# Terms & Conditions – MaVionix

**Effective Date:** 14 July 2025  
**Website:** [www.mavionix.com](http://www.mavionix.com/)  
**Email:** [mavionix360@gmail.com](mailto:mavionix360@gmail.com)

## 1. Introduction

Welcome to **MaVionix**.These Terms and Conditions establish the legal framework that governs your access to and use of our website, digital products, services, and any associated platforms operated or owned by MaVionix. This includes any interactions with us via online forms, email communication, client portals, or service delivery platforms.

By accessing our website (www.mavionix.com), creating an account, requesting a quote, initiating a service, signing a proposal, or engaging with our content in any form—whether free or paid—you agree to be legally bound by these Terms. This agreement governs the rights and responsibilities of both the user and MaVionix.

We advise all users to read these Terms carefully before using our website or entering into any contractual agreement with us. If you do not agree with any part of these Terms, you should refrain from using our services or website.

MaVionix reserves the right to update, revise, or modify these Terms at any time, at its sole discretion. Updates will be published on this page with the effective date mentioned above. Continued use of our services after such changes constitutes your acceptance of the revised Terms.

These Terms are supplemented by our Privacy Policy, Cookie Policy, individual project agreements, Statements of Work (SOW), and Non-Disclosure Agreements (if signed).

## 2. Services Overview

MaVionix provides a wide array of advanced digital, AI-driven, and design-centric services. Our offerings are tailored for startups, enterprises, educational institutions, and individual clients seeking innovation, automation, and scalability.

The services we offer include, but are not limited to:

### 2.1 Website and Web Application Development

We design and develop fully responsive, high-performance websites and web apps, including:

* Static websites
* Dynamic CMS-based portals (e.g., WordPress, Webflow)
* Custom web applications using modern frameworks (e.g., React, Node.js, Laravel)
* E-commerce platforms (e.g., Shopify, WooCommerce, custom stores)

### 2.2 AI Chatbot Development

Our AI-powered chatbot solutions use technologies like GPT, Dialogflow, Rasa, and custom NLP engines to:

* Automate customer service
* Provide lead generation and qualification
* Assist in recruitment and onboarding
* Integrate with WhatsApp, Messenger, Slack, and web platforms

### 2.3 Branding & Graphic Design

We offer complete visual branding and design services that include:

* Logo design, typography, and color palette
* Brand identity manuals
* Social media creatives
* UI/UX design for web and mobile apps

### 2.4 AI-Powered Automation & Workflow Optimization

Our intelligent automation services are designed to streamline operations:

* Custom script-based automation for repetitive tasks
* Integration of AI tools in CRMs, ERPs, and SaaS platforms
* Email parsing, document classification, and chatbot automation
* APIs and webhook-driven logic builders

### 2.5 Content Writing & SEO Services

We provide content services that balance creativity with strategy:

* Website copywriting
* Blog/article writing
* Technical documentation
* SEO keyword optimization, backlink building, and on-page SEO audits

### 2.6 Recruitment Automation Solutions

Our recruitment automation systems assist HR teams and staffing agencies with:

* Candidate screening bots
* CV parsing and matching algorithms
* ATS (Applicant Tracking System) integration
* Interview scheduling automation

### 2.7 Custom Solutions

We also offer custom consulting and development based on specific client requirements, including:

* SaaS platform MVPs
* Data analytics dashboards
* Mobile app design support
* Cross-platform integrations

Each service engagement is defined by a formal proposal, quotation, or project agreement. Scope, timeline, cost, and deliverables are outlined clearly to avoid any ambiguity.

For the most up-to-date list of services and portfolio, please visit: [www.mavionix.com](https://www.mavionix.com)

## 3. Eligibility and User Obligations

In order to access and use MaVionix's services, the following eligibility criteria and user obligations must be fulfilled. These ensure a secure, compliant, and professional relationship between the client and the company.

