

These terms and conditions are applicable to all App Development projects that are undertaken by DIGITAL INDIA COMPANY ("The Supplier"). If the App is to be hosted and supported by DIGITAL INDIA COMPANY, also view the Google App Console Service terms and conditions. By using the Digital India Company website or any of the Digital India Company mobile application ("apps") services, you are agreeing to be bound by the following terms and conditions. The definition of "The Client" used in this document pertains at all times to the organization that is the intended party requesting apps from Digital India Company.

1. Acceptance.

A brief overview of these terms and conditions is submitted along with project quotations and must be agreed prior to work commencing. Alternatively, payment of an advance fee or payment online is an acceptance of our terms and conditions. These terms and conditions are always available on our website for review. Digital India Company reserves the right to update and change the terms and conditions that apply to all clients without notice. The updated terms and conditions will only be in effect once they are published on the Digital India Company (www.digitalindiacompany.com) website.

2) Charges.

Charges for services to be provided by DIGITAL INDIA COMPANY are defined in the project proposal that the Client receives via email. Proposal quotations are valid for a period of 30 days unless alternate time-scales have been agreed beforehand with the Client. DIGITAL INDIA COMPANY reserves the right to alter or decline to provide a quotation after expiry of the valid timescale.

All App Development projects costing less than Rs.200,000 will require an advance payment of forty percent of the project quotation total before work will commence. All other projects require a thirty percent down payment. The remaining balance of the project quotation need to paid in milestones as mentioned in the proposal mailed to the client with the remaining due upon completion of the work prior to upload to the Google Play Store or release of materials. Charges for App development does cover the release of source Photoshop files; but excludes source-code to web based Content Management System.

Payment for services is due by online payment, cheque or bank transfer. Cheques should be made payable to DIGITAL INDIA COMPANY and sent to: OFFICE NO 5, MAHESH GALAXY, WADGAON BUDRUK, NEAR SINHAGAR COLLEGE,PUNE 411041.

3) Client Review.

DIGITAL INDIA COMPANY will provide the Client with an opportunity to review the appearance and content of the App during the design and once they are completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies DIGITAL INDIA COMPANY otherwise within twenty days of the date the materials are made available to the Client.

4) Project Schedule and Content Control.

In the majority of projects, DIGITAL INDIA COMPANY will supply the Client's App by the date specified in the project proposal. If no such date is specified, the time-scale shall be within eight weeks of the date initial payment is received, unless a delay is specifically requested or made due to change in the project scope by the Client and agreed by DIGITAL INDIA COMPANY. An alternate time-scale can be agreed during the initial project discussion.

In return, the Client agrees to delegate a single individual as 'first-point-of-call' to aid DIGITAL INDIA COMPANY with completing the project in a satisfactory and expedient manner.

During the project, DIGITAL INDIA COMPANY will require the Client to provide copy and images. If content is not provided within two weeks of an official request by email then DIGITAL INDIA COMPANY reserves the right to advise the Client of a revision to the final payment subject to any costs incurred in the project delay. If content is not provided within four weeks from the original email request then the Client is considered to be in default of the project, the project will be terminated and the Client sent the final invoice for immediate payment. DIGITAL INDIA COMPANY will agree, at its discretion, to recommence the project after agreement is reached on a new quotation document and once the original fees have been paid.

Digital India Company will use reasonable efforts to have the application approved by the Google Play app stores. Although there is generally a high likelihood of approval, we do not and cannot guarantee approval. If the app is continually denied by the app stores because The Client has not accepted Digital India Company's advice on what changes are required for the approval of the app in the app stores, The Client will not be entitled to a refund of the initial setup fee.

In the event of there being customised development work, the quotation provided will be a best estimate based on current understanding at the time of quotation and with a view of it not taking more than the number of days of development effort quoted. In the event of it taking longer because of the need for additional resources or variations by The Client the standard rates of Digital India Company will apply.

It is understood and agreed by The Client that issues can occur and that in the event of any customer complaint or concern The Client shall refer it, or them, to Digital India Company.

This will not be a basis for voiding its obligation to pay Digital India Company or withholding payment.

It is understood by the Client that the apps will operate on , Android Phones and Android Tablets (Compatible with Android 2.1 (Éclairs) and beyond) as we only provide Android Studio Development platform.

Digital India Company warrants that the service shall be performed with reasonable care in a diligent and competent manner. To the fullest extent permitted by law, this clause is Digital India Company's only warranty concerning the services and is made expressly in lieu of all other warranties and representations, express or implied, including warranties of merchantability, non-infringement or fitness for a particular purpose, or otherwise.

Digital India Company may issue an update to the Client's apps which may add, modify and/or remove app features. These updates may be pushed out automatically without notice, although

Digital India Company intends to notify the Client in advance of an upcoming update with details on what the update includes.

Digital India Company does not warrant and is not responsible for any products or services, including delivery of messages by carriers, on other networks or on other providers systems or infrastructure which is beyond the best efforts of Digital India Company, which it is accepted to have been made by Digital India Company on its own systems.

Digital India Company does not warrant to any client the benefit of any Digital India Company products or services that any client shall acquire from Digital India Company.

