TERMS AND CONDITIONS

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THE QUOTE	Free, valid for 30 days. The project starts when you accept it in writing.
PAYMENT	50% when you accept, the balance at launch, unless the quote says otherwise.
MAINTENANCE	No commitment. One month's notice is enough to stop, on your side or mine.

1 WHO I AM AND WHO THESE TERMS ARE FOR

I am Thomas Cloarec, a sole proprietorship doing business as Twinded, NEQ 2280352941, in Montreal (Québec). You can write to me at contact@twinded.ca. My mailing address appears on quotes and invoices.

These terms apply to the websites, custom tools, audits and maintenance I provide to businesses and non-profit organizations (NPOs), in Québec, elsewhere in Canada, in France or in another country. I do not work for individuals under these terms. If a person asks me for a website for themselves, we sign a separate contract.

The quote adds to these terms. When the quote says something different from these terms on a specific point, the quote prevails on that point. This English text is a translation: the French version of these terms is the official one, and a client located in Québec receives the French version first.

In plain words : These terms are for businesses and NPOs. What your quote says comes first. The French version is the official one.

2 THE QUOTE

What it contains

The quote is free. It describes what I will do, the price, the payment schedule and the expected timeline. It is valid for 30 days from its date, unless another period is stated.

How to accept it

You accept the quote in writing, by signing it in my billing portal and checking the box confirming that you have read these terms. The quote names the version of these terms that applies, with its link and its PDF. That version governs our contract until the end, even if I publish a new version in the meantime.

In plain words : You sign the quote online. The version of the terms it names stays the one for your project.

3 PRICES, TAXES AND PAYMENT

Prices and taxes

Prices are in Canadian dollars, unless the quote states another currency. I am a small supplier under the tax laws. I therefore do not collect GST or QST, and my invoices do not show them. If I have to register for these taxes, they are added to the amounts invoiced from the date of registration, including for ongoing maintenance. I will notify you in writing before the first invoice that includes them.

Deposit and balance

Unless the quote says otherwise, I invoice 50% of the price when you accept the quote and the balance at launch. I start work once the deposit is received. The deposit pays for reserving my schedule and for starting the project (meetings, analysis, mockups).

Payment methods

You can pay by bank transfer, by Interac e-Transfer, or by card or pre-authorized debit through Stripe. Card fees are on me.

Due date and late payment

My invoices are payable on receipt. An amount unpaid at the due date bears interest at 1.5% per month, i.e. 18% per year, from the due date, with no reminder needed. For a business client established in France, the €40 fixed indemnity for collection costs under article L441-10 of the French Commercial Code is added.

If an invoice remains unpaid 30 days after a written reminder, I may suspend the work in progress until payment. I do not take your website offline over an unpaid invoice.

In plain words : 50% at the start, the rest at launch. A late invoice costs 1.5% per month, i.e. 18% per year.

4 HOW THE WORK GOES AND DELIVERY

Timeline

The timeline in the quote is an estimate. It also depends on you: text, images, access and approvals. If something arrives late, delivery moves back by the same amount. If I expect a delay on my side, I tell you and propose a new date.

If the project stays blocked for more than 3 months because I do not have what I need, I write to ask you to resume. With no answer 30 days after that reminder, I may close the project and invoice you for the work done.

Approval

The project is delivered when the website or tool is online, or when I give you access to the deliverable. You then have 10 business days to check it and tell me in writing what does not match the quote. I fix it, then the same period starts again for the fixes. Without written feedback within that period, the delivery is accepted.

A refusal to approve must concern a gap with the quote. A new preference (a colour, a layout) is not a gap. I can do it, separately.

Requests outside the quote

Anything not in the quote is covered by an additional quote, or by hourly billing at the rate stated in the quote if we agree to it in writing.

In plain words : You have 10 business days to check the delivery. Anything not in the quote is done separately.

5 WARRANTY

For the 30 days following delivery, I fix bugs at no charge, meaning anything that does not work as the quote provides.

The warranty does not cover new requests, problems caused by a change made by you or by someone else, or the failure of a third-party service (payment provider, plugin, external tool). If your website is under maintenance with me, maintenance takes over after those 30 days.

In plain words : For 30 days after delivery, I fix bugs at no charge.

6 CANCELLING A PROJECT

If you cancel

You can end the project at any time, as article 2125 of the Civil Code of Québec allows, by written notice. I then keep, out of the deposit, the value of the work done and 10% of the quoted price for the time slot I had reserved for you. I return the rest of the deposit within 30 days. If the work done already exceeds the deposit, I invoice you for that work, without the 10%.

If I stop

I can only end the project for a serious reason, and not at a time that causes you avoidable harm. I then give you the work done, and I return what you paid beyond that work.

In plain words : You can stop a project at any time. You pay for the work done, plus 10% of the price, without going over the deposit.

7 MAINTENANCE

What it includes

Maintenance covers what your quote or the plan chosen on twinded.ca describes: hosting, updates, backups, monitoring and, depending on the plan, a number of hours of changes per month.

Billing

Maintenance starts at launch. It is invoiced on the 1st of each month, in advance. The first month is prorated, from the launch date to the end of the month.

You can also pay for it yearly. You then pay 11 months for 12.

Hours beyond those included in your plan are billed at $75 per hour, on the following month's invoice. I let you know before going over.

Stopping maintenance

Maintenance has no commitment. You can stop it at any time, and so can I, with one month's written notice. There is no penalty. The notice month is payable.

If you paid for the year and maintenance stops partway through at your request, I recalculate the months used at the monthly price and refund the rest. The free month only applies to a full year. If I am the one who stops, I refund the remaining months prorated on the yearly price.

In plain words : No commitment, with one month's notice on both sides. Yearly, you pay 11 months for 12.