### 3.1 Eligibility Criteria

* You must be at least **18 years old** or have legal capacity as per the jurisdiction in which you reside.
* If you are using our services on behalf of an organization, you must be authorized to bind that entity to these Terms.
* Individuals or entities who have previously been suspended or terminated by MaVionix are not permitted to use our services without prior written approval.

### 3.2 User Account Obligations (if applicable)

* If you are required to register or create a client account to access certain services, you agree to:
  + Provide accurate, current, and complete information during the registration process.
  + Maintain the confidentiality of your login credentials.
  + Immediately notify MaVionix of any unauthorized use of your account or suspected security breaches.

### 3.3 Acceptable Use

As a user of MaVionix services, you agree to:

* Use our services in compliance with all applicable local, state, national, and international laws and regulations.
* Refrain from using our services for:
  + Posting, uploading, or transmitting content that is defamatory, offensive, or violates any third-party rights.
  + Distributing malware, spyware, viruses, or other harmful software.
  + Attempting to gain unauthorized access to servers, networks, or data.
* Not engage in fraudulent, deceptive, or unethical practices while using MaVionix services.

### 3.4 Client-Side Responsibilities

* You are solely responsible for ensuring that your infrastructure (e.g., internet, software tools, hosting, hardware) meets the technical requirements for collaboration.
* You must ensure that any data, content, or credentials shared with MaVionix are accurate, lawful, and non-infringing.
* If your project requires third-party assets (e.g., stock images, plugins, licenses), you are responsible for obtaining appropriate rights unless otherwise agreed in writing.

### 3.5 Violations and Consequences

Failure to comply with these obligations may result in:

* Immediate suspension or termination of services.
* Legal action, if the violation results in damage to MaVionix or its reputation.
* Loss of access to client portals, communication channels, or support.

## 4. Account Registration and Access

Certain MaVionix services may require the creation of a client account or secure portal access for project collaboration, document exchange, and communication. This section outlines the responsibilities, security obligations, and conditions related to user accounts.

### 4.1 Account Creation

* When creating a MaVionix account or receiving portal access credentials, you agree to:
  + Provide truthful, current, and complete information during the setup process.
  + Update your account information promptly to reflect any changes.
  + Use an email address you regularly monitor to ensure receipt of updates and project communications.

### 4.2 Account Security

* You are solely responsible for maintaining the confidentiality and security of your login credentials.
* You agree to:
  + Use strong passwords and keep them secure.
  + Refrain from sharing login credentials with unauthorized individuals.
  + Immediately report any unauthorized access, breach, or suspicious activity to MaVionix.

### 4.3 Authorized Users and Access Levels

* Access to client portals or collaboration tools may be granted to multiple team members under a single project.
* Each individual granted access must comply with these Terms and may be assigned role-based permissions.
* You are responsible for any actions taken under your account or by users you authorize.

### 4.4 System Availability and Maintenance

* While MaVionix strives to ensure 99.9% uptime of its client platforms and portals, we may occasionally perform:
  + Scheduled maintenance with advance notice.
  + Emergency maintenance for security or performance fixes without prior notice.
* MaVionix is not liable for temporary access disruptions due to server issues, third-party outages, or scheduled updates.

### 4.5 Account Suspension or Termination

MaVionix reserves the right to suspend or terminate user accounts if:

* The account is used for fraudulent or unauthorized purposes.
* The user violates any provision of these Terms.
* There is evidence of misuse, data scraping, or illegal activities.
* The client fails to maintain an active project or service agreement.

In such cases, MaVionix may, at its discretion, provide a written explanation and, where applicable, data exports for active projects before access is revoked.

## 5. Use of Website and Digital Assets

This section governs the permitted use of MaVionix’s official website (www.mavionix.com), its digital content, and all associated media, files, and tools provided via our platforms.

### 5.1 Ownership and Intellectual Property

* All content on our website and associated platforms, including text, images, code, graphics, videos, illustrations, logos, design elements, UI/UX layouts, and downloadable resources, are the exclusive intellectual property of MaVionix or its licensors.
* Unauthorized use, reproduction, modification, distribution, or public display of any content is strictly prohibited unless written permission is obtained.

