WEB DEVELOPMENT & DIGITAL SERVICES — MASTER TERMS & CONDITIONS

Miu Creative Agency (Miu Studio) | Legal & Operational Protection Framework (2026 Edition)

BINDING LEGAL NOTICE & ABSOLUTE CLIENT AGREEMENT:
By remitting any project deposit, approving an official quotation, or granting access to digital assets/repositories, the Client enters into a legally binding contract with Miu Creative Agency. The Client explicitly acknowledges, understands, and unconditionally agrees to all operational boundaries, strict payment milestones, scope definitions, and protective legal clauses detailed in this master document.

1. SCOPE OF WORK, BOUNDARIES & 'NO SCOPE CREEP' POLICY

1.1. Absolute Scope Definition: The official scope of work is strictly limited to the features, pages, components, and technical deliverables explicitly defined in writing via the approved official Quotation or signed project brief.

1.2. The 'Just One More Thing' Trap (Real-Case Scenario & Agency Defense): Clients frequently attempt to introduce 'minor' additions mid-production (e.g., 'Can you just add a quick multi-vendor checkout system?' or 'Let's drop a booking calendar on page 3'). Such additions involve complex backend database schemas, API routing, and state management. Miu Creative Agency enforces a strict Change Order Policy: any request outside the SOW requires a separate paid quotation and timeline adjustment before code is written.

2. PAYMENT STRUCTURE, STAGED DEPOSITS & DEFAULT PROTECTION

2.1. Initial Deposit (50%): Project commencement, resource allocation, architectural wireframing, and Three.js/WebGL concept development are strictly conditional upon receipt and clearance of a 50% non-refundable upfront deposit.

2.2. Milestone Review Payment (30%): Due immediately upon completion, presentation, and staging deployment of the core frontend architecture and interactive 3D/UI integration phase, prior to final polish.

2.3. Final Balance (20%): Must be paid in full prior to domain migration, DNS point-over, or handover of production repository access credentials.

2.4. Real-Case Default Protection & Staging Shutdown: If the final balance or milestone payment is delayed by more than seven (7) calendar days past the invoice due date, Miu Creative Agency reserves the absolute right to suspend access to the live staging environment, lock repository deployments, and levy a late administrative fee of 1.5% per week on the outstanding principal balance.

3. CLIENT RESPONSIBILITIES, ASSET DEADLINES & THE 'GHOSTING' CLAUSE

3.1. Asset Handover SLA: The Client is legally obligated to supply all mandatory project assets (high-resolution brand assets, copywriting, API keys, database credentials, image assets) within seven (7) working days from the official project start date.

3.2. The Disappearing Client Trap (Real-Case Scenario & Agency Defense): Clients often vanish for weeks after project kickoff, then return demanding instant completion. If the Client fails to provide necessary materials or feedback for fourteen (14) consecutive days without formal written notification, the project is placed on indefinite hold. The Agency reserves the right to reallocate developer hours to other agency pipelines, forfeit the initial deposit, and charge a project reactivation fee of RM500 upon resumption.

4. REVISION POLICY, CHANGE CONTROL & CODE OVERHAUL FEES

4.1. Structured Revision Rounds: Each project tier includes a strictly allocated number of revision cycles (typically two to three rounds) focusing on visual polish, responsive adjustments, and text corrections.

4.2. The Architectural Overhaul Surcharge: Requesting sweeping structural redesigns, color system overhauls, or brand-new layout patterns after the wireframe/design has been formally signed off constitutes a major code rewrite. Such changes are billed at our standard technical development rate of RM150 per hour.

4.3. Invisible Technical Labor Protection: Non-technical clients often underestimate the hidden hours spent on database normalization, mobile responsiveness tuning, cross-browser compatibility testing, and security hardening. Our pricing reflects this rigorous engineering standard.

5. COMMUNICATION POLICY, NO WEEKLY MEETINGS & ASYNCHRONOUS WORKFLOW

5.1. No Weekly Meetings Mandate: Miu Creative Agency strictly DOES NOT participate in recurring weekly status meetings, agile stand-ups, or conference calls. Such meetings fragment deep-code concentration and delay production velocity.