8 END OF MAINTENANCE AND HANDING OVER YOUR WEBSITE

Your website stays online until the end of the notice period. The domain name and the content are in your name.

Within 10 business days after maintenance ends, I give you the access, files, database and documentation needed to run the website elsewhere. I do this even if an invoice is still owing. It is settled separately.

What remains with me is deleted 30 days after maintenance ends. Backup copies disappear on their usual rotation.

In plain words : You leave with everything you need, within 10 business days, even if an invoice is still to be paid.

9 INTELLECTUAL PROPERTY

What becomes yours

Upon receipt of full payment, I assign to you, exclusively, the copyright in what I created specifically for you: the design, the code written for your project, the text and the graphic elements I produced. The assignment includes, each one named, the right of reproduction, the right of performance and communication to the public, the right of adaptation and modification, and the right of distribution. It covers the use of your website or tool and its later versions, worldwide, for the full legal term of the rights. Its price is included in the project price.

I waive my right to the integrity of the work, so you can change your website as you wish. On request, I give you a signed certificate of assignment.

What stays mine

My existing or reusable code and tools (templates, components, internal libraries) remain mine. You receive on them a free, non-exclusive, perpetual, worldwide licence, limited to the use of your website or tool, and transferable with it.

Free software and third-party elements (WordPress and its plugins, fonts, photos, icons) remain under their own licence (GPL, MIT or other).

Portfolio

I may show the project in my portfolio and add the mention "Site réalisé par Twinded" in the footer, with a link to twinded.ca. If you do not want this, tell me in writing and I will not.

In plain words : Once paid in full, what I made for you is yours. I keep my tools, and you have the right to use them.

10 CONFIDENTIALITY

Each of us keeps to themselves what they learn about the other during the project that is not public: unpublished code, access, figures, plans. This commitment lasts for the contract and 2 years after. It does not cover what became public through no fault of either of us.

In plain words : What you share with me stays between us, and the other way around too.

11 LIABILITY

I commit to doing the work with care and according to good practice. I do not promise a business result (sales, sign-ups, search engine ranking).

You are responsible for the content you provide and for how you use the website, including the data you collect on it.

Each party's liability to the other is limited to the amounts paid for the service in question, or, for maintenance, to the amounts paid during the last 12 months. Neither of us is liable to the other for indirect losses, such as lost profits. These limits do not apply to gross fault, intentional fault, or bodily or moral injury.

In plain words : Our liability is limited in the same way on both sides, except in the case of serious fault.

12 FORCE MAJEURE

Neither of us is responsible for a delay or failure caused by an event they could neither foresee nor prevent, such as a disaster, a general outage at a provider or a serious illness. The affected party notifies the other as soon as possible. If the obstacle lasts more than 30 days, either party may end the contract, and the work done is paid for.

In plain words : If an event beyond our control blocks the work, no one is at fault.

13 SUBCONTRACTING

I do the work myself. I may hand a specific part to another qualified person, with your written consent. I then remain responsible for their work and for confidentiality.

In plain words : I do the work. If someone helps me, you know in advance.

14 CLIENTS OUTSIDE QUÉBEC

Prices are in Canadian dollars, unless a currency is stated in the quote. Currency exchange and international transfer fees on your side are yours to pay.

For a client established in the European Union, VAT is self-assessed by the client (reverse charge).

If the law of your country requires you to withhold tax on my invoices, that withholding is your responsibility. You gross up the payment so that I receive the quoted amount, and we do together what is needed to avoid it when a tax treaty allows.

In plain words : Prices are in Canadian dollars. Bank fees and taxes withheld in your country are on your side.

15 GOVERNING LAW AND DISPUTES

These terms and the quote are governed by the laws of Québec and the federal laws of Canada that apply there.

In case of disagreement, we first try to reach an amicable agreement. Failing that, the courts of the judicial district of Montreal have jurisdiction. I may also go to the courts where your head office is located.

If a clause is found invalid, the others remain in force.

In plain words : Québec law applies. We talk first, then the Montreal courts decide.

16 LANGUAGE AND VERSIONS

The French version of these terms is the official one. If your organization is located in Québec, you receive the French version first. You may then choose to be bound by the English version, by asking for it in writing. Outside Québec, we may contract in English.

Each version of these terms is dated and kept as a PDF at a stable address. A new version only applies to quotes accepted after it is published.

Contracts accepted before this version remain governed by the terms of November 24, 2025, available on request. Ongoing maintenance under those former terms moves to these terms after one month's written notice.

In plain words : The French version is the official one. The version named in your quote stays yours to the end.

17 SCHEDULE: YOUR USERS' DATA

When it applies

This schedule applies when I process personal information on your behalf: your members' records, registrations, orders or the accounts of your website's or tool's users. This information belongs to you. I act as your mandatary, within the meaning of section 18.3 of the Québec Act respecting the protection of personal information in the private sector.

My commitments

- I use this information only on your instructions, to do the work provided for in the contract. I do not sell it and I do not use it for my own purposes.
- I keep it confidential. At Twinded, I am the only person with access to it.
- I take security measures suited to its sensitivity. I describe them to you in writing on request.
- I use the subcontractors named in my privacy policy, and I let you know before adding one.
- I notify you without delay of any confidentiality incident or attempt, with what you need to meet your own obligations.
- I help you answer your users' requests for access, correction or deletion.
- You may check that I meet these commitments, with reasonable notice.

- At the end of the contract, I return this information to you, then destroy it within 30 days. Backup copies are destroyed on their rotation.

Clients in the European Union

For a client established in the European Union, this schedule is not enough. We sign a separate agreement based on the European Commission's standard contractual clauses.

In plain words : Your users' data belongs to you. I only use it for your website, I let you know of any incident, and I destroy it at the end.