

Terms & Conditions

1. Definitions

For purposes of these Terms & Conditions ("Terms"), the following capitalized terms shall have the meanings set forth herein: 'Company' means IL Goldberg Solutions LLC; 'Site' means any website located at ilgoldberg.com and subdomains; 'Services' means software engineering, programming, web development, UI/UX design, consulting, and related professional services; 'Client' means any person or entity that enters into an agreement with the Company; 'User' means any visitor or end user of the Site or Services.

2. Acceptance; Entire Agreement

By accessing the Site or engaging the Services, User agrees to be legally bound by these Terms. These Terms, together with any order form, statement of work ('SOW'), or other mutually executed document, constitute the entire agreement and supersede all prior communications.

3. Modifications

Company may modify these Terms at any time by posting an updated version on the Site with a new 'Last Updated' date. Changes become effective upon posting. Continued use constitutes acceptance of the modifications.

4. Eligibility; Accounts; Security

User represents that it has the legal capacity to enter into these Terms. Accounts must be registered with accurate information and kept secure. User is responsible for all activity occurring under its credentials and for notifying Company of any suspected breach.

5. Prohibited Uses

User shall not (i) reverse engineer, decompile, or disassemble any Company software; (ii) use the Services for unlawful purposes; (iii) interfere with or disrupt networks; (iv) upload malicious code; (v) infringe any third-party rights.

6. Professional Services; Deliverables

Services shall be performed in a professional and workmanlike manner consistent with industry standards. Deliverables, milestones, and acceptance criteria shall be defined in the applicable SOW. Absent a contrary SOW, acceptance occurs upon delivery or five (5) days after substantial completion, whichever is earlier.

7. Change Requests

Client may request changes in scope. Company shall notify Client of any resulting adjustments to fees, schedule, and resources. No change is binding unless confirmed in writing by Company.

8. Fees; Taxes; Late Payments

Client shall pay fees as set forth in the applicable SOW or order form. All fees are exclusive of taxes, duties, and withholdings, which shall be borne by Client. Overdue amounts accrue interest at the lesser of 1.5% per month or the maximum amount permitted by law and may result in suspension of Services.

9. Expenses

Client shall reimburse pre-approved, reasonable out-of-pocket expenses incurred in connection with the Services (e.g., specialized software, stock assets, travel if applicable). Receipts will be provided upon request.

10. Intellectual Property; License; Moral Rights

Except as expressly assigned in a signed writing, all right, title, and interest in and to any pre-existing materials, know-how, tools, frameworks, and generic code remain with Company. Upon full payment, Client receives a worldwide, non-exclusive, non-transferable license to use Deliverables for its internal business purposes. Company may reuse generalized skills, ideas, and non-confidential learnings.

11. Open-Source and Third-Party Components

Deliverables may incorporate open-source or third-party components subject to their respective licenses. Client agrees to comply with such licenses. Company disclaims liability for vulnerabilities or maintenance obligations associated with third-party code absent a separate paid maintenance agreement.

12. Client Materials; License and Warranty

Client grants Company a limited license to use Client Materials solely to perform the Services. Client represents that it owns or controls all rights necessary to grant such license and that Client Materials do not infringe third-party rights.

13. Confidentiality

Each party shall protect the other party's Confidential Information with at least the same degree of care it uses to protect its own information, but no less than a reasonable standard of care. Confidentiality obligations survive for five (5) years after termination, and indefinitely for trade secrets.

14. Data Protection; International Transfers

Company shall implement commercially reasonable administrative, technical, and physical safeguards. Where processing personal data of EU/UK residents on Client's behalf, the parties may execute a data processing addendum ('DPA') incorporating the EU Standard Contractual Clauses as applicable.

15. Warranties; Disclaimer

Company warrants that it will perform the Services in a professional manner. EXCEPT AS EXPRESSLY STATED, THE SITE, SERVICES, AND DELIVERABLES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

16. Indemnification

Client shall defend, indemnify, and hold harmless Company and its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of (i) Client's use of the Services or Deliverables; (ii) Client Materials; or (iii) violation of these Terms.

17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR USE. COMPANY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT TO COMPANY FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT.

18. Maintenance; Uptime; Support

Unless expressly set forth in a paid support agreement, Company provides no uptime commitments and may perform maintenance at any time. Support requests should be submitted via support@ilgoldberg.com.

19. Suspension; Termination

Company may suspend or terminate access for material breach, unlawful activity, or risk to security. Either party may terminate for cause upon thirty (30) days' written notice if the breach is not cured. Upon termination, Client shall cease use of Company IP and pay all outstanding amounts.

20. Publicity

Company may reference Client's name and non-confidential project descriptions in its portfolio and marketing materials unless Client provides a reasonable written objection.

21. Export Controls; Sanctions

Client shall comply with U.S., EU, and other applicable export control and sanctions laws. Client represents it is not located in, or acting on behalf of, a restricted party or jurisdiction.

22. Governing Law; Venue; Arbitration

These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. Any dispute shall be resolved by final and binding arbitration administered by the American Arbitration Association in Wilmington, Delaware, before a single arbitrator. The prevailing party shall be entitled to reasonable attorneys' fees.

23. Class Action Waiver; Jury Trial Waiver

The parties agree to resolve disputes only on an individual basis; class actions and representative proceedings are waived. THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

24. Severability; Assignment; Force Majeure; Notices

If any provision is found unenforceable, the remainder shall remain in effect. Client may not assign these Terms without Company's prior written consent. Neither party is liable for delays due to events beyond its reasonable control. Notices shall be delivered to the addresses listed on the Site or as otherwise designated in writing.

25. Survival

Sections relating to intellectual property, confidentiality, payment, indemnity, limitations of liability, and dispute resolution shall survive termination.

26. Service Levels

Unless expressly set forth in a signed Service Level Agreement ('SLA'), Company provides no guarantees as to uptime, availability, response time, or resolution of incidents. Company shall not be liable for downtime, data loss, or disruptions arising from hosting providers, third-party software, or the Internet itself.

27. Insurance

Nothing herein obligates Company to carry insurance beyond commercially reasonable coverage or what is legally mandated. Company disclaims any representation that insurance limits will cover all potential claims.

28. Data Breach Liability

In no event shall Company be liable for unauthorized access, breach, or disclosure of data except where such breach results solely from Company's gross negligence or willful misconduct. Client remains responsible for securing its own systems, credentials, and access points.

29. Subcontractors

Company may engage subcontractors, affiliates, and third-party providers to perform Services. Company remains responsible for overall delivery but shall not be liable for independent acts of such subcontractors beyond the scope of control.

30. Costs of Collection

Client shall reimburse Company for all reasonable attorneys' fees, collection agency fees, and costs incurred in collecting overdue amounts.

31. Language

These Terms are drafted in English and shall prevail over any translated version. Any translation is provided for convenience only.

32. Expanded Force Majeure

Neither party shall be liable for failure or delay due to events beyond reasonable control, including but not limited to acts of God, natural disasters, epidemics, pandemics, cyberattacks, terrorism, government

actions, labor disputes, or supplier failures.

33. EU Consumer Rights

Nothing herein shall limit the mandatory rights of consumers under applicable EU or other local law, to the extent such law applies.

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