5.2. Asynchronous Transparency: All communication, milestone updates, and feedback delivery take place exclusively and concisely via official messaging platforms (WhatsApp) and project management dashboards.

5.3. Flexible Remote Operating Hours: The Agency operates on flexible remote hours (Monday through Friday). While messages are reviewed during these windows, immediate or after-hours instant replies are not guaranteed.

6. OVERLAPPING ROLE EXPECTATIONS & 'OUT-OF-SCOPE' EXCLUSIONS

6.1. Role Boundaries: A web developer is not a copywriter, brand logo designer, or digital marketing strategist. The Client is solely responsible for providing market-ready copywriting, high-definition imagery, and marketing strategies.

6.2. Out-of-Scope Exclusions: Unless explicitly contracted as separate chargeable add-ons, copywriting generation, brand identity creation, social media management, and SEO keyword ranking campaigns are strictly excluded from web development agreements.

7. TECHNICAL ARCHITECTURE, THREE.JS/WEBGL & HOSTING ENVIRONMENTS

7.1. Three.js & WebGL Performance: Complex 3D models and WebGL shaders implemented via Three.js require rigorous polygon optimization. The Agency is not liable for performance degradation on obsolete, low-end client hardware lacking dedicated graphics processing units (GPUs).

7.2. Cloud Infrastructure & Domain Hosting: Websites are deployed on modern cloud platforms (Vercel, Firebase, Supabase). Cost of third-party custom domains, paid SSL certificates, database tiers exceeding free allowances, or premium third-party plugins are the sole financial responsibility of the Client.

8. THE 'LOCAL CACHE' PANIC & POST-LAUNCH WARRANTY

8.1. The Local Cache Trap (Real-Case Scenario & Agency Defense): Upon deploying updates or launching a live site, clients frequently panic, claiming 'The site is broken!' or 'My new edits aren't showing up!' This is almost invariably caused by local browser caching or mobile device data storage. The Agency provides a pre-emptive handover protocol educating clients on hard-refreshing (`Ctrl+F5` / `Cmd+Shift+R`) and implements proper cache-busting version headers.

8.2. Post-Launch Bug Warranty: Upon final site handover and migration, the Agency provides a fourteen (14) day warranty period to resolve any original coding bugs or technical errors directly attributable to Agency development.

8.3. Exclusions from Warranty: Failures resulting from cyberattacks, DDoS incidents, third-party server outages, or unauthorized code tampering by the Client or external parties void all warranties immediately.

9. INTELLECTUAL PROPERTY, SOURCE CODE & OWNERSHIP TRANSFER

9.1. Agency Ownership Retention: All proprietary source code, custom React/Next.js components, Three.js shaders, custom 3D assets, and digital collateral produced by Miu Creative Agency remain the exclusive property of the Agency until 100% full payment of the project invoice is cleared.

9.2. Portfolio Display Right: Upon full payment clearance, ownership of the deployed website transfers to the Client. However, the Agency retains the irrevocable right to display the project in its public portfolio, case studies, and marketing channels.

9.3. Third-Party Copyright Warranty: The Client warrants that all text, imagery, trademarks, and logos supplied to the Agency do not violate or infringe upon any third-party intellectual property rights.

10. PROJECT CANCELLATION, TERMINATION & KILL FEES

10.1. Client-Initiated Termination: If the Client terminates the project after development has commenced, the 50% upfront deposit is strictly non-refundable and is retained by the Agency as compensation for allocated time, architectural planning, and initial engineering.

10.2. Proportional Termination Fee: If project progress exceeds 50% completion at the time of cancellation, the Client is legally bound to remit a termination fee proportional to the total man-hours expended and code delivered up to that exact date.

ACCEPTANCE OF TERMS:
By remitting a project deposit, confirming a quotation, or initiating project deployment, the Client explicitly acknowledges that they have read, understood, and agreed to all 10 clauses of this Master Terms & Conditions agreement.

Master Document Issued By: Miu Creative Agency (Miu Studio) — Web Development Division