

# Terms and conditions

## 1. Introduction

These Terms and Conditions govern the agreement between Ingenium Dynamics (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 initiating any project.

## 2. Development of Landing Pages

**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 by the Client.

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

**2.4 Maintenance:** Modifications or adjustments after the final delivery should not exceed 20% of the original content of the page. Any additional modification may be subject to additional 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 purchase costs of these services.

## 3. Development of Web Applications

**3.1 Specification of Requirements:** The Client must provide a clear and detailed description of their business needs, as well as the data modeling required 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 period that will be defined according to its size and requirements, as agreed in the last requirements meeting. In that meeting, the complexity of the project was evaluated and priorities were established in case partial deliveries are required. This term will be valid as long as the Client has provided all the necessary information at the agreed time.

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

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

## **4. Guarantees**

**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 being considered a maintenance service.

## **5. Responsibilities**

**5.1 Monthly Payments:** The Client is responsible for keeping the payment 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 the hosting, unless otherwise stipulated by contract.

## **6. Project Cancellation**

**6.1 Delay in Payments:** If the Client incurs a delay of more than 10 business days in payment, the project will be canceled without refund.

## 7. Limitations of Liability

**7.1 Third-Party Services:** The Provider will not be responsible for the failure of the hosting or domain service, as these are services provided by third parties. However, the Provider agrees to contact the Client and offer 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 operation or availability of integrations with third-party services (plugins, APIs, etc.) that are not under its direct control.

**7.3 Indirect Damages:** In no event 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 loss of data.

**7.4 Errors or Failures:** The Provider does not guarantee that the services are free of errors or failures, nor that they will operate uninterrupted. The Client acknowledges that the software may contain errors and that the Provider is not responsible for them.

## 8. Force Majeure

Neither party shall be liable for the breach of its obligations under this agreement if such breach is caused by force majeure, understanding by force majeure 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, failures in the internet infrastructure, government regulations, and shortage of materials.

## 9. Intellectual Property

All intellectual property rights on the work performed belong to the Provider until the Client has fulfilled all its 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 delay in payments may affect the project delivery time.

## **11. Confidentiality**

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

## **12. Applicable Law and Jurisdiction**

These Terms and Conditions are governed by and construed in accordance with the laws of Chile. Any dispute arising from these terms shall be resolved through mediation, in accordance with the Mediation Regulations 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 beginning of the process, the dispute will be resolved through binding arbitration, in accordance with the Arbitration Regulations of the same center. The place of arbitration will be Santiago, Chile, and the language used will be Spanish.

## **13. Acceptance**

By initiating the project, the Client accepts these Terms and Conditions in their entirety.