

Terms and Conditions

1. Introduction

These Terms and Conditions govern the agreement between Ingenium Bright (hereinafter, "the Provider") and the Client (hereinafter, "the Client") for the development of landing pages and web applications. Both parties must read, understand, and accept these terms before starting any project.

2. Landing Page Development

2.1 Delivery of Materials: The Client is responsible for providing the Provider with all necessary materials for the development of the landing page, including but not limited to:

- Corporate colors and color palette to be used.
- All relevant images and textual content.

2.2 Project Start: The development time will begin counting from the delivery of the last image or necessary material from the Client.

2.3 Project Duration: The project will be completed within a maximum of 7 business days from the last delivery of materials or images, provided that the Client has supplied all required elements at the previously agreed time.

2.4 Maintenance: Modifications or adjustments after the final delivery must not exceed 20% of the original page content. Any additional modifications may be subject to extra charges as agreed by both parties.

2.5 Initial Expenses: If the Client does not have a domain and hosting, they must pay in advance for the initial costs of purchasing these services.

3. Web Application Development

3.1 Requirements Specification: The Client must provide a clear and detailed description of their business needs as well as the required data modeling for the application.

3.2 Project Start: Once all requirements are clear and agreed upon by both

parties, the development time will begin.

3.3 Project Duration: The project will be completed within a maximum timeframe defined according to its size and requirements, as agreed in the last requirements meeting. During that meeting, the project complexity was evaluated and priorities were set in case partial deliveries are required. This timeframe is valid provided the Client has supplied all necessary information at the agreed time.

3.4 Maintenance: Modifications or adjustments after the final delivery must not exceed 10% of the original application content. Any additional modifications may be subject to extra charges as agreed by both parties.

3.5 Advance Payment: The Client must pay 50% of the total project cost in advance. The remainder will be paid upon project delivery.

4. **Warranties**

4.1 Landing Pages and Web Applications: If within 5 days after the final delivery the Client finds any error or bug, they may request its repair without it being considered a maintenance service.

5. **Responsibilities**

5.1 Monthly Payments: The Client is responsible for making payments within the first 5 days of each month. In case of non-compliance, the service may be suspended or terminated.

5.2 Domain and Hosting: The Client is responsible for the domain name and its billing, as well as hosting, unless otherwise stipulated by contract.

6. **Project Cancellation**

6.1 Payment Delays: If the Client delays payment by more than 10 business days, the project will be canceled without refund.

7. **Limitations of Liability**

7.1 Third-Party Services: The Provider is not responsible for hosting or domain service outages, as these are services provided by third parties. However, the Provider commits to contacting the Client and offering possible solutions, such as server migration, which may involve additional costs for the Client.

7.2 Third-Party Integrations: The Provider is not responsible for the functioning or availability of integrations with third-party services (plugins, APIs, etc.) that are not under its direct control.

7.3 Indirect Damages: Under no circumstances shall the Provider be liable for indirect, incidental, special, or consequential damages arising from the use or inability to use the services, including but not limited to loss of profits, business interruption, or data loss.

7.4 Errors or Failures: The Provider does not guarantee that the services will be error-free or uninterrupted. The Client acknowledges that software may contain errors and that the Provider is not responsible for them.

8. **Force Majeure**

Neither party shall be liable for failure to fulfill obligations under this agreement if such failure is caused by force majeure, understood as any event beyond the reasonable control of the parties, including but not limited to natural disasters, fires, floods, earthquakes, acts of war, terrorism, riots, labor strikes, internet infrastructure failures, government regulations, and material shortages.

9. **Intellectual Property**

All intellectual property rights over the work performed belong to the Provider until the Client has fulfilled all financial obligations. Once the project is fully paid, the Client will acquire the rights to the final product.

10. Payments and Billing

The Client agrees to make payments according to the agreed schedule. Any delays in payment may affect the project delivery timeline.

11. Confidentiality

Both parties agree to maintain confidentiality regarding any information shared during the project development.

12. Governing Law and Jurisdiction

These Terms and Conditions are governed and interpreted in accordance with the laws of Chile. Any dispute arising from these terms will be resolved through mediation, according to the Mediation Rules of the Arbitration and Mediation Center of the Santiago Chamber of Commerce (CAM Santiago). If the parties do not reach an agreement through mediation within 30 days from the start of the process, the dispute will be resolved by binding arbitration under the same center's Arbitration Rules. The place of arbitration will be Santiago, Chile, and the language used will be Spanish.

13. Acceptance

By starting the project, the Client accepts these Terms and Conditions in full.