

TERMS & CONDITIONS

1. Introduction & Agreement

These Terms and Conditions ("Terms") constitute a legally binding agreement between CLARIA UK LTD ("Consultant", "we", "us") and the client ("Client", "you") regarding the provision of integration consultancy services ("Services"). By signing a Statement of Work (SOW), paying an invoice, or allowing work to commence, you agree to be bound by these Terms.

2. Services and Scope (Statement of Work)

- 2.1. SOW: Specific services, deliverables, timelines, and fees will be defined in a separate Statement of Work (SOW) or Proposal.
- 2.2. Changes in Scope: Any changes to the SOW requested by the Client must be agreed upon in writing and may result in additional charges and timeline adjustments.

3. Client Obligations

- 3.1. Cooperation: Client agrees to provide necessary access to systems, APIs, documentation, and personnel in a timely manner.
- 3.2. Data Accuracy: Client is responsible for the accuracy, quality, and legality of data provided to the Consultant for integration.

4. Intellectual Property

- 4.1. Pre-existing IP: Each party retains ownership of their pre-existing intellectual property (IP).

- 4.2. Deliverables: Upon full payment, the Client is granted a non-exclusive license to use the customized code or integration configurations created specifically for them.
- 4.3. Consultant IP: The Consultant retains ownership of any proprietary tools, methodologies, or pre-existing code used to perform the services.

5. Confidentiality

Both parties agree to protect confidential information (including API keys, data structures, and business processes) and not disclose it to third parties, except as required for performing the services, for a period of [X] years.

6. Payment Terms

- 6.1. Invoicing: Invoices are issued [monthly/on completion of milestones].
- 6.2. Payment Due: Payment is due within [e.g., 30] days of the invoice date.
- 6.3. Late Payments: Late payments may incur interest.

7. Limitation of Liability and Warranties

- 7.1. Disclaimer: Services are provided "as is". The Consultant does not warrant that integration will be error-free or uninterrupted.
- 7.2. Liability Cap: To the maximum extent permitted by law, the Consultant's total liability for any claims arising out of this agreement shall not exceed the total amount paid by the Client for the specific SOW.
- 7.3. Exclusions: Consultant is not liable for data loss, system downtime, or third-party API failures.

8. Term and Termination

- 8.1. Termination: Either party may terminate the agreement with 30 days' written notice.

- 8.2. Payment on Termination: Upon termination, Client shall pay for all work performed up to the date of termination.

9. Governing Law and Dispute Resolution

These terms are governed by the laws of the United Kingdom.

10. Changes to Terms

We reserve the right to update these Terms at any time. The updated version will be effective upon posting on our website or by informing the client directly.