

TERMS AND CONDITIONS

Last Updated: 01-04-2024

Welcome to Teisoft LLC ("**Teisoft**"). These Terms and Conditions ("**Terms**") govern your access to and use of our website (the "**Website**") and the services ("**Services**") we offer, including maintenance, support, and development of websites.

By accessing or using our Website and Services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please do not use our Website or Services.

1. Acceptance of Terms

1.1 **Binding Agreement:** These Terms constitute a binding agreement between you ("**User**," "**you**," or "**your**") and Teisoft. By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

2. Scope of Services

2.1 Description of Services: Teisoft provides a range of services including, but not limited to:

- Website maintenance and updates
- Technical support
- Website design and development
- Content updates and management
- SEO optimization
- Performance and security enhancements

2.2 **Service Modifications:** We reserve the right to modify or discontinue, temporarily or permanently, any part of our Services with or without notice.

3. User Responsibilities

3.1 Accurate Information: You agree to provide accurate, current, and complete information as required for the provision of Services and to maintain and update such information promptly.

3.2 Access Credentials: You are responsible for maintaining the confidentiality of any access credentials (e.g., usernames, passwords) provided to us and for restricting access to your devices.

3.3 **Compliance:** You agree to use our Services in compliance with all applicable laws and regulations.

3.4 **Content Ownership:** You represent and warrant that you own or have the necessary rights and permissions to use and authorize us to use all content you provide for the purposes of delivering the Services.

3.5 **Backup of Data:** While we take precautions to protect your data, you are responsible for maintaining regular backups of your website and data to prevent loss or damage.



4. Intellectual Property Rights

4.1 **Teisoft's Intellectual Property:** All materials, including but not limited to text, images, graphics, logos, and software, provided by Teisoft are protected by intellectual property laws. You may not reproduce, distribute, or create derivative works from our materials without our express written consent.

4.2 **License to Use User Content:** By providing content to us, you grant Teisoft a non-exclusive, worldwide, royalty-free license to use, reproduce, adapt, modify, publish, and distribute such content solely for the purpose of providing the Services.

5. Payment Terms

5.1 **Fees and Charges:** Fees for our Services will be specified in separate agreements, proposals, or invoices provided to you.

5.2 **Payment Terms:** Payment is due as outlined in the respective agreement or invoice. Late payments may be subject to interest charges or service suspension.

5.3 **Taxes:** You are responsible for all applicable taxes, levies, or duties imposed by taxing authorities related to your use of our Services.

6. Confidentiality

6.1 **Confidential Information:** Both parties agree to keep confidential any proprietary or confidential information disclosed during the term of the agreement, except as required by law.

7. Termination

7.1 **Termination by Teisoft:** We reserve the right to terminate or suspend your access to our Services immediately, without prior notice, for any reason, including but not limited to breach of these Terms.

7.2 **Termination by User:** You may terminate the Services by providing written notice to us as per the terms specified in your service agreement.

7.3 **Effects of Termination:** Upon termination, all rights granted to you under these Terms will cease, and you must cease all use of the Services. Any fees owed to Teisoft shall become immediately due and payable.

8. Disclaimer of Warranties

8.1 "As Is" Basis: Our Services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied.

8.2 **No Guarantee:** We do not guarantee that the Services will be uninterrupted, timely, secure, or error-free.

9. Limitation of Liability



9.1 **Exclusion of Damages:** To the maximum extent permitted by law, Teisoft shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to your use of the Services.

9.2 **Maximum Liability:** Teisoft's total liability to you for any claim arising out of or relating to these Terms or the Services shall not exceed the amount paid by you to Teisoft in the twelve (12) months preceding the claim.

10. Indemnification

10.1 User's Indemnity: You agree to indemnify, defend, and hold harmless Teisoft and its affiliates from any claims, liabilities, damages, losses, and expenses arising out of or related to your use of the Services or violation of these Terms.

11. Privacy

11.1 **Privacy Policy:** Your use of our Website and Services is subject to our <u>Privacy Policy</u>, which governs the collection, use, and disclosure of your personal information.

12. Changes to the Terms

12.1 **Modification:** We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting on this page, with an updated "Last Updated" date.

12.2 **Continued Use:** Your continued use of the Services after any such changes constitutes your acceptance of the new Terms.

13. Governing Law and Jurisdiction

13.1 **Governing Law:** These Terms are governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

13.2 **Dispute Resolution:** Any disputes arising out of or relating to these Terms or the Services shall be resolved through binding arbitration in the State of Florida.

14. Miscellaneous

14.1 **Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

14.2 **Entire Agreement:** These Terms, along with any service agreements and the Privacy Policy, constitute the entire agreement between you and Teisoft regarding the use of the Services.

14.3 **Assignment:** You may not assign or transfer your rights or obligations under these Terms without our prior written consent.

14.4 **Force Majeure:** Teisoft shall not be liable for any failure to perform its obligations due to unforeseen circumstances or causes beyond its reasonable control.

15. Contact Information



15.1 **How to Contact Us:** If you have any questions, concerns, or requests related to these Terms or our Services, please contact us:

- Email: info@teisoftllc.com
- Address: 1590 Harbour Side Dr, Weston, FL 33326, US