### 5.2 Permitted Usage

You may:

* Access and use the website solely for informational purposes or to inquire about services.
* Download brochures, proposals, or shared documents provided specifically for your use.
* Use templates or samples only if they are marked as royalty-free or provided under a separate usage license.

You may not:

* Use any of MaVionix’s content for commercial purposes without prior consent.
* Reverse engineer, decompile, or attempt to extract source code from any of our web applications or scripts.
* Embed or frame our website on another domain without permission.
* Use our logos or brand assets without adhering to brand guidelines or approval.

### 5.3 Prohibited Activities

While using MaVionix digital platforms, users are prohibited from:

* Uploading or linking to malicious software, viruses, or ransomware.
* Attempting to bypass security protocols or exploit vulnerabilities.
* Using bots, crawlers, or automated scripts to extract data (“scraping”).
* Engaging in any action that disrupts the integrity or performance of our servers.

### 5.4 Third-Party Content and Links

* MaVionix may display or link to third-party websites, tools, or services. These are provided for convenience and do not imply endorsement.
* We are not responsible for the accuracy, reliability, or security of third-party content accessed through our website.

### 5.5 Enforcement and Violations

* Violations of this section may lead to legal action, account suspension, or denial of service.
* If you identify misuse of our content or security concerns, report them immediately to mavionix360@gmail.com..

## 6. Client Responsibilities

To ensure smooth collaboration and successful project delivery, MaVionix outlines the following responsibilities for all clients. These responsibilities are fundamental to maintaining a professional, transparent, and effective working relationship.

### 6.1 Accuracy and Clarity of Requirements

* Clients must provide complete, accurate, and detailed briefs, scope documents, or requirements at the start of the engagement.
* If project requirements change mid-way, a formal change request must be submitted, which may affect the timeline and cost.

### 6.2 Timely Communication and Feedback

* Clients agree to provide clear, prompt feedback and approvals during the development and review stages.
* Failure to respond to queries or reviews within agreed timeframes may lead to project delays or rescheduling.

### 6.3 Content and Asset Delivery

* Clients are responsible for delivering all content, images, videos, login credentials, or third-party tools/licenses required for the project.
* Content must be original or legally licensed. MaVionix is not liable for any copyright or IP infringement arising from client-provided materials.

### 6.4 Platform Access and Cooperation

* Clients must provide timely access to hosting platforms, CMS logins, APIs, servers, or any infrastructure required for implementation.
* Cooperation during live deployments, migrations, or testing phases is essential for timely delivery.

### 6.5 Data Security and Confidentiality

* Clients must ensure secure transmission of sensitive information, such as passwords or confidential documents.
* Shared credentials must be valid and protected by strong authentication measures wherever possible.

### 6.6 Compliance and Legality

* Clients agree not to use MaVionix services for illegal, fraudulent, or unethical activities.
* Any request to create or promote content that violates local, national, or international laws will be declined.

### 6.7 Final Review and Acceptance

* Upon delivery, clients must thoroughly review the output and report any issues within the predefined support or warranty period.
* Final acceptance of the work implies that the client is satisfied with the deliverables and has no further claims, unless under separate maintenance/support contracts.

Failure to meet the above responsibilities may impact project timelines, service quality, or incur additional charges.

## 7. Pricing, Invoicing & Payment Terms

This section defines how MaVionix manages quotations, invoicing, and payment for all services rendered. Transparent financial communication is central to ensuring trust, efficiency, and mutual satisfaction throughout every project lifecycle.

### 7.1 Project Estimates and Quotations

* All estimates provided are based on the client’s stated requirements and valid for 15 calendar days unless otherwise specified.
* Any revisions to project scope, timeline, or feature additions requested after initial agreement may result in updated cost estimates.
* MaVionix reserves the right to apply a re-quotation if the project remains inactive or unconfirmed after the initial 15-day window.

