

GEOUI STUDIO — TERMS & CONDITIONS

Effective Date: 1 January 2026 | Last Updated: 2026

These Terms and Conditions (“Terms”) constitute a binding agreement between GeoUI Studio (“GeoUI Studio,” “we,” “us,” or “the Studio”), a digital design and development studio based in Ratlam, Madhya Pradesh, India, and the individual or business entity (“Client,” “you”) engaging our services. By signing a proposal, approving a quotation, making a payment, or otherwise instructing us to begin work, you confirm that you have read, understood, and agreed to these Terms in full.

1. Definitions

“Agreement” refers to these Terms together with the applicable project proposal, quotation, or Statement of Work (SOW). “Deliverables” means the websites, applications, designs, source files, or other work product to be provided under the Agreement. “Project” refers to the specific engagement described in the applicable SOW.

2. Scope of Services

GeoUI Studio provides Website Development, Web Application Development, Mobile Application Development, UI/UX Design, Graphic & Brand Design, and Custom Software Development services. The specific scope, features, technology stack, timeline, and Deliverables for each Project will be documented in a written proposal, quotation, or SOW prior to commencement, and shall form part of this Agreement.

Any work, feature, or request not explicitly included in the agreed scope is considered out of scope and will be treated as per Clause 6 (Change Requests & Additional Work).

3. Project Timeline & Client Obligations

Timelines communicated to the Client are good-faith estimates based on the agreed scope and on the assumption of timely cooperation from the Client, including but not limited to the provision of content, credentials, feedback, and approvals within 3–5 business days of request unless otherwise agreed.

GeoUI Studio shall not be held responsible for delays in delivery caused by the Client's failure to provide required inputs, delayed approvals, or changes requested after a milestone has been signed off. Such delays will result in a corresponding extension of the project timeline.

4. Payment Terms

Fees are payable in Indian Rupees (INR) for Clients based in India, and in United States Dollars (USD) for international Clients, as specified in the agreed quotation or invoice. Where an amount is converted between currencies, the exchange rate prevailing on the date of invoice shall apply, unless a fixed rate has been agreed in writing.

Payments follow a milestone-based structure, typically: 30% advance on commencement, 20% on completion of UI/UX design, 30% on completion of backend development, and 20% on final delivery. The exact schedule for a given Project will be set out in the applicable SOW.

An advance payment is required before any work commences. Work will be paused, and delivery timelines suspended, if any scheduled milestone payment is not received within 7 days of the due date. Final source files, credentials, hosting access, and deployment shall be released only upon receipt of full and final payment.

Late payments beyond 15 days of the due date may attract a late fee of up to 2% per month on the outstanding amount, at GeoUI Studio's discretion. Any bank, payment-gateway, or currency conversion charges are borne by the Client.

5. Intellectual Property Rights

Upon receipt of full and final payment, ownership of the final, agreed Deliverables transfers to the Client, excluding any pre-existing tools, frameworks, proprietary code libraries, or reusable components owned by GeoUI Studio, which remain our property and are licensed to the Client for use within the Deliverable on a perpetual, royalty-free basis.

GeoUI Studio retains the right to display and reference completed work, including designs, screenshots, and case studies, in its portfolio, website, marketing materials, and social media channels, unless the Client requests confidentiality in writing prior to project commencement.

Any third-party assets used in a Project (stock imagery, fonts, plugins, or licensed software) remain subject to their respective third-party licenses, and it is the Client's responsibility to maintain any ongoing subscriptions required for continued use.

6. Revisions, Change Requests & Additional Work

A reasonable number of revisions, as specified in the applicable SOW, are included within the agreed project fee. Revision requests must relate to the originally agreed scope and design direction.

Requests that go beyond the included revisions, alter the original scope, or are made after a milestone has been approved by the Client will be treated as a Change Request.

Change Requests will be quoted separately and require written approval before work begins.

7. Warranties & Post-Launch Support

GeoUI Studio warrants that Deliverables will be free of material defects and will function substantially as described in the SOW at the time of delivery. We provide a complimentary bug-fix window of 3 months from the delivery/launch date, covering defects in functionality delivered by us (excluding new features, third-party service changes, or issues arising from Client-side modifications).

Ongoing maintenance, feature additions, content updates, and support beyond the complimentary window are available under a separate maintenance agreement or on a paid basis.

8. Third-Party Services & Hosting

Where a Project relies on third-party services such as domain registrars, hosting providers, payment gateways, APIs, or SaaS platforms, GeoUI Studio is not responsible for outages, policy changes, pricing changes, or service discontinuation by such third parties. Any associated subscription or usage costs are borne by the Client unless otherwise agreed.

9. Limitation of Liability

To the maximum extent permitted by law, GeoUI Studio's total liability arising out of or relating to a Project shall not exceed the total fees paid by the Client for that Project. GeoUI Studio shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue, profits, data, or business opportunity, arising from the use of our services or Deliverables.

10. Confidentiality

Both parties agree to keep confidential any non-public business, technical, or financial information disclosed during the course of the Project, and not to disclose such information to third parties without prior written consent, except where disclosure is required by law or governmental authority.

11. Termination

Either party may terminate the Agreement by providing 7 days' written notice. In the event of termination, the Client shall pay for all work completed up to the termination date, calculated on a pro-rata basis against the applicable milestone. Any advance paid for work not yet performed will be refunded within 15 business days of termination, less any non-recoverable third-party costs already incurred.

12. Force Majeure

Neither party shall be held liable for any failure or delay in performance resulting from circumstances beyond its reasonable control, including natural disasters, internet or infrastructure outages, government restrictions, or other events of force majeure.

13. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement shall first be addressed through good-faith negotiation between the parties, and failing resolution, shall be subject to the exclusive jurisdiction of the courts at Indore, Madhya Pradesh, India.

14. Amendments

GeoUI Studio reserves the right to update these Terms from time to time. The revised Terms will be posted on our website with an updated “Last Updated” date, and will apply to Projects commencing after the date of revision. Continued engagement of our services after such changes constitutes acceptance of the updated Terms.

15. Contact Information

GeoUI Studio

Email: inquiry.geoui@gmail.com

Phone: +91 9926140507

Location: Ratlam, Madhya Pradesh, India

Website: <https://www.geouistudio.com>

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