

NEWGEN ERA

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NewGen Era

DigitalPresence Platform

Customer Agreement & Service Guide

Version 1.0

Official production customer agreement

Professional plain-English terms for NewGen Era Digital Presence Platform customers.

Important Notice

This Agreement explains the commercial, delivery, support, ownership, refund, privacy, and responsibility terms for NewGen Era Digital Presence Platforms. It is written in plain English so customers can understand it before purchasing. This Agreement is intended to comply with applicable Nepal law but should be reviewed and updated if legal requirements change. It does not claim government approval.

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1. Introduction

1.1 Purpose

This NewGen Era Digital Presence Platform Customer Agreement & Service Guide (the "Agreement") explains the terms under which NewGen Era designs, configures, delivers, hands over, and supports a Digital Presence Platform for a customer. It is intended to be read before purchase so that the customer understands what is included, what is not included, how delivery works, how support works, and how ownership is divided.

This Agreement applies to NewGen Era's Digital Presence Platform products unless a written quotation, statement of work, invoice, or signed addendum says otherwise. If a written project document contains a project-specific term that is different from this Agreement, the project-specific written term applies only to that project and only to the extent of the difference.

1.2 Company philosophy

NewGen Era builds practical digital systems for real businesses. The goal is not to sell a generic website and disappear. The goal is to help a business present accurate information, build customer trust, improve visibility, reduce repeated communication, and make it easier for customers to understand and contact the business.

NewGen Era believes in plain communication, fair expectations, and honest delivery. A Digital Presence Platform can help a business look more professional and become easier to find, understand, and contact. It does not guarantee customers, bookings, sales, search ranking, profit, or business success.

1.3 Honest business commitment

NewGen Era will not promise results that depend on customer behavior, market demand, search engines, third-party platforms, customer reviews, advertising budgets, competition, or other conditions outside NewGen Era's direct control. NewGen Era will explain platform capabilities clearly, provide reasonable guidance, and deliver the agreed scope in good faith.

The customer is expected to provide accurate business information, timely feedback, appropriate access to required accounts, lawful content, and reasonable cooperation.

1.4 Scope of this Agreement

This Agreement covers:

- Product scope and standard platform expectations.
- Pricing, quotations, payment, cancellation, and additional work principles.
- Delivery, customer review, acceptance, handover, and launch responsibility.
- One month of included support after handover or acceptance.
- Ownership of customer assets and NewGen Era intellectual property.
- Defect handling, repair, equivalent solutions, refund principles, privacy, confidentiality, and dispute resolution.

This Agreement does not replace a written quotation. The quotation identifies the specific product, price, payment arrangement, included scope, assumptions, required customer materials, expected timeline, and any approved custom scope.

1.5 Agreement before work begins

Work may begin only after the customer accepts the relevant quotation, pays any required amount, provides required project information, or otherwise clearly authorizes NewGen Era to proceed. By approving work, paying, signing, or using the delivered platform, the customer confirms that they have had an opportunity to read and understand this Agreement.

2. Definitions

For clarity, the following terms have the meanings below.

Term	Meaning
Customer	The person, business, organization, or authorized representative purchasing or using a NewGen Era Digital Presence Platform.
Digital Presence Platform	A completed business-facing digital system built from NewGen Era's reusable framework and configured for a business, typically including public platform pages, business information, contact paths, selected administrative tools, and supporting digital structure.
Project Scope	The agreed work described in the quotation, invoice, written messages, statement of work, or written acceptance.
Delivery	Making the agreed platform available for customer review, use, launch, handover, or access.
Acceptance	Customer approval or authorization through a signed agreement, digital signature, email confirmation, WhatsApp confirmation, invoice or payment acceptance, written approval, platform launch approval, use of the platform in business, or failure to report material issues within a reasonable review period.
Included Support Period	One month of included support beginning from handover, launch, customer acceptance, or the date the platform is made ready for customer use, whichever occurs first unless otherwise agreed in writing.
Maintenance	Work after the included support period, including updates, content changes, improvements, monitoring, feature changes, third-party changes, troubleshooting, or ongoing management. Purchasing a Digital Presence Platform does not create a permanent maintenance relationship. Maintenance is optional, requires a new agreement or quotation, and may be accepted, declined, postponed, or separately quoted by NewGen Era at its own discretion.
Software Defect	A reproducible failure in the delivered Digital Presence Platform that prevents agreed functionality from working substantially as intended and is not caused by customer modification, third-party failure, content error, misuse, account restriction, or out-of-scope request.
Custom Feature	Any requested function, design, integration, automation, page, form, workflow, or behavior that is not part of the standard product or agreed project scope.
Additional Work	Any feature, change, module, integration, redesign, page, admin panel, repeated content update, or new business requirement requested after the customer accepts the quotation or project scope, unless it is already included in the agreed scope.
Third Party Services	External services such as Firebase, Vercel, Google, Cloudflare, domain registrars, DNS providers, email providers, AI providers, payment providers, browser vendors, maps, analytics, social media platforms, or other services not owned or controlled by NewGen Era.
Business Content	Customer-provided text, photos, videos, menus, room details, package details, pricing, logos, contact information, offers, legal notices, and other business-specific material.
Working Day	A normal business day excluding public holidays, unexpected closures, emergencies, service outages, and days when NewGen Era is not operating.
Agreement	This Customer Agreement & Service Guide, together with the accepted quotation and any written project-specific terms.