The Client warrants that it has not relied on any representations in writing or otherwise by Digital India Company and that it is bound by these terms and conditions as a precondition of doing business with Digital India Company which it accepts by making any payment to Digital India Company or requests for its products or services.

No additional programming or support charges shall be levied by Digital India Company to the client other than the initial development and monthly charges unless required and agreed by the client in writing in advance of such work.

Where Digital India Company should incur any additional charges Digital India Company will notify The Client of any such charges as soon as practicable thereafter and The Client shall have their right to decline same.

All service charges are based on Digital India Company standard reporting being provided. Additional reporting requirements may incur additional charges pre-agreed with The Client. The agreed setup charge shall include design of the splash screen and deployment to the relevant store of Android. There shall be no additional establishment charges for app design or for building the app unless further customisation requires it to be higher.

Unless otherwise notified, the monthly support charge is to be Rs 1500 per month when one year is paid for in advance, Rs 5000 per month for payment by credit card or Rs 10000 per month for payment by invoice. Digital India Company shall have the discretion of increasing or decreasing the monthly support charge on the condition that 30 days of notice is provided.

The first monthly support charge is due on the date this agreement is signed by The Client and covers the upcoming month. If any monthly support amount is not paid within seven days of being due, Digital India Company is entitled to provide a further 7 days of notice before terminating this agreement.

Digital India Company reserves the right to terminate the service for any reason on reasonable grounds, including if payment is not received within 14 days of it being due. The decision to terminate shall be communicated to The Client as soon as practicable after making such decision. Further, in the event that the service is discontinued due to failure to pay, Digital India Company reserves the right to charge a reactivation fee if The Client requests that the service be reactivated and Digital India Company were to agree to reactivate it.

Digital India Company reserves the right to levy a Wasted Service Call-Out (WSC) charge of Rs 2500 per hour or part thereof, where it has been deemed "reasonable" to expect that The Client could have located the cause of the fault and taken "reasonable" steps to rectify the situation, and this has not occurred or where it Digital India Company determines that there was no fault attributed to Digital India Company.

In the event of the termination of any service or services arising from or incidental to this Agreement or introduced by Digital India Company it is agreed that ownership of the Intellectual Property giving rise to such service or services shall remain the property of Digital India Company including the name of the application in either or both of the App Store or in Google Play for the service. This excludes any pre-existing Intellectual Property created by The Client such as trademarks, logos or copyright information.

Either party may withdraw from this agreement by giving one month clear notice to the other when the relationship of supply, the obligation of any payments beyond that expiration of the one month shall cease.

In the event of service termination The Client agrees that Digital India Company has the right to destroy any customer data unless payment for transfer of it is agreed by the Client with Digital India Company within 7 days of service cancellation.

In the event that the service provided by Digital India Company to The Client is terminated Digital India Company shall not be required to facilitate the data, unless on mutually agreed terms, to The Client or any third party and shall within 7 days of such termination becoming effective destroy all of The Clients data.

Neither party represents any guarantee of success in any way for any initiative or developed application.

Where The Client specifically uses or requests the use of material that may be protected under copyright laws, The Client agrees to indemnify Digital India Company for any infringement on such copyright.

The Client indemnifies Digital India Company from and against any claim, demand, action, suit or proceeding that may be brought by any person against them or their employees or agents or any of them in respect of personal injury to or the death of any person whatsoever or loss of or damage to any property or any other loss or damage whatsoever arising out of or as a consequence of an unlawful act or negligent act or omission by The Client in the execution of the work under this Agreement, or by their use of their account, and also from any costs and expenses that may be incurred with any such claim, demand, action suit or proceeding.

The Client does not have an exclusive right to use or distribute the service in any industry or territory and nothing in this agreement or relationship shall give rise to access to the source code or intellectual property of Digital India Company which is agreed to be a valuable asset of Digital India Company and is protected under Copyright Law and all rights are reserved in it.

In the event of any dispute between the client and Digital India Company it shall be determined by a Mediator and it is agreed between both parties that the maximum claim allowed against Digital India

Company shall be not more than Rs 5000 being the standard monthly cost levied by Digital India Company to a client.

Digital India Company will not accept responsibility for any server down time, server delayed response time, network issues, or any other issues caused by interruption or intermittent issues of the underlying hosting service provider.

The Client must not hack the Digital India Company service or modify another website so as to falsely imply that it is associated with Digital India Company.

No Client may rely on any information received by Digital India Company in relation to service provision or the benefits perceived or otherwise may derive for any Client or relationship of any Client.

Digital India Company or any related entity or party of Digital India Company will not under any circumstances accept liability for any damages or losses occurring be they direct, indirect, incidental, identifiable, special or consequential arising from not being able to use or fully use the Digital India Company servers or apps or arising from any mistake, omission, interruption, deletion to data or loss of data or virus or howsoever occurring which affects the performance or availability of the app or being able to transact via the app.

