

# TERMS AND CONDITIONS

Welcome to [www.quickbrokerapp.com](http://www.quickbrokerapp.com) Thank you for choosing to use our services. We are pleased to offer you a software development service tailored to your needs. This document, the "Terms and Conditions" (also referred to as the "Terms"), acts as a legal contract between you, the user, and QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L, the provider of [www.quickbrokerapp.com](http://www.quickbrokerapp.com), regarding your use of this website and services provided through it.

Before you begin using the website, it is important that you carefully read and understand these Terms. By accessing [www.quickbrokerapp.com](http://www.quickbrokerapp.com) and using any of the services, you agree to be bound by these Terms. If you do not agree with any part of the Terms, please do not use our website.

## WEBSITE GENERAL TERMS AND CONDITIONS

### 1. Website General Terms and Conditions

- a. **Scope of Use:** These Terms govern your use of [www.quickbrokerapp.com](http://www.quickbrokerapp.com) and all associated services, including website and mobile application development services, consultation services, digital products, and affiliate marketing programs (collectively, "Services"). Specific service terms provided for particular services supplement these general terms and take precedence in the event of a conflict.
- b. **Modifications:** QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L reserves the right to update or modify these Terms at any time without prior notice. Significant changes to the Terms will be communicated through the website or via email to registered users. Your continued use of the website after any such changes constitutes your acceptance of the new Terms. We encourage you to review the Terms periodically for any updates or changes.
- c. **Legal Capacity:** You affirm that you are either more than 18 years of age or possess legal parental or guardian consent and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.
- d. **Accessibility:** QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L aims to make its website and services accessible to as wide an audience as possible. If you have difficulty using or accessing any element of this website or our services, please contact us at [support@quickbrokerapp.com](mailto:support@quickbrokerapp.com) and we will work with you to provide the information, item, or transaction you seek through a communication method that is accessible for you consistent with applicable law.
- e. **User Responsibilities:** As a user of our website, you are responsible for ensuring that your use of the site and content accessed or downloaded from it is legal and by these Terms and applicable laws. You are also responsible for maintaining the confidentiality of any login information associated with any account you use to access our services and for all activities that occur under your account.

- f. **Intellectual Property Rights:** All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, and software, is the property of **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** or its content suppliers and protected by international copyright and intellectual property laws. User-generated content, if applicable, is governed by specific agreements related to that content.
- g. **Disclaimers and Limitation of Liability:** **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** disclaims all implied warranties to the maximum extent allowed by law. The company shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use of the website or services. This does not affect warranties and liabilities that cannot be excluded under applicable law.
- h. **Termination of Use:** **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** reserves the right to terminate user access for any breach of these terms without notice. Users may terminate their use of the website by deactivating their accounts or ceasing the use of the website and services. Procedures for account deactivation can be found [[insert link or direction to relevant section](#)].
- i. **Conflict of Terms:** In the event of a conflict between these General Terms and Conditions and any specific terms associated with services provided by **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L**, the terms outlined in the specific service contracts will prevail. Furthermore, if there is a discrepancy between what is stated in these General Terms and Conditions and any individual contractual agreement entered into with a client, the terms of the individual contract will take precedence. These Terms and Conditions are intended to provide a general framework; however, detailed provisions applicable to specific services will be governed by the respective service contracts.

## **SOFTWARE DEVELOPMENT SERVICES:**

### **2. Terms and Conditions of WEBSITES AND MOBILE APPLICATIONS DEVELOPMENT SERVICES**

- a. **SCOPE OF WORK:** The company will provide software development services as described in individual project contracts. Each project will detail the software features and functions to be developed, along with technical specifications and project milestones.
- b. **TIMELINE:** Project timelines, including start dates, milestone deadlines, and completion dates, will be specified in each software development contract tailored to client requirements.
- c. **PAYMENT TERMS:** Payment terms, including amounts, schedules, and conditions, will be clearly stated in each contract separately, reflecting the scope and duration of the work agreed upon.
- d. **INTELLECTUAL PROPERTY RIGHTS:** All intellectual property rights related to software development, including source code and any associated documentation, will remain with the company unless otherwise agreed in writing. Clients will receive usage rights as stipulated in individual contracts.

- e. **CONFIDENTIALITY:** The company commits to maintaining the confidentiality of all proprietary information received during the software development process, except as required by law.
- f. **QUALITY AND TESTING:** The company guarantees that all software developed will undergo rigorous testing and quality assurance processes before delivery to ensure compliance with agreed specifications.
- g. **WARRANTIES AND LIABILITY:** The company provides warranties relating to the performance of the software as expressly stated in the contract. Liability for issues arising post-delivery will be limited as specified in individual agreements.
- h. **ACCEPTABLE USE POLICY:** Users of the software must comply with all applicable laws and regulations and are prohibited from engaging in activities that can harm the software or its performance.
- i. **PROACTIVE ISSUE RESOLUTION POLICY:** In our commitment to maintaining the highest standards of service and ensuring a successful partnership with our clients, we outline below key policies designed to preemptively address potential issues that may arise during our engagements. These provisions are intended to clarify responsibilities and establish procedures to minimize project delays, ensure quality, maintain clear communication, and control project scope.
  - i. **PROJECT DELAYS:** In order to mitigate the risk of project delays, we establish clear project timelines at the outset of each engagement. Both parties agree to adhere to these timelines, and we will communicate any potential delays as soon as they become apparent. In the event of a delay, the responsibilities for any additional costs or necessary adjustments will be determined based on the origin of the delay. Delays caused by client requests for changes or additional requirements will typically result in a reassessment of timelines and costs, subject to mutual agreement
  - ii. **QUALITY AND PERFORMANCE STANDARDS:** We are committed to delivering software that meets predefined quality and performance standards, agreed upon in the initial project specifications. Should disputes arise concerning the quality or performance of the delivered software, we will conduct a review and perform necessary adjustments to meet the specified standards. This review process will be carried out in accordance with the remedies and warranties provided in the contract, aiming to achieve client satisfaction while adhering to professional integrity.
  - iii. **MISCOMMUNICATION:** To prevent miscommunication, we will maintain regular and structured communication channels throughout our project engagements. All project requirements and changes must be documented and confirmed by both parties. In instances where miscommunication occurs, we will refer to documented correspondences to clarify intentions and agreed terms. This process ensures that all parties have a clear understanding of the project requirements and expected outcomes.