Term	Meaning
Platform Lifetime	The practical period during which the deployed platform is designed to remain usable, subject to hosting, domains, third-party providers, browser evolution, internet standards, customer account management, security, maintenance, and future technology. Platform lifetime does not mean lifetime maintenance, guaranteed uninterrupted operation, or a permanent service obligation by NewGen Era.

3. Products

3.1 Productfamily

NewGenEra builds Digital Presence Platforms for business categories that benefit from clear online information, customer trust, visibility, and communication. Current and future products may include:

Product	Main purpose
Restaurant Digital Presence Platform	Helps restaurants present menus, photos, opening hours, location, contact options, brand story, and customer information in a professional structure.
Homestay Digital Presence Platform	Helps homestays, villas, and similar properties present rooms, facilities, photos, local experience, policies, directions, and inquiry paths.
Travel Agency Digital Presence Platform	Helps travel agencies present packages, destinations, itineraries, trust signals, inquiry paths, and customer communication details.
Language Institute Digital Presence Platform	May help institutes present courses, admissions information, schedules, fees, faculty, inquiry forms, and learning pathways if offered by NewGen Era.
Future products	NewGen Era may create additional platforms for other industries using the same reusable product philosophy.

A product is available only when NewGen Era chooses to offer it. Mention of a future product does not create an obligation to build or sell it immediately.

3.2 Product philosophy

The customer purchases a completed Digital Presence Platform, not NewGen Era's entire internal development system. NewGen Era uses reusable frameworks, internal components, product knowledge, and development methods to deliver platforms faster and more reliably. This is similar to how software companies use internal systems and product engines to deliver customer-facing products without transferring their entire source repository or internal architecture to each customer.

3.3 Administration system

Some platforms may include an administration area or content-management tools if included in the product scope. The administration system may allow the customer to manage selected business content, such as images, text, menus, rooms, packages, contact details, highlights, or other supported fields.

The administration system is provided for supported content updates only. It does not mean the customer receives unrestricted access to NewGen Era's internal source code, reusable framework, private repository, internal tools, or future product roadmap.

3.4 Standard features

Standard features depend on the selected product and quotation, but may include:

- Public business pages designed for customer trust and clarity.

- Business information sections such as photos, descriptions, services, opening hours, location, and contact options.
- Inquiry or communication paths such as phone, email, WhatsApp, forms, or social links where applicable.
- Product-specific content such as menus, rooms, travel packages, courses, facilities, destinations, or similar business information.
- Basic responsive layout for common mobile and desktop devices.
- Basic deployment setup using agreed hosting or account structure.
- One month of included support after handover or acceptance.

3.5 What is not included unless written

Unless clearly included in the quotation or written project scope, the following are not included:

- Lifetime maintenance, lifetime monitoring, or unlimited changes.
- Guaranteed SEO ranking, customers, bookings, revenue, profit, or social media growth.
- Paid advertising management, advanced SEO campaigns, content writing campaigns, professional photography, video production, or brand identity design.
- Complex custom software, custom mobile apps, payment gateway setup, booking engine development, third-party API integrations, or advanced automation.
- Legal compliance review, tax advice, business licensing, domain dispute handling, account recovery, or third-party service disputes.
- Source repository transfer, internal framework transfer, reusable code ownership transfer, or access to NewGen Era's internal development workflow.

3.6 Scope changes

A scope change occurs when the customer requests work that is not part of the accepted quotation or agreed scope. NewGen Era may accept, decline, postpone, or quote separately for scope changes. NewGen Era is not required to perform additional work for free because it is related to the original platform.

3.7 Nova AI explanation

Nova is NewGen Era's AI business consultation assistant. Nova may help customers understand products, ask discovery questions, explain policies, and guide customers toward the right platform. Nova's explanations are intended to support understanding. Final commercial terms, ownership terms, pricing, support responsibilities, and obligations are governed by this Agreement and written NewGen Era quotations or confirmations.

3.8 Future product improvements

NewGen Era may improve ORBIT, Nova, product frameworks, internal components, product designs, or future platform versions. A customer does not automatically receive future versions, upgrades, redesigns, or new features unless NewGen Era agrees in writing or offers them under a new arrangement.

3.9 Future feature requests

NewGen Era reserves the right to accept or decline any future feature request. Purchasing one Digital Presence Platform never guarantees future feature development, future upgrades, future integrations, future versions, or continued product expansion. Any future feature request may require a separate quotation, timeline, technical review, and written agreement.

4. Pricing, Payment, and Commercial Terms

4.1 Written quotations

Project pricing is confirmed through a written quotation, invoice, order confirmation, or written message from NewGen Era. Verbal discussions, informal estimates, examples, or Nova AI explanations are not final prices unless confirmed in writing by NewGen Era.

A quotation may include the selected product, price, payment schedule, included scope, assumptions, required customer materials, expected timeline, and any custom terms.

4.2 Payment arrangements

Payment arrangements may vary by project. NewGen Era may require full payment, advance payment, milestone payment, or another written arrangement before beginning or continuing work. The customer must pay according to the accepted quotation or invoice.