Digital India Company will not accept liability for any damages for loss of business or loss of profits arising from breach of this agreement or breach of any stated or perceived warranty and such exclusion of liability is to be read and understood as applying directly or indirectly with any party obtaining services from Digital India Company via a Client or Digital India Company Reseller White Label Client. Such exclusion of liability by Digital India Company shall apply whether it otherwise would arise pursuant to contract or tort or construed as arising from this agreement. The exclusion of liability by Digital India Company shall survive any termination of this Agreement for any reason.

In the event of Digital India Company incurring legal costs it shall have the right to recover same should it succeed in any litigation but shall not be liable to pay any other party or parties legal costs in any proceedings.

In the event that any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

It is agreed between the parties that the terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission which shall include all rights and obligations following termination and or assignment, terms pursuant to liability and limits as stated, indemnification and warranty as well as the right of not facilitating services at the discretion of Digital India Company without being required to give reason for same.

5) Payment.

An invoice will be issued at the start of the project to cover the initial setup charge. A final invoice will be provided by DIGITAL INDIA COMPANY upon completion of the Development, Design and any associated services. Depending on the size of the project, and agreed milestones, intermediary milestone invoices may also be raised. Invoices are normally sent via email and SMS; however, the Client may elect to receive hard copy invoices. All invoice payments are due immediately. Final invoice is due before completed App will be submitted to the Google Play Store and sourcecode released. If the invoice has not been settled after thirty days then DIGITAL INDIA COMPANY will consider the account to be in default.

6) Default.

If the Client in default has any information or files on DIGITAL INDIA COMPANY' host space, DIGITAL INDIA COMPANY can, at its discretion, remove all such material from its host space. DIGITAL INDIA COMPANY is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account.

Cheques returned for insufficient funds, or electronic payments returned unpaid will be assessed a return charge of Rs.500 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay DIGITAL INDIA COMPANY reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by DIGITAL INDIA COMPANY in enforcing these Terms and Conditions.

7) Termination.

Termination of the project by the Client must be requested in writing or email and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing or email.

The Client will be invoiced for design and development work completed to the date of first notice of cancellation for payment in full within fourteen days. Any deposit paid prior to project commencement will be forfeited if the project is cancelled by the client, even if no deliverable work has been completed.

8) Legal Restrictions.

This agreement is also bound by the DIGITAL INDIA COMPANY Non Disclosure Agreement and for Client Apps Hosted and Supported the DIGITAL INDIA COMPANY Services Terms and Conditions.

9) Copyright.

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants DIGITAL INDIA COMPANY the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client

is further responsible for granting DIGITAL INDIA COMPANY permission and rights for use of the same and agrees to indemnify and hold harmless DIGITAL INDIA COMPANY from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for App design and/or development shall be regarded as a guarantee by the Client to DIGITAL INDIA COMPANY that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

10) Media Delivery Requirements.

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered via e-mail, CD-ROM, DVD, or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpg or .png format. The specific requirements will be discussed and agreed with the Client prior to commencement of the project. Although every reasonable attempt shall be made by DIGITAL INDIA COMPANY to return to the Client any images or printed material provided for use in creation of the Client's App, such return cannot be guaranteed.

11) Access Requirements.

If the Client's App is to be published on a third-party development account, DIGITAL INDIA COMPANY must be granted temporary access to the account to prepare App submission. If the Client's App is to interact with a third-party remote server the Client shall provide full access details to storage and content directories. Depending on the specific nature of the project, other resources might also need to be configured on the server.

12) Post Project Alterations.

DIGITAL INDIA COMPANY cannot accept responsibility for any alterations caused by the Client or a third party occurring to the Client's App once installed. Such alterations include, but are not limited to additions, modifications or deletions. DIGITAL INDIA COMPANY may require a one-off App Development charge before resolving any issues that may arise.

13) Third Party Services.

DIGITAL INDIA COMPANY may require the usage of third party services – for example, Google Maps API – to complete the Client's project requirements and will ensure these services are integrated into the project and working correctly upon completion. DIGITAL INDIA COMPANY cannot be held responsible for subsequent changes or issues with these third party services that may result in issues on the Client's App and may require a one-off App Development charge before resolving any problems that may arise.

14) Domain Names.

DIGITAL INDIA COMPANY may purchase domain names on behalf of the Client, in which case they will then be renewed on an annual basis and the Client will be invoiced by DIGITAL INDIA COMPANY. For all domains, reminder emails will be sent out to the client before the domain expires at sixty and thirty days before expiration. Domains are automatically renewed ten days before expiration. In all cases, the Client must notify DIGITAL INDIA COMPANY that they do not wish to keep the domain twenty days before the expiration date. The loss, cancellation or otherwise of the domain brought about by none or late payment is not the responsibility of DIGITAL INDIA COMPANY. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

15) General.

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

16) Purchase And Use SMS

The Client will be responsible for all costs incurred from the use of any SMS account established for The Client which will be charged as one credit for every 160 characters (or part thereof) used in a message up to a maximum of 6 credits for 960 characters. In the event that the client utilizes SMS to promote availability of its apps to other parties it shall ensure that the message and phone numbers they are to broadcast with a link to The Clients Mobile Application are accurate.

17) Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of India, applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in a court in Pune, India.