

Terms and Conditions

Last Updated: 15/03/25

1. Agreement to Terms

By accessing and using the services provided by Devou ("Company," "we," "us," or "our"), you ("Client," "you," or "your") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, please do not use our services.

2. Services

Devou provides digital development services including but not limited to:

- Custom web application development
- Website design and development
- Mobile application development
- AI-driven workflow implementation
- Software consulting and technical advisory services
- Digital transformation solutions

3. Client Responsibilities

3.1 Information and Materials

- You agree to provide accurate, complete, and timely information necessary for project completion
- You will provide all required materials, content, and access credentials in a timely manner
- You are responsible for obtaining all necessary permissions for materials provided to us

3.2 Collaboration

- You agree to participate actively in the development process
- You will provide feedback and approvals within agreed timeframes
- Delays in client response may result in project timeline adjustments

4. Payment Terms

4.1 Pricing and Invoicing

- All prices are quoted in Indian Rupees (INR) unless otherwise specified
- Payment terms will be specified in individual project agreements
- Late payments may incur interest charges of 2% per month

4.2 Payment Schedule

- Project payments are typically structured as follows:
 - 50% advance payment upon project commencement
 - 25% upon milestone completion
 - 25% upon project delivery
- Custom payment schedules may be negotiated for larger projects

5. Project Timeline and Delivery

5.1 Timeline

- Project timelines are estimates based on information provided at project initiation
- Timelines may be adjusted due to scope changes, client delays, or unforeseen technical challenges
- We will communicate any timeline changes promptly

5.2 Delivery

- Projects will be delivered according to specifications outlined in the project agreement
- Minor revisions are included in the original scope
- Major changes may incur additional charges

6. Intellectual Property

6.1 Client Content

- You retain ownership of all content, data, and materials provided to us
- You grant us a license to use provided materials solely for project completion

6.2 Developed Solutions

- Upon full payment, you receive ownership of custom code developed specifically for your project
- Third-party components, libraries, and frameworks remain under their respective licenses
- We retain the right to use general methodologies and techniques in future projects

6.3 Portfolio Rights

- We may showcase completed projects in our portfolio unless specifically requested otherwise
- Client information will be kept confidential unless permission is granted for marketing use

7. Warranties and Disclaimers

7.1 Service Warranty

- We warrant that services will be performed with professional competence
- We provide a 30-day warranty period for bug fixes on delivered projects
- Warranty does not cover issues arising from client modifications or third-party integrations

7.2 Disclaimers

- Services are provided "as is" without warranties beyond those stated herein
- We do not guarantee specific business outcomes or performance metrics
- We are not liable for third-party service interruptions or failures

8. Limitation of Liability

Our total liability for any claims arising from our services shall not exceed the total amount paid by the client for the specific project. We are not liable for indirect, incidental, or consequential damages including lost profits or business interruption.

9. Confidentiality

Both parties agree to maintain confidentiality of proprietary information shared during the project. This obligation survives termination of the service agreement.

10. Termination

10.1 Termination by Client

- Projects may be terminated with 15 days written notice
- Client remains liable for work completed and expenses incurred
- Deliverables completed to date will be provided upon payment

10.2 Termination by Company

- We may terminate services for non-payment or breach of terms
- 15 days written notice will be provided when possible
- Client rights to deliverables are contingent on payment settlement

11. Dispute Resolution

11.1 Governing Law

These Terms are governed by the laws of India, specifically the jurisdiction of Kerala state courts.

11.2 Dispute Resolution Process

- Initial disputes should be addressed through direct communication
- Mediation will be attempted before legal proceedings
- Legal disputes will be resolved in the courts of Ernakulam, Kerala

12. Force Majeure

Neither party shall be liable for delays or failures in performance resulting from acts beyond reasonable control, including natural disasters, government actions, or other unforeseeable events.

13. Modifications

We reserve the right to modify these Terms at any time. Clients will be notified of significant changes. Continued use of services constitutes acceptance of modified Terms.

14. Entire Agreement

These Terms, along with individual project agreements, constitute the complete agreement between parties. Any modifications must be in writing and signed by both parties.

15. Severability

If any provision of these Terms is found unenforceable, the remaining provisions shall continue in full force and effect.

16. Contact Information

For questions regarding these Terms and Conditions, please contact:

Devou

Website: www.devou.in

Email: info@devou.in

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