

35. Acceptance at payment

Before the payment that confirms the order and launches design, the Client must be able to open these Terms and confirm acceptance using an unchecked checkbox. Payment remains unavailable until the checkbox has been selected.

Recommended wording: “I have read and accept Avelyxo’s General Terms and Conditions of Sale and Services.” Avelyxo retains the accepted version and the timestamp associated with the order.

Appendix A - Current commercial reference prices

As at this version date, public reference prices are: Avelyxo €2,490; Avelyxo Signature €3,990; Avelyxo Experience €5,990 fixed; Serenity €40/month with a minimum three-month commitment; Serenity+ €99/month; additional change time reserved for subscribed Clients: €80/hour. When a support subscription is selected with a website creation project, it starts on final website approval, once the website is ready for delivery or launch.

Reference prices may change. The price binding on the Client is always the price in the accepted quotation, final summary or order. The exact features of each package are those included in the accepted scope.

Appendix B - Main legal framework

These Terms have been structured with particular regard to French contract law on binding effect, good faith, non-performance and force majeure; French commercial law on B2B terms and late payment; French intellectual-property law on transfer of rights; the GDPR and CNIL guidance on processors; and the exception in Article L.221-3 of the French Consumer Code for certain off-premises contracts between businesses.

Laws change. Avelyxo should have the Terms reviewed following any material change to its business model, target countries, sales method, tax status or services.