## **Terms & Conditions**

## Effective Date: [Insert Date]

These Terms & Conditions apply to all services provided by Nubivagant Technology, including IoT solutions, website development, and mobile app development. By engaging with us, you agree to the following terms:

## 1. Agreement to Terms

By accessing our services or signing a project agreement, you confirm that you have read, understood, and accepted these Terms & Conditions in full.

## 2. Eligibility

You must be at least 18 years old and legally capable of entering into contracts to work with Nubivagant Technology. Organizations must authorize an official representative to engage us.

3. Scope of Services

Nubivagant provides the following services:

IoT Solutions: Custom hardware + software systems like smart monitoring, automation, and data analytics.

Website Development: Static and dynamic websites with responsive design and SEO integration.

Mobile App Development: Android or cross-platform apps tailored to business needs. Details of each project—including timelines, deliverables, and technologies—will be agreed upon separately in a service proposal or contract.

# 4. Payments & Invoicing

A minimum advance of 30%–50% is required to start any project.

Remaining payments are scheduled based on milestones or completion.

Payments must be made via accepted channels (UPI, bank transfer, card, etc.) in INR or USD. Late payments may delay the project or lead to service suspension.

# 5. Client Responsibilities

Clients must provide accurate, timely input such as content, credentials, feedback, and approvals.

Delays from the client's side may affect the project schedule and are not Nubivagant's responsibility.

Clients must ensure that any content provided is legally owned and does not violate third-party rights.

# 6. Intellectual Property

Nubivagant retains rights to tools, code libraries, and components used in development. The final product becomes the client's property only after full payment.

Any pre-existing tools or intellectual property remain with Nubivagant unless explicitly transferred.

# 7. Confidentiality

We will treat all client information as confidential. Likewise, clients must not disclose Nubivagant's processes, documentation, or proprietary material without written permission.

#### 8. Revisions & Changes

We offer a fixed number of free revisions as agreed in the contract.

Major changes or additional features requested after development begins may require a new quote and timeline adjustment.

#### 9. Project Timeline & Delivery

Estimated delivery times are shared during project onboarding. Unforeseen delays (client-side or due to external factors) may affect timelines. We will always communicate delays transparently and work to minimize disruption.

#### 10. Post-Delivery Support

We offer free bug fixes and basic support for a limited period (typically 30–60 days). Extended support, feature updates, or maintenance can be added under a paid maintenance plan.

### 11. Termination & Refunds

Either party may terminate the project with written notice.

If the client cancels mid-project, refunds are based on work completed.

Nubivagant may terminate the agreement if the client violates terms, fails to pay, or engages in fraudulent or unethical behavior.

#### 12. Limitation of Liability

Nubivagant is not liable for:

Data loss due to third-party hosting or service providers

Business loss resulting from delays, bugs, or system downtime

Misuse or misconfiguration of products by the client or their users

### 13. Data Security

We take all reasonable steps to protect client data.

Clients are responsible for keeping login credentials and third-party access secure. Nubivagant will not be liable for data breaches resulting from client negligence or external hacks.

### 14. Third-Party Services

If your project involves third-party APIs, plugins, hosting, or services, we are not responsible for their availability or performance.

The client bears the cost of subscriptions or licenses, unless otherwise agreed.

#### 15. Governing Law

These terms are governed by the laws of the Republic of India. Any disputes shall be resolved in courts located in West Bengal, India.

#### 16. Updates to Terms

Nubivagant may update these Terms from time to time.

Clients will be notified of major changes via email or on our website.

Continued use of services after updates implies acceptance of the new terms.