

Client Terms and Conditions

Introduction

Welcome to KoseApp ("Company," "we," "our," or "us"). These Client Terms and Conditions ("Agreement") govern the relationship between the Company and the client ("Client," "you," or "your") regarding the services provided by the Company. By engaging with our services, you agree to comply with these terms and conditions. These terms will apply to all services provided by us unless otherwise agreed upon in writing.

Services

The Company agrees to provide the services outlined in the service agreement, proposal, or contract between the Client and the Company. The Client acknowledges that the scope, timeline, and deliverables for these services may be modified or adjusted based on mutual agreement between both parties. The Client will be notified of any changes to the scope of work or services and may have to approve such changes before they are implemented.

Payment Terms

- **Fees:** All fees for services provided by the Company will be clearly outlined in the service agreement, proposal, or contract between the parties. This includes any one-time fees, recurring payments, or fees associated with special services.
- **Due Date:** Payments are due according to the agreed-upon schedule, as specified in the contract. This may include upfront payments, milestone-based payments, or periodic invoices.
- **Late Payments:** If the Client fails to make payment by the due date, the Company reserves the right to charge additional fees, including late payment penalties, and interest, as specified in the agreement.
- **Suspension or Termination:** The Company reserves the right to suspend or terminate services if payment is not made in accordance with the agreed schedule. The Company will notify the Client before such actions are taken.

Client Responsibilities

- **Provision of Information:** The Client agrees to provide all necessary information, documentation, and resources required for the Company to successfully deliver services. This may include business details, access to systems, or approval of deliverables.
- **Timely Communication:** The Client must respond promptly to any queries or requests for approval from the Company, as delays in communication may impact the project timeline.

- **Compliance:** The Client is responsible for ensuring that the services provided are used in compliance with all applicable laws, regulations, and industry standards.

Confidentiality

Both parties agree to maintain the confidentiality of proprietary or sensitive information shared during the term of this Agreement. This includes any confidential business practices, strategies, or client data provided to the Company. The obligation to maintain confidentiality remains even after the termination of this Agreement, unless otherwise agreed upon in writing.

Intellectual Property

- **Ownership:** Any work created by the Company, including designs, documents, software, and other intellectual property, shall remain the property of the Company unless otherwise agreed in writing. The Client may be granted a license to use the work as outlined in the service agreement.
- **Restrictions:** The Client may not reproduce, distribute, modify, or create derivative works based on the Company's intellectual property without prior written consent. Any unauthorized use of intellectual property may result in legal action.

Termination

- **By Either Party:** Either party may terminate this Agreement at any time by providing written notice. Upon termination, any unpaid balances for services rendered up to the termination date must be paid by the Client.
- **For Breach:** The Company may terminate the agreement if the Client breaches any terms outlined in the Agreement, including failure to make payments or comply with confidentiality terms. In such cases, the Company reserves the right to take legal action to recover any damages.

Liability and Indemnification

- **Limitation of Liability:** The Company will not be liable for any indirect, incidental, or consequential damages, including loss of profits, arising from the use of the services provided. The Client's sole remedy for dissatisfaction with the service is to stop using the service.
- **Indemnification:** The Client agrees to indemnify and hold the Company harmless from any claims, damages, losses, or liabilities arising from their use of the services. This includes any third-party claims resulting from the Client's violation of laws, regulations, or intellectual property rights.

Dispute Resolution

- **Good-Faith Negotiations:** Any disputes arising from this Agreement will first be attempted to be resolved through good-faith negotiations between the parties. Both parties agree to make a reasonable effort to resolve conflicts amicably.
- **Mediation/Arbitration:** If the dispute cannot be resolved through negotiation, it will be referred to mediation or arbitration, as outlined in the service agreement, before seeking legal recourse. The venue for such processes will be determined by the jurisdiction specified in this Agreement.

Service Level Agreements (SLA)

- **Timeliness:** The Company agrees to deliver services in accordance with the timelines specified in the service agreement. This includes agreed-upon milestones, deadlines, and project completion dates.
- **Response Times:** The Company will provide a clear response time for client inquiries, support requests, and issue resolution, which will be outlined in the service agreement. Delays or exceptions to these timelines will be communicated to the Client promptly.

Refund and Cancellation Policy

- **Refunds:** The Company's policy regarding refunds will be specified in the service agreement. Generally, refunds may be issued only under specific circumstances, such as failure to deliver the agreed-upon services within a reasonable time frame.
- **Cancellation Fees:** If the Client chooses to cancel the service contract before completion, the Company may charge a cancellation fee to cover any administrative or preparatory work already completed. The cancellation terms will be clearly defined in the agreement.

Data Privacy and Security

- **Data Collection and Use:** The Company will collect, store, and use the Client's personal and business data only for the purposes of delivering the agreed-upon services. The Company will not disclose this data to third parties without prior consent unless required by law.
- **Compliance with Privacy Laws:** The Company will adhere to privacy laws such as GDPR (General Data Protection Regulation) or CCPA (California Consumer Privacy Act) if applicable, ensuring that Client data is protected and processed lawfully.

Marketing and Promotion

- **Use of Client Data:** The Company may request permission to use the Client's name, project details, or data for promotional purposes. This may include marketing materials, case studies, or social media posts.
- **Client Consent:** The Client's consent will be obtained in writing before any use of their data for promotional purposes. If the Client does not consent, the Company will respect their wishes.

Force Majeure

The Company is not liable for delays or failure to perform due to unforeseen events or circumstances beyond its control, such as natural disasters, strikes, economic crises, pandemics, or government actions. In such cases, the Company will make reasonable efforts to resume services as quickly as possible, but is not held responsible for any resulting damages.

Third-Party Services

The Company may engage third-party service providers (e.g., payment processors, legal consultants, or software providers) to fulfill its obligations. The Client acknowledges and agrees that the Company is not responsible for any actions, failures, or issues arising from these third-party services.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Your Jurisdiction]. Any disputes or legal proceedings arising from this Agreement will be handled by the courts in the jurisdiction specified in the Agreement.

Amendments

The Company reserves the right to update or amend these terms and conditions at any time. Clients will be notified of any significant changes, and their continued use of the services will constitute acceptance of the updated terms.

Acceptance

By engaging with our services, the Client agrees to be bound by these terms and conditions. The Client's acceptance of this Agreement is confirmed by signing or acknowledging the service agreement or by using the services provided by the Company.