



Table of Contents

- Introduction
- Company Overview & Global Operations
- Scope of Services
- Project Engagement & Payment Terms
- Project Delivery, Milestones, Updates, and Quality Assurance
- Data Privacy, Security, and Analytics
- Client Responsibilities, Obligations, and Conduct
- Intellectual Property, Branding, and Copyright Protection
- Refunds, Satisfaction, and Post-Project Assistance
- Liability, Indemnification, and Limitations
- Force Majeure
- Communication, Language, and Marketing
- Governing Law, Jurisdiction, and Dispute Resolution
- Policy Updates, Amendments, and Compliance
- Miscellaneous Provisions
- Acceptance, Acknowledgment, and Binding Agreement

1. Introduction

- UV Netware Private Limited (hereinafter referred to as “Company,” “UV Netware,” “we,” “our,” or “us”) is a highly professional, globally recognized IT services company headquartered in the state of Gujarat, India. Established with a vision to provide technologically superior, scalable, and secure IT solutions for businesses across the world, UV Netware has successfully expanded its services to 31 countries, including, but not limited to, South Africa, India, China, and other regions across Asia and Africa. Our mission is to facilitate the digital transformation of businesses by offering end-to-end IT services, software solutions, cloud-based platforms, artificial intelligence integrations, API and database management, digital marketing strategies, and business consultation services that empower companies to achieve operational excellence, innovation, and sustainable growth.
- This policy document is designed to serve as a binding legal framework under which UV Netware delivers all its services, ensuring clarity, transparency, and mutual understanding between the Company and its clients (hereinafter referred to as “Client,” “you,” or “your”). By engaging with UV Netware, you explicitly agree to the terms and conditions outlined in this document, which governs all aspects of project initiation, execution, payments, intellectual property rights, data privacy, post-delivery support, liability, dispute resolution, and compliance with applicable laws and regulations.

2. Company Overview & Global Operations

- UV Netware is a premium IT services provider that combines global expertise, technological innovation, and deep understanding of business requirements to deliver solutions that are secure, scalable, and aligned with clients' strategic objectives. Our operational philosophy revolves around delivering high-quality, project-based services rather than hourly billing, ensuring that every engagement is treated as a distinct, measurable, and goal-oriented endeavor.

2.1 Global Presence

- UV Netware has a broad international presence, delivering services across multiple continents, ensuring compliance with local regulations while leveraging global best practices. Our operations include, but are not limited to:
- Africa: South Africa – Services include software development, IT outsourcing, cloud solutions, and business process digitalization.
- Asia: India – Comprehensive services spanning software development, IT outsourcing, AI/ML integration, cloud computing, SaaS solutions, and digital transformation projects. China – Advanced IT services, software engineering, and enterprise digital solutions.
- Additional countries across Asia, Africa, Europe, USA and other regions, each with tailored solutions adapted to local business environments and regulatory compliance.

2.2 Industry Expertise

- UV Netware has successfully catered to a wide range of industries, offering specialized solutions for businesses seeking high-performance technology implementations, cloud migration, secure data management, and scalable software systems. Our industry expertise includes, but is not limited to: software development, IT outsourcing, cloud services, AI and machine learning, SaaS platforms, enterprise software solutions, and digital marketing.

3. Scope of Services

- UV Netware provides a comprehensive suite of IT services designed to meet the unique needs of each client. The scope of services includes, but is not limited to:

3.1 Software & Web Development

- Our team of highly skilled software engineers and designers develops custom software solutions for desktop, web, and mobile platforms. Each project is tailored to meet the specific operational requirements of the client while adhering to industry best practices. Projects include responsive websites, mobile applications for Android and iOS, and custom enterprise software that integrates seamlessly with existing workflows.

3.2 IT Outsourcing & Business Consultation

- UV Netware offers dedicated IT teams for outsourcing projects, enabling clients to access world-class development expertise without the need to maintain in-house resources. We provide consultation services that identify business gaps, optimize processes, and recommend IT solutions that maximize efficiency and profitability.