4.3 Scope changes and additional work

Additional work outside the agreed scope may require additional payment. Examples include extra pages, extra product categories, large content changes, advanced admin functions, third-party integrations, custom design changes, migration work, urgent changes, special reports, or new business workflows.

NewGen Era may provide a separate quotation for additional work. Work begins only when the additional quotation or written arrangement is accepted.

4.4 Scope freeze after acceptance

Once the customer accepts the quotation, project scope, invoice, written scope, or written approval to begin, that accepted document becomes the agreed scope of work. NewGen Era will deliver the Digital Presence Platform according to that agreed scope.

Any new feature or material change requested after scope acceptance is considered Additional Work unless NewGen Era confirms in writing that it is already included. Examples of Additional Work include:

- Payment gateway setup or payment processing integration.
- Booking system or reservation workflow.
- Login system, member area, or customer account system.
- Additional admin panels or advanced dashboard modules.
- Extra pages beyond the agreed scope.
- New third-party integrations.
- New business modules.
- Major redesigns or layout changes.
- Repeated large content changes after approved content has already been added.

Additional Work requires a separate quotation, written approval, and any required payment before NewGen Era is required to begin. NewGen Era may accept, decline, postpone, or separately quote Additional Work at its own discretion.

4.5 Taxes and third-party charges

Unless stated otherwise, prices may exclude taxes, government charges, domain fees, hosting fees, paid third-party services, payment gateway fees, advertising budgets, paid plugins, stock media, or other external charges. The customer is responsible for third-party charges related to services they own or use.

4.6 Cancellation

If the customer cancels before work begins, NewGen Era may refund amounts according to the written quotation, actual work completed, costs incurred, and applicable law. If work has already started, NewGen Era may deduct reasonable amounts for planning, consultation, design, development, setup, third-party charges, administrative work, and time reserved.

If NewGen Era cancels a project before delivery without customer fault, NewGen Era will handle any refund or adjustment fairly based on work completed, payments received, and applicable law.

4.7 Late payments

NewGen Eramay pause work, delay handover, withhold optional services, or suspend additional support if payment is overdue. NewGen Era is not responsible for delays caused by late payment, missing customer information, missing access, or delayed approvals.

4.8 Business relationship

Bothpartiesagree tocommunicate in good faith. NewGen Era aims to be fair and professional. The customer agrees not to misuse support, demand unlimited work outside scope, or treat a one-time platform purchase as an unlimited service contract.

5. Delivery, Review, Acceptance, and Handover

5.1 Delivery

Delivery occurs when NewGen Era makes the agreed platform available for customer review, use, launch, handover, or access. Delivery may occur through a preview link, staging link, deployed link, customer account, screen recording, handover message, or other reasonable method.

5.2 Customer review

Thecustomershould review the delivered platform promptly and carefully. Review should focus on whether the agreed scope is substantially delivered, business information is accurate, and material issues are reported clearly.

Customer review is not an unlimited redesign period. Corrections for agreed scope are treated differently from new requests or preference changes outside scope.

The customer should complete review within seven (7) working days after NewGen Era delivers the Digital Presence Platform or makes it ready for review, unless a different review period is agreed in writing. If no material software defect is reported during that period and the agreed scope has been delivered, NewGen Era may reasonably consider the project accepted. This does not remove any rights that the customer may have under applicable law.

5.3 Corrections

Ifthecustomer reports genuine errors, missing agreed items, or software defects during the review period, NewGen Era will investigate and correct them where appropriate. If a reported issue is outside scope, caused by incorrect customer content, caused by third-party services, or is a new request, NewGen Era may quote separately or explain why it is not included.

5.4 Acceptance

Theplatformmay beconsidered accepted when any of the following occurs:

- The customer signs this Agreement or a related quotation, invoice, scope document, or acceptance document.
- The customer provides a digital signature or electronic approval.
- The customer confirms acceptance by email.
- The customer confirms acceptance by WhatsApp or another written messaging channel.
- The customer accepts an invoice, pays an invoice, makes an advance payment, or completes payment connected to the project.
- The customer gives written approval to proceed, launch, hand over, or publish the platform.
- The customer approves platform launch or public release.
- The customer confirms approval in writing.
- The customer approves launch or handover.
- The customer uses the platform for business purposes.
- The customer pays the final project amount after delivery.

- The customer does not report material issues within a reasonable review period.
- The customer does not report a material software defect within seven (7) working days after delivery or readiness for review, provided the agreed scope has been delivered.
- The customer delays review or approval without a valid reason after the platform is ready.

5.5 Handover

Handover may include relevant account access, deployed platform information, basic instructions, admin access where included, and guidance for customer-owned services. The exact handover items depend on the project scope and account structure.

5.6 Support begins

The included support period begins from handover, launch, acceptance, or the date the platform is made ready for customer use, whichever occurs first unless otherwise agreed in writing. Delayed customer review does not automatically delay the beginning of support if the platform was ready and waiting for customer action.

5.7 Launch responsibility

NewGen Era may assist with launch, but some launch conditions depend on the customer or third parties. These may include domain purchase, DNS configuration, payment of external fees, account verification, third-party approval, legal content, and customer-provided business materials.

5.8 Delayed acceptance and good faith cooperation

If the customer delays providing content, access, feedback, approval, or payment, the timeline may change. NewGen Era is not responsible for delay caused by missing customer cooperation. Both parties should act reasonably to complete delivery.

