TERMS & CONDITIONS PAGE

Introduction

These Terms & Conditions ("Agreement") govern the relationship between Uvana Technologies ("Company," "We," "Us," or "Our") and you or the entity you represent ("Client," "You," or "Your") regarding the provision of software development, design, and digital marketing services.

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1. Services Description

Uvana Technologies provides:

- Web development and web application development
- Mobile application development (iOS and Android)
- Custom software development
- Digital marketing services
- UI/UX design services
- Business branding services

Services will be provided according to the agreed-upon Project Scope of Work in the signed agreement.

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2. Project Engagement Models

2.1 Fixed Price Projects Client pays a fixed price for a defined scope. Any scope changes require written amendment and may affect timeline and cost.

2.2 Time & Materials Client is billed based on actual time spent at agreed-upon hourly rates. Detailed timesheets and progress reports are provided monthly.

2.3 Dedicated Team A dedicated development team works exclusively on the Client's project on a monthly retainer basis. Team composition can be adjusted as needed.

2.4 Staff Augmentation Company provides qualified developers to augment Client's internal team. Billed on hourly or daily rate basis.

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3. Fees and Payment Terms

3.1 Fee Structure Fees are outlined in the signed Project Agreement, proposal, or Statement of Work (SOW).

3.2 Invoicing

- Fixed projects: Typically invoiced upon milestone completion
- Time & materials: Invoiced monthly in arrears
- Dedicated teams: Invoiced monthly in advance (first of month)
- Staff augmentation: Invoiced monthly based on hours worked

3.3 Payment Terms Payment is due within 30 days of invoice unless otherwise specified. Late payments accrue interest at 1.5% per month.

3.4 Deposits A deposit (typically 30-50% of project cost) is required upon signing to secure resources and commence work.

3.5 Expense Reimbursement Out-of-pocket expenses (hosting, software licenses, third-party services) are billed separately with receipts provided.

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4. Project Timeline & Scope

4.1 Timelines Project timelines are estimates based on current information. Delays may occur due to:

- Delayed feedback or approval from Client
- Scope changes or additional requirements
- Third-party dependencies
- Force majeure events

Company will notify Client of any timeline impacts as soon as identified.

4.2 Scope Management The initial project scope is defined in the signed agreement. Changes to scope must be requested in writing and may affect timeline and costs.

4.3 Change Orders All scope changes require written change orders detailing the change, additional cost (if any), and timeline impact.

4.4 Revisions The agreed number of revision rounds is specified in the project agreement. Additional revisions may incur additional fees.

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5. Intellectual Property Rights

5.1 Work Product Ownership Upon receipt of full payment, Client owns all original work created specifically for the project (code, designs, copy, etc.).

5.2 Pre-existing Materials Company retains ownership of:

- Pre-existing code, libraries, and frameworks
- Design templates and components
- Methodologies and processes
- Third-party assets and software

Client receives a perpetual, non-exclusive license to use these materials in the delivered project.

5.3 Third-Party Components Use of third-party libraries and services is subject to their respective licenses. Client is responsible for compliance with these licenses.

5.4 Client Intellectual Property Client retains ownership of all pre-existing materials and intellectual property provided to Company.

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6. Confidentiality

6.1 Confidential Information Both parties agree to maintain confidentiality of sensitive business information, strategies, financial data, and technical details.

6.2 Permitted Disclosures Disclosures are permitted:

- To employees and contractors who need to know
- As required by law or court order
- With written consent of the disclosing party
- In Company's portfolio (with client approval)

6.3 Duration Confidentiality obligations survive termination of the agreement.

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7. Warranties & Disclaimers

7.1 Company Warranties Company warrants that:

- Services will be performed in a professional and workmanlike manner
- Delivered work will be original and not infringe third-party rights (excluding Client-provided content)
- Work will conform to specifications in the agreed project scope

7.2 Disclaimer EXCEPT AS EXPLICITLY STATED, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7.3 Client Responsibilities Client is responsible for:

- Providing accurate requirements and timely feedback
- Ensuring provided content doesn't violate any laws or third-party rights
- Maintaining backups of their data
- Testing the final product before launch

7.4 Third-Party Services Company is not responsible for third-party services (hosting, plugins, libraries, payment processors). Use of these services is at Client's own risk per their terms.

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8. Support & Maintenance

8.1 Project Support Company provides included support during the project and for 30 days post-launch (limited to bug fixes directly related to Company's work).

**8.2 Extended Support & Maintenance Post-warranty support and maintenance services are available for an additional fee on a monthly retainer basis.

8.3 Support Response Times

- Critical issues: 4 business hours
- High priority: 1 business day
- Medium priority: 2 business days
- Low priority: 5 business days

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9. Limitation of Liability

9.1 Limitation NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR REVENUE, EVEN IF ADVISED OF THEIR POSSIBILITY.

9.2 Maximum Liability EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY, EITHER PARTY'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY CLIENT IN THE PRECEDING 12 MONTHS.

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10. Termination

10.1 Termination for Cause Either party may terminate if the other party:

- Materially breaches this agreement and fails to cure within 30 days of written notice
- Becomes insolvent or bankrupt

10.2 Termination for Convenience Client may terminate for convenience with 30 days written notice. Company will complete work in progress and invoice accordingly.

10.3 Effect of Termination Upon termination:

- Client receives all work completed to date
- Company is paid for all completed work plus reasonable termination costs
- Both parties' confidentiality obligations remain in effect

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11. Disputes & Governing Law

11.1 Governing Law This agreement is governed by the laws of Australia (Victoria) without regard to conflict of law principles.

11.2 Dispute Resolution Disputes will be resolved through:

1. Good faith negotiation between parties (30 days)
2. Mediation (if negotiation fails)
3. Binding arbitration or litigation in Victoria courts

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12. General Provisions

12.1 Entire Agreement This agreement, along with any signed proposal or SOW, constitutes the entire agreement and supersedes all prior negotiations.

12.2 Amendments Any amendments must be in writing and signed by both parties.

12.3 Severability If any provision is found invalid, remaining provisions remain in effect.

12.4 Assignment Neither party may assign this agreement without prior written consent.

12.5 Waiver Waiver of any provision does not constitute waiver of other provisions.

12.6 Notices Notices should be sent to addresses specified in the project agreement via email or certified mail.

13. Special Provisions

13.1 Security & Compliance Company follows industry-standard security practices but does not guarantee 100% security. Client is responsible for implementing their own security measures.

13.2 Data Protection Both parties comply with applicable privacy laws including GDPR, CCPA, and Australian Privacy Principles.

13.3 Non-Solicitation Client agrees not to recruit Company employees for 12 months after project completion without Company's consent.

14. Acceptance

By engaging Uvana Technology, Client accepts and agrees to these Terms & Conditions. If you do not agree, please do not use our services.

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