3.3 Cloud Services & SaaS Solutions

- Our cloud services encompass cloud migration, deployment, integration, and management. We also provide SaaS-based solutions that deliver scalability, reliability, and security for enterprise clients, ensuring a seamless digital infrastructure.

3.4 AI & Machine Learning Integration

- We design, develop, and implement AI and ML systems tailored to business requirements, enabling automation, predictive analytics, and intelligent decision-making across business operations.

3.5 Database Management & API Integration

- Our experts provide robust database solutions for designing, managing, and securing critical business data. Additionally, we develop and integrate APIs that facilitate connectivity between applications, systems, and third-party platforms, ensuring seamless communication and data flow.

3.6 Digital Marketing & SEO Services

- UV Netware offers digital marketing solutions, including targeted email campaigns, SEO optimization, social media marketing, and analytics-driven strategies that increase visibility, engagement, and conversion rates.

3.7 Post-Project Support

- Upon completion and handover of projects, UV Netware provides five complimentary updates within one year, ensuring that clients receive continued support for optimal performance. Post one year, updates may be charged at the original project-day pricing, maintaining transparency and fairness.

4. Project Engagement & Payment Terms

4.1 Project-Based Engagement

- UV Netware operates strictly on a project-based engagement model, ensuring clarity, focus, and measurable outcomes. Projects commence only upon receipt of 45% advance payment, which confirms the client's agreement to these terms and the legal contract.

4.2 Payment Schedule

- Phase 1: 45% advance at project initiation.
- Phase 2: 45% payable after 75% of project milestones are achieved.
- Phase 3: 10% upon project completion and final handover.

4.3 Accepted Payment Methods

- Payments may be made via credit/debit cards, UPI, net banking, cheques, or pay-later services. All financial transactions are securely processed and recorded, maintaining transparency and legal compliance.

4.4 Contract Cancellation & Refunds

- If the advance payment is not received within 12 days of project initiation, the contract is automatically considered canceled. Clients may cancel the project within 12 days to receive a full refund. Cancellation beyond this period will result in a 15% refund of the 45% advance, with the remainder considered compensation for preparatory work, resource allocation, and administrative costs.

4.5 Deadlines & Delays

- Deadlines are defined in the formal legal contract. Delays caused by client-side factors will not be counted against the company's timelines, and UV Netware reserves the right to extend deadlines accordingly. Conversely, delays caused by UV Netware will result in a 1% per day deduction of total project cost, demonstrating our commitment to time efficiency and accountability.

5. Project Delivery, Milestones, Updates, and Quality Assurance

- UV Netware emphasizes structured project governance, ensuring all projects are delivered in a timely, professional, and high-quality manner. Each project undergoes rigorous quality assurance processes, including functional testing, security validation, performance evaluation, and compliance checks.
- Clients are entitled to five post-project updates within one year, which will address bugs, minor enhancements, or adjustments. Additional updates or major feature requests beyond this period will incur charges at the original project-day rate. The scheduling and scope of updates remain at the company's discretion, while client preferences and goodwill will be considered to ensure satisfaction.

6. Data Privacy, Security, and Analytics

- UV Netware is committed to the highest standards of data protection and confidentiality. All client information, project data, and sensitive material are stored securely, using industry-standard encryption and access control mechanisms.
- Google Analytics, Google Tags, and related cookies may be utilized to enhance user experience and optimize project outcomes. Clients and website users consent to the collection and use of cookies for analytical purposes.
- Changes to government regulations, legal frameworks, or compliance requirements automatically apply to ongoing and future projects. UV Netware reserves the right to implement internal policy enhancements to improve service quality, which will not negatively affect existing projects unless mandated by law.

7. Client Responsibilities, Obligations, and Conduct

- Clients are expected to engage professionally, providing all necessary resources, information, approvals, and feedback in a timely and lawful manner. Communication should remain courteous and professional, conducted in English, Gujarati, or Hindi.
- Client-caused delays, lack of information, or non-cooperation may affect project timelines. UV Netware assumes no liability for delays caused by client actions. Clients must also comply with contractual, legal, and professional obligations to ensure seamless project execution.