5.9 Completion of delivery obligations

NewGen Era's delivery obligation is complete when the agreed platform is substantially delivered, reasonable corrections within scope are addressed, and the platform is handed over or made ready for customer use. Future maintenance, upgrades, redesigns, and new features are separate from delivery unless included in writing.

6. Included Support, Warranty, and Software Defects

6.1 Included support period

NewGen Era includes one month of support after handover, launch, acceptance, or readiness for customer use, whichever occurs first unless otherwise agreed in writing. This support is intended to help with reasonable issues connected to the delivered platform and agreed scope.

6.2 What included support covers

Included support may cover:

- Investigation of reported platform issues.
- Repair of genuine software defects in agreed functionality.
- Minor clarification on using included admin tools.
- Correction of agreed content errors caused by NewGen Era during setup.
- Reasonable assistance with handover-related questions.
- Agreed corrections connected to the accepted project scope.
- Reasonable onboarding questions about how to use included platform features.

Included support exists for software defects, agreed corrections, and onboarding questions. It is not unlimited content editing, repeated business-content management, redesign time, or free expansion of the agreed scope.

6.3 What included support does not cover

Included support does not include:

- Unlimited content updates, redesigns, new pages, new features, or new integrations.
- Ongoing maintenance after one month.
- Replacing photos every week or repeatedly changing visual content.
- Changing menus, packages, rooms, courses, prices, or business information repeatedly after approved content has already been added.
- Rewriting business descriptions, marketing text, package details, menus, policies, or service information as ongoing content work.
- Cosmetic adjustments that are not software defects or agreed corrections.
- Redesign requests, layout preference changes, or new creative directions after delivery.
- Problems caused by customer modifications, deleted files, changed permissions, lost access, account misuse, or shared credentials.
- Third-party service outages, price changes, policy changes, account restrictions, API changes, hosting outages, domain issues, or external platform decisions.
- Business consulting beyond reasonable platform guidance.
- SEO ranking campaigns, advertising management, social media management, photography, copywriting campaigns, or legal review.

6.4 Reporting defects

The customershould report defects clearly with:

- A short description of the issue.
- The page or feature affected.
- Screenshot or screen recording if possible.
- Steps to reproduce the issue.
- Device, browser, or account details if relevant.

Clear reports help NewGen Era investigate faster.

6.5 Investigation and resolution order

NewGen Era follows a fair resolution path:

Problem reported

↓

Investigation

↓

Repair if it is a NewGen Era software defect

↓

Equivalent solution if direct repair is not practical

↓

Refund only where appropriate under this Agreement and applicable law

6.6 Customer modifications

If the customer or another developer changes code, hosting settings, Firebase rules, DNS records, environment variables, database content, permissions, or account access, NewGen Era may not be responsible for resulting issues. NewGen Era may offer paid investigation or repair if available.

6.7 End of support

At the end of the one-month included support period, NewGen Era has no automatic maintenance obligation. Purchasing a Digital Presence Platform does not create a permanent maintenance relationship, retained service relationship, or continuing duty to perform future work. Future work requires a new quotation, maintenance agreement, or written acceptance. NewGen Era may accept, decline, postpone, separately quote, or recommend another provider entirely at its own discretion. The customer cannot require NewGen Era to perform future maintenance, updates, replacements, changes, or improvements after the included support period unless NewGen Era separately agrees in writing.

6.8 No automatic extension

Support isnot automatically extended because the customer did not use the platform, delayed review, postponed launch, did not provide content, or did not ask questions during the included period. Any extension must be agreed in writing.

6.9 Long-term software operation

A deployed platform is designed for long-term operation after the support period, but long-term operation depends on hosting, domains, third-party providers, browser evolution, internet standards, customer account management, account security, third-party policies, technical updates, and future technology. NewGen Era does not promise lifetime operation without maintenance and does not control all conditions that may affect long-term operation.

6.10 Completion of support obligations

NewGen Era completes its included support obligations after the one-month support period ends and reasonable in-scope issues reported during that period have been handled according to this Agreement.

7. Ownership and Intellectual Property

7.1 Customer ownership

After payment, delivery, and handover according to the agreed terms, the customer owns or controls the customer-specific assets and accounts connected to the delivered platform, including where applicable:

- The deployed Digital Presence Platform or deployed customer-facing platform instance.
- Business content, text, photos, videos, menus, room details, package details, course details, logos, and brand materials supplied by the customer.
- Business data entered into the customer platform.
- Domain name if purchased by or transferred to the customer.
- Firebase project if created for or transferred to the customer.
- Vercel project or hosting project if created for or transferred to the customer.
- Administrator accounts and customer accounts provided during handover.

Customer ownership means the customer may continue using the delivered platform, manage their business content within included tools, and hire another qualified developer for future work if they choose.

7.2 NewGen Era ownership

NewGen Era retains ownership of its intellectual property, including:

- ORBIT.
- Nova.
- Reusable framework.

- Reusable internal components.
- Internal architecture.
- Internal repositories.
- Source repository not specifically transferred in writing.
- Development workflow.
- Internal tools.
- Internal utilities.
- Product system.
- Future versions.
- NewGen Era branding and business materials.