### 7.2 Invoicing Structure

* Invoices will be raised according to the project agreement, typically in two or more milestones:
  + 50% advance payment before project initiation.
  + 50% upon delivery, staging review, or final deployment.
* For modular or long-term projects, milestone-based invoicing schedules will be defined in the project scope document.
* Invoices are issued digitally and sent via email unless requested otherwise.

### 7.3 Currency and Payment Gateways

* Domestic clients will be billed in **INR** (₹) and international clients in **USD** ($) unless mutually agreed otherwise.
* Accepted payment methods include bank transfers, UPI, PayPal, Stripe, and other gateways mentioned in the invoice.
* Clients are responsible for any payment gateway transaction charges, foreign exchange conversion fees, or remittance charges.

### 7.4 Payment Due Dates and Late Fees

* Payments must be made on or before the due date mentioned in the invoice (typically 5–10 calendar days).
* Payments delayed beyond 10 days will attract a **late fee of 5%** of the pending invoice amount, applied monthly.
* Persistent delays may result in:
  + Paused project delivery or deployment.
  + Withholding of assets or source files until dues are cleared.
  + Suspension of future service engagements.

### 7.5 Taxes and Regulatory Compliance

* All invoices are subject to applicable local, state, or international taxes including **GST**, **TDS**, or **VAT** as per client jurisdiction.
* MaVionix will provide GST-compliant invoices to Indian clients and any relevant tax documentation for overseas clients.
* Clients required to deduct TDS (India) must provide official TDS certificates within 30 days of deduction.

### 7.6 Disputes and Clarifications

* Any discrepancy or clarification regarding an invoice must be raised in writing within **7 days** of receiving the invoice.
* Disputes raised beyond this period will not be entertained unless mutually agreed upon in writing.

All financial terms are governed by the contractual agreement, and any special conditions must be mutually documented in writing.

## 8. Refunds, Cancellations & Project Pauses

This section outlines MaVionix’s policy on refund eligibility, project cancellation, and pausing of ongoing work. These terms are designed to ensure fairness for both the client and service provider while minimizing disputes and delays.

### 8.1 Cancellation by Client

* Clients may cancel a project at any time by submitting a written request to mavionix360@gmail.com.
* Cancellations requested before project initiation may be eligible for a full refund, excluding administrative or payment gateway fees.
* Cancellations after project commencement will be eligible for a **partial refund**, based on:
  + Hours worked or modules delivered.
  + Resources allocated (e.g., third-party licenses, tools, freelancer contracts).
  + Administrative overhead incurred.

### 8.2 Cancellation by MaVionix

MaVionix reserves the right to cancel a project or engagement under the following circumstances:

* Non-payment beyond 15 calendar days.
* Abusive or unethical client behavior.
* Repeated scope creep or unreasonable revision demands.
* Discovery of illegal, harmful, or prohibited intent behind the requested work.

In such cases:

* Work completed will be billed proportionally.
* Refunds will be processed only if the value of work completed is less than the amount received.

### 8.3 Refund Processing Timeline

* All eligible refunds will be processed within **14 business days** from the approval of the cancellation.
* Refunds will be issued through the original payment method or an agreed alternative.
* Transaction fees or platform charges (if any) are non-refundable.

### 8.4 Non-Refundable Scenarios

Refunds will **not** be applicable in the following situations:

* Final deliverables have been provided or deployed.
* Client delays or non-cooperation caused project failure or quality compromise.
* Services were rendered as per agreed brief but did not meet subjective expectations.
* Digital products or licenses were already procured or activated on behalf of the client.

### 8.5 Paused Projects and Re-engagement Fees

* If a client delays a project for more than **15 consecutive days** without prior intimation, the project will be marked as "on hold."
* Re-initiating a paused project may incur additional coordination or reallocation charges.
* Projects on hold for more than **45 days** may be subject to re-quotation or termination.

