

# Terms and Conditions

Last Updated: 01/01/2024

## 1. Introduction

These Terms and Conditions govern the provision of by Koyetech Private Limited ("the Company", "we", "our", or "us"). By engaging our services, you ("the Client") agree to comply with and be bound by these terms. This agreement applies to all services rendered by Koyetech, regardless of the specific nature of the service.

## 2. Scope of Services

Koyetech provides IT services, including but not limited to:

- IT consulting
- Software development
- System integration
- Managed services
- Cloud services
- Data analytics
- Cybersecurity solutions
- Support and maintenance services

The scope of specific services for each engagement will be outlined in separate Statements of Work (SOW) or Service Level Agreements (SLA).

## 3. Engagement and Service Delivery

- Consultation: Upon engagement, we will conduct an initial consultation to assess the Client's needs and propose a plan of action.
- Service Level Agreement (SLA): We commit to the levels of service specified in the SLA or project documentation, including response times, system uptime, and performance benchmarks.
- Delivery Timeline: Project timelines and milestones will be agreed upon before the commencement of any project and may be subject to change based on client needs or unforeseen technical issues.

## 4. Client Obligations

- Access to Information: The Client must provide accurate, timely, and complete information and access to systems to enable Koyetech to perform the services.

- Cooperation: The Client must cooperate with Koyetech personnel, including providing access to premises, systems, and necessary resources.
- Timely Feedback: The Client must provide feedback promptly when requested, to ensure the project timeline is adhered to.

## **5. Fees and Payment Terms**

- Rates: Fees for services are based on the scope of work and agreed upon in the contract or SOW. Hourly rates may apply for ad-hoc services.
- Invoicing: Invoices will be issued based on milestones achieved or on a monthly basis for ongoing services.
- Payment Terms: All payments are due within 15 days of receipt of the invoice unless otherwise specified. Late payments may incur interest or penalties.
- Currency: Payment will be made in the currency agreed upon, depending on the location of the client, including USD, INR, or others.

## **6. Confidentiality**

- Non-disclosure: Koyetech and the Client shall treat all information obtained from each other during the course of service delivery as confidential and agree not to disclose it to any third party without prior written consent.
- Data Protection: Koyetech will adhere to all applicable data protection laws, including but not limited to GDPR for European clients and the Indian Data Protection Bill for clients in India.

## **7. Intellectual Property Rights**

- Ownership of Deliverables: Any custom software, documentation, or work product created by Koyetech specifically for the Client will become the intellectual property of the Client upon full payment of all related fees. Koyetech retains the rights to any proprietary methods, processes, or software used to deliver the services.
- License to Use: In cases where Koyetech licenses proprietary software to the Client, the Client will have the right to use the software under the terms of the specific licensing agreement.

## **8. Warranties and Disclaimers**

- Warranties: Koyetech warrants that the services provided will meet the specifications and quality as outlined in the contract.

- Disclaimers: We do not warrant that services will be uninterrupted or error-free. Any third-party software or hardware provided is subject to the warranties provided by those vendors.

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## **9. Limitation of Liability**

- Indirect Damages: Koyetech shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, business interruption, or loss of data, even if advised of the possibility of such damages.
- Maximum Liability: Koyetech's total liability for damages arising out of or related to this agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by the Client under this agreement.

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## **10. Force Majeure**

Koyetech shall not be liable for any delays or failure in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, cyber-attacks, or disruptions in telecommunication networks.

## **11. Termination**

- Termination for Convenience: Either party may terminate the agreement by providing 30 days' written notice.
- Termination for Cause: Koyetech may terminate the agreement immediately if the Client fails to meet its obligations under these terms or if payments are not made as required.
- Effect of Termination: Upon termination, all fees for services rendered up to the termination date will become immediately due, and the Client must return any Koyetech property or software.

## **12. Jurisdiction and Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the location where the services are provided. For Indian clients, this agreement shall be governed by the laws of India, specifically under the Indian Contract Act, 1872.

### **13. Dispute Resolution**

In case of any dispute arising from this agreement, both parties agree to attempt to resolve the matter through negotiation first. If no resolution is achieved within 30 days, the dispute will be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (for Indian clients) or other relevant laws in the client's jurisdiction.

### **14. Amendments**

Koyetech reserves the right to amend these Terms and Conditions at any time. Any amendments will be effective upon being posted on our website or communicated to the Client.

### **15. Miscellaneous**

- Severability: If any provision of this agreement is found to be unenforceable or invalid, it shall not affect the remaining provisions.
- Assignment: The Client may not assign or transfer any rights or obligations under this agreement without prior written consent from Koyetech.