Purchasing a Digital Presence Platform does not transfer ownership of ORBIT, Nova, NewGen Era's reusable framework, internal architecture, development workflow, reusable components, internal repositories, internal utilities, future framework versions, internal tools, product system, or future versions unless specifically agreed in writing.

The customer does not automatically purchase NewGen Era's internal Git repository, reusable framework, source architecture, internal tools, internal utilities, or future versions.

7.3 Reusable framework philosophy

NewGen Era can keep prices practical and delivery efficient because it builds on reusable systems. A customer receives a completed platform configured for their business. NewGen Era keeps the reusable engine, product structure, internal codebase, and future product improvements so it can continue improving products for all customers.

This approach is common in software businesses. Buying a completed platform is not the same as buying the software company's entire factory.

7.4 Source repository ownership

Unless a written agreement specifically says that source repository transfer is included, NewGen Era's internal source repository remains NewGen Era property. Customer handover may include access to deployed accounts, admin tools, business content, and customer-controlled platform settings, but not the private development repository, reusable framework, internal utilities, development workflow, or future framework versions unless specifically agreed in writing.

7.5 Customer freedom

The customer may continue using the delivered platform after handover, subject to third-party services and account control. The customer may hire another qualified developer for future maintenance or changes. NewGen Era is not required to provide internal proprietary source code or future framework versions for that purpose unless separately agreed.

7.6 Product independence

NewGen Era may reuse general ideas, components, layouts, technical methods, and framework improvements across customers, provided it does not intentionally disclose customer confidential information or customer-owned business content without permission. The customer's brand, business data, and business content remain the customer's.

8. Refund, Repair, Replacement, and Fair Resolution

8.1 Refund philosophy

NewGen Era follows a fair resolution approach. If a customer reports a genuine issue, NewGen Era will first investigate. If the issue is a NewGen Era software defect within the agreed scope, NewGen Era will attempt repair. If direct repair is not practical, NewGen Era may provide an equivalent solution. Refund is considered only where appropriate under this Agreement and applicable law.

8.2 Resolution flow

Problem

↓

Investigation

↓

Repair

↓

Equivalent Solution

↓

Refund only where appropriate under this Agreement and applicable law

8.3 Customer-caused problems

Refunds are generally not appropriate for problems caused by:

- Incorrect customer information or delayed content.
- Customer change of mind after work has begun or delivery has occurred.
- Requests outside the agreed scope.
- Customer modifications or third-party developer changes.
- Loss of account access due to customer action.
- Third-party service outages, restrictions, policy changes, or price changes.
- Business results not meeting expectations, such as sales, ranking, profit, customers, bookings, reviews, or inquiries.

8.4 Completion of obligations

If NewGen Era has delivered the agreed platform, handed it over or made it ready for use, and provided the included support period according to this Agreement, NewGen Era has completed its core obligations. The customer may continue using the deployed platform, and future work becomes optional and separate.

8.5 Company retirement or closure

If NewGen Era permanently closes, retires, or stops offering services after fulfilling delivery, handover, and the one-month included support obligations, no new maintenance obligations arise automatically. The customer's deployed platform remains the customer's where applicable. The customer may hire another qualified developer or service provider for future maintenance. NewGen Era's closure does not create new support, replacement, upgrade, refund, maintenance, or development obligations except where mandatory applicable law requires otherwise.

8.6 No lifetime development obligation

Aone-timepurchasedoesnot createa lifetime development obligation. NewGen Era is not required to provide unlimited updates, future technologies, redesigns, feature additions, third-party compatibility work, or emergency service forever.

8.7 Future requests

For future requests after the included support period, including future feature requests, future maintenance, future replacements, upgrades, integrations, redesigns, content changes, or technical updates, NewGen Era may:

- Accept the work.
- Decline the work.
- Postpone the work.
- Provide a new quotation.
- Recommend another provider.

Purchasing one platform never guarantees future feature development or future availability of NewGen Era services. Future requests are evaluated separately and may be accepted or declined at NewGen Era's discretion.

8.8 Fairness

Both parties agree to handle concerns fairly. The customer should allow NewGen Era a reasonable opportunity to investigate and resolve issues before demanding refund or public escalation. NewGen Era should respond professionally and avoid unreasonable delay.

8.9 Company Closure

If NewGen Era permanently ceases operations after fulfilling all contractual obligations owed for the customer's project, future support ends, future maintenance ends, future replacements end, and future refunds end except where mandatory applicable law requires otherwise. The customer's deployed platform remains the customer's where applicable, and the customer may hire another qualified developer or service provider for future maintenance, updates, migration, repair, or replacement.

After lawful closure and completion of contractual obligations, NewGen Era's owners, employees, contractors, heirs, successors, assigns, and family members have no continuing obligation to provide support, maintenance, replacements, future development, refunds, or operational assistance for completed projects except where mandatory applicable law requires otherwise.

9. Privacy, Confidentiality, and Security

9.1 Privacy

NewGen Era may collect information needed to consult, quote, build, deliver, support, and communicate about the project. This may include customer name, business name, contact details, business type, project requirements, messages, content, account information provided for setup, and support history.

9.2 Confidentiality

NewGen Era will use reasonable care to protect confidential customer information. The customer should clearly identify sensitive information when sharing it. NewGen Era may share information with team members, contractors, or service providers only where reasonably needed for project delivery, support, administration, or legal compliance.