8. Intellectual Property, Branding, and Copyright Protection

- All intellectual property, including but not limited to software code, website designs, APIs, databases, mobile applications, branding, logos, trademarks, and any other proprietary material developed, produced, or delivered by UV Netware (hereinafter referred to as “Deliverables”) shall remain the exclusive property of UV Netware Private Limited until full payment for the project has been received. Any usage, reproduction, distribution, or modification of the Deliverables without explicit written consent from UV Netware is strictly prohibited and may result in legal action, including but not limited to claims for damages, injunctions, or compensation.
- Clients are granted a limited, non-transferable license to use the Deliverables strictly for the purpose agreed upon in the project contract. Any attempt to use the Deliverables beyond the scope of this agreement, including commercial exploitation, resale, or public distribution, shall constitute a breach of contract and intellectual property law. UV Netware retains all rights to brand identity, proprietary tools, templates, scripts, frameworks, and methodologies employed during the project.
- Additionally, the Client shall not use any UV Netware trademarks, logos, or proprietary materials in any media, online presence, marketing campaigns, or business materials without prior written authorization. Unauthorized usage will be subject to immediate legal action, including but not limited to injunctive relief and monetary compensation for damages incurred by the Company.
- UV Netware also reserves the right to include project outcomes in its portfolio, case studies, marketing materials, and promotional content, unless expressly prohibited in writing by the Client at the time of contract signing. In such cases, all sensitive data will be anonymized to maintain confidentiality and comply with applicable data protection laws.

9. Refunds, Satisfaction, and Post-Project Assistance

- UV Netware strives for maximum client satisfaction while maintaining professional and legal boundaries regarding refunds. All projects follow a three-phase payment model: 45% advance at project commencement, 45% after 75% project completion, and the remaining 10% upon final handover. Refunds are strictly governed by the following provisions:

- **Cancellation within 12 Days:** Clients may cancel the project within 12 days of contract initiation to receive a full refund of the advance payment.
- **Cancellation After 12 Days:** Cancellation beyond 12 days will result in a 15% refund of the advance, with the remainder considered compensation for preliminary work, planning, resource allocation, and administrative costs.
- **Post-Project Concerns:** Clients may report project-related issues or request support within three months post-delivery. While UV Netware will provide alternate solutions or modifications where feasible, there is no guarantee of additional refunds beyond the refund policy.
- UV Netware guarantees five complimentary updates for each project for a period of one year post-delivery. These updates include minor bug fixes, security patches, or optimization adjustments. Additional updates requested after the one-year period will incur charges equivalent to the original project-day rate, ensuring fairness and continuity of service.
- Clients acknowledge that satisfaction is a collaborative effort. UV Netware will make reasonable accommodations to meet expectations, but the ultimate responsibility for providing accurate project requirements, timely approvals, and cooperation rests with the Client.

10. Liability, Indemnification, and Limitations

- UV Netware operates under a strict legal framework that balances professional accountability with reasonable limitations of liability. The Company shall not be held liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of revenue, loss of business opportunities, or reputational damage resulting from the use or inability to use Deliverables.
- Clients agree to indemnify, defend, and hold harmless UV Netware, its officers, directors, employees, agents, and subcontractors against any claims, liabilities, losses, or damages arising from:
 1. Misuse, unauthorized distribution, or reproduction of Deliverables.
 2. Non-payment, delayed payment, or breach of contract terms.
 3. Misrepresentation, provision of incorrect data, or failure to comply with legal or regulatory requirements.
 4. Any claim, suit, or dispute arising from client-side activities, including negligence, misuse, or breach of third-party rights.
- UV Netware's total liability for any project or service shall not exceed the total amount paid by the Client for that project. This limitation applies to all claims, regardless of legal theory, including contract, tort, negligence, strict liability, or any other basis.

11. Force Majeure

- UV Netware shall not be held responsible for delays, failures, or non-performance resulting from events beyond its reasonable control. Such events include, but are not limited to, natural disasters, pandemics, acts of war, civil unrest, government actions, labor strikes, or internet/service outages.