## 9. Timelines, Delays, and Dependencies

This section outlines the expectations, dependencies, and limitations around project timelines and delivery milestones. Timely delivery is a collaborative effort that requires both MaVionix and the client to fulfill their responsibilities.

### 9.1 Timeline Commitments

* All project timelines are **estimates** based on initial project scope, complexity, and availability of required resources.
* Estimated timelines are mentioned in the proposal or Statement of Work (SOW) and commence after the advance payment and full content/resource submission.

### 9.2 Client Dependencies

Timelines are contingent on the client’s:

* Timely submission of content, brand assets, and access credentials.
* Prompt feedback and approvals at defined checkpoints.
* Availability for meetings, clarifications, or testing phases.

Failure to meet these obligations may result in:

* Shifting of milestones.
* Rescheduling of allocated resources.
* Delays in overall project completion.

### 9.3 MaVionix-Controlled Delays

MaVionix may encounter unavoidable delays due to:

* Technical complexity or scope misalignment discovered mid-project.
* Staff illness, technical failures, or internal dependencies.
* Legal compliance or policy restrictions.

In such cases:

* Clients will be informed proactively.
* New adjusted timelines will be proposed with a clear justification.

### 9.4 External/Third-Party Delays

MaVionix is not responsible for delays caused by:

* Domain, hosting, or server provider issues.
* Downtime or API failures of third-party services.
* Payment gateway integration failures due to provider-side changes.
* Platform limitations (e.g., CMS/plugin updates, mobile OS updates).

### 9.5 Scope Creep and Mid-Project Additions

* Any new features, modules, or requirements introduced after the project starts will be treated as scope extensions.
* Such changes will require time and cost adjustments, followed by client approval.

### 9.6 Expedited Deliveries

* MaVionix may accommodate urgent or fast-tracked timelines for an additional fee, subject to availability of resources and feasibility.
* Express delivery options must be agreed upon in writing.

## 10. Intellectual Property and Licensing

his section defines the ownership rights, usage permissions, and licensing conditions related to all work products, designs, code, and documentation created by MaVionix during project execution.

### 10.1 Ownership of Deliverables

* Upon full and final payment, the client shall own the **end-product deliverables** created specifically for them, including:
  + Website designs and layouts
  + Source code developed for the project
  + Custom graphics, branding assets, and written content
* This ownership is **non-exclusive** unless a written exclusivity clause is included in the agreement.

### 10.2 MaVionix Pre-Built Assets and Tools

* MaVionix may use pre-existing code libraries, frameworks, scripts, or design components developed by its team prior to the project.
* These components remain the intellectual property of MaVionix and are **licensed** to the client for use **within the scope of the project** only.
* Clients are prohibited from reselling, sublicensing, or repurposing these elements in unrelated projects.

### 10.3 Third-Party Tools and Licenses

* If third-party assets, plugins, APIs, or fonts are integrated into the project:
  + The client is responsible for procuring and maintaining valid licenses where applicable.
  + MaVionix will provide details of any such requirements during the proposal or development phase.
* Any costs related to premium plugins, fonts, hosting plans, domains, or APIs must be borne by the client unless stated otherwise.

### 10.4 Portfolio and Public Display Rights

* MaVionix retains the right to showcase completed projects (including screenshots, case studies, and client logos) in its portfolio, pitch decks, website, or promotional material.
* If the client wishes to restrict public display, this must be communicated in writing prior to project completion and may require an NDA or exclusivity agreement.

### 10.5 Unauthorized Use and Violations

* Any use of MaVionix-developed assets without completing full payment will be considered a breach of intellectual property rights.
* Unauthorized copying, modification, or distribution of code or design elements outside of licensed usage is strictly prohibited and may lead to legal action.

## 11. Confidentiality and Data Protection

MaVionix places the highest importance on safeguarding the confidentiality of client data, communications, and project materials. This section outlines how we handle confidential information exchanged during the course of our business relationship.