9.3 Lead information and Nova AI conversations

Nova AI conversations may be used to understand customer needs, prepare recommendations, capture leads, improve consultation quality, and support follow-up. Nova may process information through AI providers or infrastructure services used by NewGen Era. Nova should not be treated as a place to share highly sensitive secrets, passwords, private keys, government identification numbers, or confidential legal information.

9.4 Security

NewGen Era will use reasonable technical and organizational care while working on the project. No digital system can be guaranteed perfectly secure. Security also depends on customer behavior, passwords, account access, third-party services, and ongoing maintenance.

9.5 Customer responsibilities

The customer is responsible for:

- Providing lawful content and accurate business information.
- Confirming they have legal rights to use all customer-provided content, logos, media, documents, trademarks, and business materials.
- Keeping account credentials safe after handover.
- Controlling who has administrator access.
- Maintaining reasonable backups of business content after handover.
- Maintaining domain, hosting, Firebase, Cloudflare, email, and other third-party accounts if owned by the customer.

- Paying third-party fees on time.
- Avoiding unauthorized modifications.
- Avoiding unlawful, infringing, misleading, fraudulent, malicious, or prohibited content.
- Reporting suspected security issues promptly.

9.6 Customer password and access responsibility

After handover, the customer is responsible for administrator passwords, administrator accounts, authentication methods, account recovery information, and who receives access to the Digital Presence Platform or related third-party accounts.

If the customer shares credentials, administrator access, account access, passwords, one-time codes, recovery information, or authentication methods with employees, relatives, friends, contractors, third-party developers, agencies, or any other person, NewGen Era is not responsible for resulting misuse, unauthorized changes, data loss, security incidents, account lockouts, business damage, or technical damage.

The customer should use strong passwords, protect recovery details, remove access for people who no longer need it, and avoid sharing administrator credentials casually.

9.7 Customer backup responsibility

After handover, the customer should maintain reasonable backups of their business content, including text, photos, videos, menus, packages, room details, documents, and other materials used in the Digital Presence Platform. NewGen Era is not the permanent custodian of customer data, business content, media files, or operational records after the included support period unless a separate written maintenance or data-management agreement exists.

Where the customer owns or controls Firebase, Vercel, hosting, domain, email, storage, or other third-party accounts, the customer is responsible for preserving account access, exports, backups, billing, and recovery methods.

9.8 Customer content warranty

The customer confirms that they have the legal right to provide, upload, publish, and use all materials supplied to NewGen Era or entered into the Digital Presence Platform, including photos, videos, logos, trademarks, graphics, menus, text, music, documents, product information, room information, package information, and other uploaded content.

The customer accepts responsibility for copyright, licensing, trademark, privacy, publicity, consent, accuracy, and legal issues relating to customer-provided content. NewGen Era is not responsible for legal claims arising from customer-provided content unless the claim is caused by NewGen Era's own unauthorized material or separate written commitment.

9.9 Illegal or prohibited content

NewGen Era may refuse, pause, remove, or discontinue work involving unlawful content, fraudulent activity, copyright infringement, malicious software, hate content, illegal products, misleading business practices, privacy violations, impersonation, deceptive claims, or any content or activity prohibited by applicable law or relevant third-party platform rules.

If NewGen Era reasonably believes that customer content or requested work may be unlawful, harmful, infringing, misleading, or prohibited, NewGen Era may request clarification, require replacement content, decline the work, suspend the affected portion, or end the project according to the circumstances and applicable law.

9.10 Third-party services

Third-party services are outside NewGen Era's direct control. These may include Firebase, Vercel, Google, Cloudflare, domain registrars, DNS providers, email providers, AI providers, payment providers, browser vendors, maps, analytics tools, social media platforms, and any other external service used by or connected to the platform.

NewGen Era is not responsible for third-party outages, restrictions, pricing changes, policy changes, account bans, verification requirements, data loss, security incidents, API changes, browser changes, service discontinuation, billing disputes, domain disputes, DNS propagation, account recovery, or technical changes. NewGen Era may assist where reasonable, but third-party responsibility remains with the service provider and account owner.

10. Governing Law and Dispute Resolution

10.1 Governing law

This Agreement is intended to comply with applicable Nepal law and should be reviewed and updated if legal requirements change. It does not claim government approval, certification, registration, or endorsement.

10.2 Good faith resolution

If a disagreement arises, both parties should first try to resolve it through good faith communication. The customer should describe the issue clearly. NewGen Era should review the issue fairly and respond professionally.

10.3 Dispute resolution

If informal resolution fails, the parties may use any dispute resolution process available under applicable law or agreed in writing. Nothing in this Agreement prevents either party from using lawful remedies where required.

10.4 Severability

If any part of this Agreement is found invalid, unlawful, or unenforceable by a competent authority, the remaining parts continue to apply as far as legally possible. The invalid or unenforceable part should be interpreted, limited, or replaced in a way that best reflects the original fair intention while remaining enforceable under applicable law.

10.5 Entire agreement

This Agreement,togetherwith the accepted quotation, invoice, written scope, written approval, and any written addendum, forms the complete agreement for the project. It replaces prior informal discussions, marketing statements, informal messages, estimates, assumptions, or oral explanations about the same subject unless those terms are included in a written project document accepted by NewGen Era.