In the event of a force majeure occurrence, UV Netware will:

1. Notify the Client in writing within five business days.
 2. Extend project deadlines reasonably to accommodate the unforeseen circumstances.
 3. Make all reasonable efforts to resume and complete the project in alignment with contractual obligations once circumstances allow.
- Clients acknowledge and accept that force majeure events may impact delivery timelines, and UV Netware shall not be liable for damages or penalties arising from such delays.

12. Communication, Language, and Marketing

- All formal communications shall be conducted through verified email channels to ensure authenticity, traceability, and legal compliance. Official project communications will be in English, Gujarati, or Hindi, depending on mutual agreement.
- UV Netware may occasionally send promotional or informational emails regarding new services, offerings, or updates. Clients have the full right to opt out of marketing communications at any time, and UV Netware will honor such requests promptly.
- Transactional communications, including project updates, invoices, payment confirmations, and contractual correspondence, shall only be made via email to maintain accuracy, security, and traceability. Clients acknowledge that UV Netware is not responsible for communications sent via unverified channels.

13. Governing Law, Jurisdiction, and Dispute Resolution

- This Policy, and any related contracts, shall be governed by and construed in accordance with the laws of India, with the courts of Gujarat having exclusive jurisdiction.
- In the event of disputes, conflicts, or disagreements arising out of or relating to this Policy or the project contract:

1. Both parties agree to engage in good-faith negotiations to resolve the matter amicably.
 2. If negotiations fail, disputes shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any subsequent amendments, with the arbitration proceedings conducted in Gujarat, India.
 3. The arbitrator's decision shall be final, binding, and enforceable in all courts of competent jurisdiction.
- Clients explicitly agree that legal action or arbitration is the exclusive remedy for dispute resolution and waive the right to pursue class-action lawsuits or other collective legal actions against UV Netware.

14. Policy Updates, Amendments, and Compliance

- UV Netware reserves the right to update, amend, or modify this Policy at any time to ensure compliance with legal requirements, technological advancements, and industry best practices.
 1. Government Mandated Changes: Clients are automatically bound by policy changes required by legal or regulatory authorities.
 2. Internal Policy Enhancements: UV Netware may introduce procedural or operational improvements during project execution without retroactively affecting existing agreements, except where compliance mandates otherwise.
 3. Company Discretion: The Company may change, update, or modify this Policy at any time at its sole discretion, and clients will be notified of such changes via email or official communication channels. Continued engagement with UV Netware services after notification constitutes acknowledgment and acceptance of the updated policy.
- Clients will be notified of significant policy amendments, but continued engagement with UV Netware services constitutes acknowledgment and acceptance of updated policies.

15. Miscellaneous Provisions

- Binding Nature: This Policy constitutes a legally binding agreement between UV Netware and the Client.
- Waivers: Failure to enforce any provision does not constitute a permanent waiver of rights.
- Severability: If any provision is found unenforceable, it shall not affect the enforceability of remaining provisions.
- Confidentiality: Both parties agree to maintain strict confidentiality regarding proprietary information, project deliverables, and sensitive data.
- Professional Conduct: Clients and UV Netware personnel are expected to maintain professional, lawful, and respectful conduct at all times.

- Promotional Communications: Optional marketing messages will not exceed reasonable frequency, and clients can opt out anytime.
- Transactional Security: All financial, contractual, and project communications are conducted through secured, verifiable channels, ensuring authenticity and traceability.

• **16. Acceptance, Acknowledgment, and Binding Agreement**

- By engaging UV Netware services, making an advance payment, or otherwise interacting with the Company under this Policy, the Client explicitly acknowledges, understands, and agrees to all the terms and conditions outlined herein. The Client further agrees to cooperate lawfully, professionally, and responsibly, ensuring timely provision of information, approvals, and resources necessary for successful project completion.
- This Policy, together with the project contract and any associated documents, represents the entire agreement between UV Netware and the Client, superseding all prior communications, understandings, or agreements, whether written or verbal.

UV Netware Private Limited

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