### 11.1 Definition of Confidential Information

Confidential Information includes, but is not limited to:

* Business strategies, internal communications, and pricing details.
* Login credentials, databases, and user data.
* Product prototypes, development roadmaps, and source code.
* Non-public client documents or assets shared via any medium.
* Any project-related material labeled as “Confidential.”

Confidential Information does **not** include:

* Information already in the public domain.
* Information lawfully obtained from a third party.
* Information independently developed without access to confidential materials.

### 11.2 Obligations of MaVionix

* MaVionix agrees not to disclose, publish, or share any Confidential Information with external parties unless:
  + Required by law.
  + Explicit written permission is granted by the client.
* We will store digital assets on secure platforms with restricted access and encryption protocols wherever applicable.
* Team members and subcontractors working on the project are bound by internal confidentiality clauses.

### 11.3 Client Responsibilities

* Clients must also treat all shared documentation, designs, processes, and pricing models from MaVionix as confidential.
* Sharing our deliverables or proprietary tools with competitors or unauthorized third parties is a breach of these terms.

### 11.4 Non-Disclosure Agreements (NDAs)

* MaVionix is open to signing mutual or one-way NDAs upon request.
* NDA terms may override parts of this section in case of any conflict.

### 11.5 Duration of Confidentiality

* Confidentiality obligations will continue for a period of **5 years** after project completion unless otherwise agreed.
* NDAs may specify longer or perpetual durations, which will supersede this clause.

Breach of confidentiality by either party may result in legal action, claims for damages, or termination of the agreement.

## 12. Subcontracting and Third-Party Tools

This section outlines how MaVionix handles subcontracted work, uses third-party platforms, and protects user data in compliance with best practices.

### 12.1 Subcontractors & Affiliate Partnerships

* MaVionix may engage trusted subcontractors, freelancers, or affiliated partner agencies to fulfill specific components of a project (e.g., content writing, QA testing, animation).
* All such partners are vetted and bound by confidentiality and non-disclosure agreements to ensure data protection and service quality.
* Delegation of work does not diminish MaVionix’s responsibility toward the client. We remain the single point of contact and accountability.
* Clients will be notified in writing if a significant portion of work will be performed by a third party or if client consent is contractually required.

### 12.2 Use of Third-Party Tools & Platforms

* Projects may involve the integration of third-party services such as:
  + Hosting and cloud storage providers (e.g., AWS, Google Cloud)
  + CMS platforms (e.g., WordPress, Webflow)
  + API providers, payment gateways, analytics tools, and plugins
* While MaVionix facilitates the integration, **we do not control or guarantee the availability, uptime, or long-term functionality of third-party platforms**.
* Clients are responsible for purchasing and maintaining valid licenses or subscriptions required by these tools unless included in the MaVionix proposal.
* Any issues arising from updates, deprecations, or changes made by such services are outside our liability scope (see Section 1

## 13. Warranty and Support

This section outlines the post-delivery support services and warranties offered by MaVionix for completed projects, as well as conditions and limitations applicable to such support.

### 13.1 Limited Warranty

* MaVionix provides a **30-day limited warranty period** from the final delivery date for:
  + Bug fixes related to functionalities developed by MaVionix.
  + Technical corrections if the final product behaves differently than agreed specifications.
* This warranty does not cover:
  + Feature additions or scope changes.
  + Errors introduced by the client or third-party modifications post-deployment.
  + Platform, plugin, or OS updates released after project handover.

### 13.2 Post-Deployment Support

* MaVionix offers **free technical support** for minor corrections and clarifications for up to **30 calendar days** after handover.
* Extended maintenance or monthly support packages may be offered separately for:
  + Security monitoring
  + CMS or server updates
  + SEO and content tweaks
  + Analytics setup and performance review
* Support response times are usually within **1–2 business days**, depending on the issue severity.

### 13.3 Support Scope Limitations

Support shall not include:

* On-demand priority support without a retainer agreement.
* Training sessions for team members unless contractually included.
* Infrastructure support for self-managed platforms unless agreed.