10.6 Updates

NewGenEra may update this Agreement for future projects. Updates do not automatically change already accepted project terms unless both parties agree or the change is required by law.

10.7 Force Majeure

NewGen Era is not responsible for delay, failure, interruption, data loss, service limitation, or non-performance caused by events outside its reasonable control. Such events may include natural disasters, fire, flood, earthquake, epidemic, pandemic, war, civil unrest, government action, strikes, power failure, internet failure, hosting failure, third-party service outage, domain or DNS failure, cyberattack, payment provider failure, platform policy changes, illness, family emergency, or other events that reasonably prevent or delay performance.

If a force majeure event occurs, NewGen Era will make reasonable efforts to communicate, resume work, or suggest a practical next step when possible. Timelines may be extended reasonably, and NewGen Era will not be liable for consequences caused by the event itself.

10.8 Assignment and business succession

NewGen Era may assign, transfer, delegate, or continue this Agreement through a successor business, merged business, purchaser, reorganized entity, or authorized representative as part of business succession, restructuring, sale, merger, transfer, or lawful operational continuity. The customer may not assign the Agreement to another party without NewGen Era's written consent, except where assignment occurs automatically by applicable law.

11. Agreement Acceptance

11.1 Acceptance statement

By signing, digitally signing, approving a quotation, accepting an invoice, making payment, authorizing work to begin, approving platform launch, accepting handover, giving written approval, confirming by email, confirming by WhatsApp or another written messaging channel, or using the delivered platform, the customer confirms that they understand and accept this Agreement.

11.2 Customer details

Field	Details
Customer / Business Name	
Authorized Representative	
Address	
Phone / WhatsApp	
Email	

11.3 Project details

Field	Details
Selected Digital Presence Platform	
Quotation / Invoice Reference	
Agreed Price	
Payment Arrangement	
Included Custom Scope, if any	
Expected Delivery Notes	

11.4 Signature page

Party	Name and Signature	Date
Customer / Authorized Representative		
NewGen Era Representative		

Signing is one way to accept this Agreement. Acceptance may also occur through a signed agreement, digital signature, email confirmation, WhatsApp confirmation, invoice acceptance, payment acceptance, written approval, project authorization, platform launch approval, handover acceptance, or use of the delivered platform as described above.

FAQ and Practical Examples

A. Frequently Asked Questions

A.1 Am I buying only a website?

No. You are buying a completed Digital Presence Platform. The public website is part of it, but the purpose is broader: customer trust, visibility, business information, communication, and a professional digital structure for your business.

A.2 Do I own my platform?

You own or control your customer-specific deployed platform, business content, business data, customer accounts, domain if purchased by you, and customer-owned hosting/Firebase/Vercel projects where applicable. NewGen Era keeps its reusable framework, internal source repository, reusable components, product architecture, ORBIT, Nova, internal tools, and future versions.

A.3 Do I get the GitHub or internal source repository?

Not automatically. Unless a written agreement specifically includes source repository transfer, NewGen Era's internal repository remains NewGen Era property. You receive the completed platform and agreed handover items, not NewGen Era's entire internal software factory.

A.4 What support is included?

One month of included support is provided after handover, launch, acceptance, or readiness for use, whichever comes first unless otherwise agreed. This support covers reasonable in-scope issues and genuine software defects. It is not lifetime maintenance, unlimited change service, or a permanent maintenance relationship.

A.5 What happens after one month?

Future work is optional and requires a new agreement, quotation, or written arrangement. NewGen Era may accept, decline, postpone, quote separately, or recommend another provider at its own discretion. Customers cannot require NewGen Era to perform future maintenance after the included support period unless NewGen Era separately agrees in writing.

A.6 Do you guarantee customers, bookings, ranking, or profit?

No. NewGen Era does not guarantee customers, bookings, revenue, SEO ranking, profit, inquiries, reviews, or business success. The platform can improve presentation, trust, information access, and communication, but business results depend on many outside factors.

A.7 What if something breaks?

NewGen Era first investigates. If the problem is a NewGen Era software defect within the agreed scope and support period, NewGen Era will attempt repair. If direct repair is not practical, an equivalent solution may be offered. Refund is considered only where appropriate under the Agreement and applicable law.

A.8 What if Firebase, Vercel, domain, email, or another service changes?

Third-party services, including Firebase, Vercel, Google, Cloudflare,domain registrars, DNS providers, email providers, AI providers, payment providers, and browser vendors, are outside NewGen Era's control. NewGen Era may assist where reasonable, but the service provider and account owner are responsible for third-party service operation, billing, restrictions, and policy changes.

A.9 Can another developer maintain my platform later?

Yes, the customer may hire another qualified developer. However, NewGen Era is not required to transfer internal proprietary source code, reusable framework, or future versions unless separately agreed in writing.

A.10 What if NewGen Era closes in the future?

If NewGen Era has already delivered, handed over, and completed the included support obligations, no new maintenance, support, replacement, development, or refund obligations arise automatically except where mandatory applicable law requires otherwise. The deployed platform remains the customer's where applicable, and the customer may hire another qualified developer.