### 13.4 Requesting Support

To request support, clients should:

* Email **mavionix360@gmail.com** with subject line: “Support – [Project Name]”.
* Include screenshots, links, or steps to reproduce the issue.
* Mention if it's urgent, so it can be prioritized.

### 13.5 Paid Support After Warranty

After the warranty period, MaVionix may continue offering paid hourly or packaged support based on the client’s needs. Custom SLAs and response windows may be negotiated under a separate agreement.

## 14. Limitation of Liability

MaVionix aims to deliver high-quality services with diligence and care. However, there are limitations to our responsibilities, especially concerning factors beyond our control. This section outlines the boundaries of liability and risk allocation between the client and MaVionix.

### 14.1 General Limitation

* To the maximum extent permitted by applicable law, MaVionix shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to:
  + Loss of profits or revenue
  + Business interruption or operational delays
  + Loss of data or breach of client-side systems
  + Costs of substitute services or products

### 14.2 Service-Specific Limitations

MaVionix is not responsible for:

* Downtime caused by third-party hosting services, payment gateways, or APIs.
* Errors or bugs introduced by plugins, extensions, or external libraries not developed in-house.
* Misuse of deliverables or unauthorized modifications made by the client post-delivery.
* Issues arising due to unsupported browsers, operating systems, or deprecated third-party dependencies.

### 14.3 Client-Induced Risks

* The client accepts responsibility for risks resulting from:
  + Delay in approvals, feedback, or content submission.
  + Providing incorrect or outdated credentials and data.
  + Use of unlicensed or pirated third-party assets.

### 14.4 Cap on Liability

* In any event, MaVionix’s total liability for any claim related to a project or service shall not exceed the total amount paid by the client for that specific project or engagement.

### 14.5 Force Majeure

* MaVionix shall not be held liable for failure or delay in performing its obligations under these Terms due to circumstances beyond its control, including but not limited to:
  + Acts of God (e.g., earthquakes, floods, storms)
  + Wars, terrorism, civil unrest
  + Internet outages, cyberattacks, or power failures
  + Pandemic or public health emergencies

These limitations apply regardless of the form of action (contract, negligence, tort, etc.) and remain in effect even if a remedy fails its essential purpose.

## 15. Termination of Agreement

This section explains the conditions under which either party—MaVionix or the client—may terminate the service agreement or working relationship, as well as the implications and processes involved.

### 15.1 Termination by Client

* Clients may terminate a project or ongoing service by providing **7 days' written notice** to mavionix360@gmail.com.
* All pending dues for work completed or resources utilized until the termination date must be cleared before delivery of any partial work or assets.
* Any prepaid amounts for services not yet rendered may be refunded in accordance with Section 8 (Refunds, Cancellations & Pauses).

### 15.2 Termination by MaVionix

MaVionix reserves the right to suspend or terminate services without liability under the following circumstances:

* Repeated failure to pay invoices on time (beyond 15 days of the due date).
* Harassment, abusive communication, or unethical behavior by the client.
* Repeated or unreasonable scope modifications causing service disruption.
* Discovery that the client’s project violates local/international law or involves unethical content.

In such cases:

* A written termination notice will be issued.
* Any remaining project deliverables will be halted.
* Clients will be billed proportionally for the work done to date.

### 15.3 Post-Termination Protocol

Upon termination of services:

* All project-related access credentials, hosting logins, or assets shared by MaVionix must be revoked or returned.
* Any reusable tools or components developed by MaVionix may be retained by the company unless full source rights were granted contractually.
* Email and communication records may be archived for internal compliance for up to 12 months post-termination.

### 15.4 Survival of Terms

The following sections shall survive the termination of services:

* Section 10 (Intellectual Property)
* Section 11 (Confidentiality)
* Section 12 (Limitation of Liability)
* Section 14 (Dispute Resolution & Governing Law)

## 16. Force Majeure

This section addresses situations where MaVionix may be unable to fulfill contractual obligations due to circumstances beyond its control.

### 16.1 Definition

“Force Majeure” refers to events or conditions that are unforeseen, unavoidable, and not the result of the affected party’s actions. These include, but are not limited to:

* Natural disasters such as earthquakes, floods, fires, or storms
* Pandemics, epidemics, or public health emergencies
* War, civil unrest, terrorism, or acts of violence
* Government-imposed restrictions, lockdowns, embargoes, or regulatory actions
* Failures or interruptions of utilities, internet infrastructure, or hosting providers

### 16.2 Consequences

* MaVionix shall not be held liable for any delays, failures, or omissions in delivering services if caused by a Force Majeure event.
* If affected, MaVionix will notify the client at the earliest opportunity and provide an estimated duration of impact.
* Deadlines and milestones will be rescheduled proportionately based on the length and severity of the disruption.

### 16.3 Client Obligation

* The client shall also not hold MaVionix liable for loss of revenue, data, or service interruptions stemming from such uncontrollable circumstances.
* Clients are advised to maintain their own insurance, backup, and contingency plans to mitigate operational risks.

### 16.4 Continuation of Obligations

* If the Force Majeure event continues beyond **30 days**, either party may opt to terminate the project or agreement in writing without penalty.
* Any work completed until that point shall be billed proportionately, and both parties shall be released from further obligations..

## 17. Dispute Resolution & Governing Law

This section sets forth the agreed-upon procedures for resolving any disagreements or disputes that may arise between MaVionix and the client during or after the service period. It also identifies the governing laws that shall apply.

### 17.1 Good Faith Resolution

* Both parties agree to attempt to resolve any disputes informally and in good faith before seeking external arbitration or legal remedies.
* Disputes should first be raised via email to: **mavionix360@gmail.com**, with a clear summary of the concern and any supporting documentation.
* MaVionix will aim to respond within **7 business days** of receiving the complaint.

### 17.2 Escalation and Mediation

* If informal resolution fails, both parties may choose to engage in **mediation** with a neutral third party located in India.
* Any mediation costs shall be shared equally unless otherwise agreed.

### 17.3 Arbitration Clause

* If a dispute remains unresolved after mediation, it shall be submitted to **binding arbitration** under the Arbitration and Conciliation Act, 1996 (India).
* The arbitration shall be conducted in **English**, in **Ghaziabad, Uttar Pradesh**.
* The arbitrator’s decision shall be final and enforceable in a court of law.

### 17.4 Governing Law and Jurisdiction

* These Terms and Conditions shall be governed by and construed in accordance with the laws of **India**.
* Any legal proceedings related to these terms shall be subject to the exclusive jurisdiction of the **competent courts of Ghaziabad, Uttar Pradesh**.

### 17.5 Injunctive Relief

* Either party may seek injunctive or equitable relief from a competent court to prevent unauthorized use of intellectual property or confidential information.

By agreeing to these terms, both parties waive any right to a jury trial or class action related to any claim, dispute, or proceeding.

## 18. Contact Us

For any inquiries, complaints, or formal communications related to our services, terms, or policies, please contact MaVionix through one of the official channels below. We aim to respond to all written queries within 3–5 business days.

### Official Communication Channels

* **Email:** mavionix360@gmail.com
* **Website:** [www.mavionix.com](https://www.mavionix.com)
* **Office Location:** Modinagar, Ghaziabad, Uttar Pradesh, India
* **Operating Hours:** Monday to Friday, 10:00 AM – 6:00 PM IST (excluding public holidays)

For urgent project-related issues, please mark your email subject line with **[URGENT]**.

All correspondence related to legal, contractual, or billing matters should be directed to the company’s legal or accounts desk at the same email address with appropriate documentation attached.

Thank you for working with MaVionix.

By accessing MaVionix's website or engaging our services, you agree to comply with these Terms and Conditions in full.