B. Ownership Examples

B.1 Restaurant example

A restaurant purchases a Restaurant Digital Presence Platform. The restaurant owns its menu content, food photos, logo, business data, domain if purchased by the restaurant, and the deployed customer-facing platform instance. NewGen Era keeps ORBIT, Nova, reusable restaurant framework code, internal repository, and future platform versions.

B.2 Homestay example

A homestay purchases a Homestay Digital Presence Platform. The homestay owns its room photos, descriptions, rates provided by the homestay, policies, guest information entered into supported tools, domain if purchased by the homestay, and customer accounts. NewGen Era keeps reusable property framework components and internal systems.

B.3 Travel agency example

A travel agency purchases a Travel Agency Digital Presence Platform. The agency owns its destination descriptions, package content, business branding, customer inquiries, and customer-controlled accounts. NewGen Era keeps reusable package presentation systems, internal architecture, and product framework.

C. Support Examples

Situation	Usually included during support?	Explanation
A contact button does not open the correct phone number because NewGen Era entered it incorrectly	Yes	Correction of NewGen Era setup error.
Customer wants to add ten new menu categories after launch	No	New content expansion may require additional work.
Firebase rules were changed by another developer and the admin panel stops working	No	Customer or third-party modification. Paid investigation may be offered.
A page layout breaks on a common mobile browser due to NewGen Era code	Yes	Possible software defect in agreed functionality.
Customer asks for SEO ranking on page one	No	Ranking is not guaranteed and requires separate strategy.
Domain expires because renewal was not paid	No	Domain account and renewal are customer or registrar responsibility.

D. Refund Examples

Situation	Likely approach
A genuine in-scope defect is reported during support	Investigate, repair, or provide equivalent solution.
Customer changes mind after delivery	Refund usually not appropriate for completed work.
Customer expected guaranteed bookings but no guarantee was given	Refund usually not appropriate because business results are not guaranteed.
NewGen Era cannot deliver agreed core scope before handover	Fair adjustment or refund may be considered under Agreement/applicable law.
Third-party hosting outage affects the site	NewGen Era may guide, but third-party provider is responsible.

E. Maintenance Examples

Maintenance after the included support period may include content changes, feature improvements, technical updates, security review, design changes, domain assistance, third-party service changes, backup review, troubleshooting, or new pages. Maintenance is not automatic and does not arise permanently from purchasing a Digital Presence Platform. It requires a new written arrangement, and NewGen Era may accept, decline, postpone, or separately quote any future maintenance request at its own discretion.

F. Customer Responsibilities Checklist

- Provide accurate business information.
- Provide lawful content and confirm rights to photos, logos, and written material.
- Review delivered work promptly.
- Keep admin accounts and passwords secure after handover.
- Pay domain, hosting, and third-party service fees where applicable.
- Avoid unauthorized technical changes unless using a qualified developer.
- Report issues clearly with screenshots or steps where possible.
- Understand that business results are not guaranteed.

G. NewGen Era Responsibilities Checklist

- Explain the product andscope clearly.
- Deliver the agreed platform in good faith.
- Use reasonable skill and care.
- Correct genuine in-scope errors reported during review/support.
- Provide one month of included support.
- Hand over agreed customer accounts or access where applicable.
- Respect customer-owned business content and data.
- Avoid fake guarantees or misleading promises.

H. Timeline Illustration

Consultation

H. Timeline Illustration

Consultation

↓

Quotation and acceptance

↓

Customer provides content and access

↓

Design, setup, configuration, and development

↓

Customer review

↓

Corrections within agreed scope

↓

Acceptance, launch, or handover

↓

One month included support

↓

Optional future maintenance by new agreement

I. Issue Resolution Flowchart

Issue reported

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Is it within agreed scope?

- If no: explain, quote separately if possible, or recommend next step.
- If yes: continue investigation.

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Was it caused by NewGen Era software or setup?

- If no: explain customer/third-party cause and offer optional assistance if available.
- If yes: repair or provide equivalent solution where practical.

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If unresolved after fair opportunity

Consider appropriate remedy under Agreement and applicablelaw.

J. Handover Checklist

Item	Status
Public platform link provided	
Admin access provided where included	
Domain information explained where applicable	
Hosting or Vercel information explained where applicable	
Firebase information explained where applicable	
Basic content-management guidance provided	
Support period start date confirmed	
Customer responsibilities explained	

K. Delivery Checklist

- Agreed product delivered.
- Main public pages reviewed.
- Contact details checked.
- Business content added as provided.
- Common mobile and desktop layout checked.
- Customer review requested.
- In-scope corrections handled.
- Handover prepared.

L. Administrator Checklist

- Change default passwords where applicable.
- Keep login credentials private.
- Do not share administrator access casually.
- Remove access for staff who leave the business.
- Avoid deleting settings without understanding them.
- Keep third-party account recovery information updated.
- Contact a qualified developer before major technical changes.

M. Project Acceptance Checklist

Before accepting the project, the customer should confirm:

- Business name, phone, email, WhatsApp, and address are correct.
- Menus, rooms, packages, courses, or services are accurate.
- Photos and branding are acceptable.
- Contact buttons and forms work as expected.
- The platform matches the agreed scope.

- Any remaining issues have been reported clearly.
- Ownership, support, maintenance, and refund principles are understood.

Revision History

Version	Date	Description
1.0	2026-07-02	Initial production customer agreement and service guide for NewGen Era Digital Presence Platforms.