- iv. **SCOPE MANAGEMENT:** Scope creep poses significant risks to project timelines and budgets. To manage this, we clearly define project scope in our contracts and require any scope modifications to be documented and approved through a formal change management process. This includes detailing the impact on timelines, costs, and resource allocation, thereby ensuring that all adjustments are mutually agreed upon and transparently handled
  - v. These policies are established not only to protect our business interests but also to foster a cooperative and productive relationship with our clients. By setting these expectations early and revisiting them often, we aim to ensure a seamless execution of all projects entrusted to us.
- j. **COMMITTED SERVICE THROUGH STRUCTURED LEGAL FRAMEWORKS:** To ensure the highest level of precision and commitment in our services, we have developed a suite of legal agreements tailored to the specific needs of our clients. These agreements are designed to provide clarity, protect interests, and establish clear guidelines for the scope of our engagements:
- i. **Software Development Agreement:** Deployed when bespoke software creation is commissioned, ensuring detailed specifications and delivery terms are established.
  - ii. **License Agreement:** Utilized when a client intends to license existing software, specifying terms of use and rights transfer.
  - iii. **Service Level Agreement (SLA):** Essential for defining the scope and standards of ongoing support and maintenance services, guaranteeing response times and quality benchmarks.
  - iv. **Non-Disclosure Agreement (NDA):** Critical for protecting proprietary or sensitive information that may be disclosed during consultations or development.
  - v. **Independent Contractor Agreements:** Necessary for engagements with freelancers or external contractors, clearly defining role expectations, deliverables, and compensation terms.
  - vi. **End-User License Agreement (EULA):** Applied when software is distributed to end-users, detailing their rights and limitations to ensure compliance and protect intellectual property.
  - vii. **Privacy Policy and Terms of Service:** Implemented operations involving user data collection, ensuring compliance with data protection laws and setting out user responsibilities and rights.
  - viii. **Partnership or Joint Venture Agreements:** Formulated when entering into collaborative arrangements with other businesses, outlining the terms of cooperation, profit sharing, and operational responsibilities.
  - ix. **Intellectual Property Assignment Agreements:** Created to secure the transfer of intellectual property rights generated during employment or contractual work, safeguarding company and client assets.

## DIGITAL PRODUCTS AND DOWNLOADABLE CONTENT:

### 3. Terms and conditions of purchasing the downloadable products:

[www.quickbrokerapp.com](http://www.quickbrokerapp.com) offers a range of digital products and downloadable content, including but not limited to software tools, updates, digital documentation, and resources. By purchasing or downloading any digital products from our website, you agree to the following terms:

- a. **Licensing:** Unless otherwise specified, all digital products provided on [www.quickbrokerapp.com](http://www.quickbrokerapp.com) are licensed to you, not sold. This license grants you a non-exclusive, non-transferable right to use the digital products as per the terms defined in the End-User License Agreement associated with each product.
- b. **Usage Restrictions:** You may use the digital products for personal or business purposes as outlined in the specific license agreement. You are prohibited from redistributing, reselling, decompiling, reverse engineering, disassembling, or otherwise converting the digital products to a human-perceivable form, except as may be permitted by law.
- c. **Updates and Support:** QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L may provide updates to digital products, which include enhancements and improvements. Access to updates and support may be included as part of your purchase for a limited period or available through a subscription model.
- d. **Refund Policy:** Due to the digital nature of the products, all sales are final. We do not provide refunds for digital products once they are downloaded or accessed. Please review the product description and system requirements carefully before making a purchase.
- e. **Intellectual Property:** All intellectual property rights in the digital products are owned by QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L or its licensors. Your purchase or download of digital products confers no title or ownership in these products and is not a sale of any rights in the products.
- f. **Liability Limitation:** QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L shall not be liable for any damages arising out of or related to your use of the digital products beyond the extent permitted by applicable law.
- g. By purchasing, downloading, or using any digital products from [www.quickbrokerapp.com](http://www.quickbrokerapp.com), you acknowledge that you have read, understood, and agreed to be bound by these terms. If you do not agree with these terms, you are advised not to purchase or download any digital products.

## CONSULTATION SERVICES:

### 4. Terms and conditions of Our Business and Software Consultation Services

- a. **Scope of Consultation Services:** QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L provides consultation services tailored to the needs of each client. The specific scope of work, objectives, and deliverables for each consultation engagement will be detailed in the service agreement tailored to the individual requirements of the client.

- b. **Scheduling and Availability:** Consultation services are scheduled based on the agreed timelines between **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** and the client. Clients are required to request consultation sessions in advance to ensure that all necessary preparations are made. Rescheduling of any sessions must be communicated at least 48 hours before the scheduled session.
- c. **Fees and Payment Terms:** Consultation fees will be charged as a fixed fee arrangement, as agreed upon in the service agreement. All fees are due and payable upon receipt of the invoice. Late payments may result in a delay or suspension of scheduled consultation services.
- d. **Client Responsibilities:** Clients are expected to provide all necessary information, resources, and access to facilities that our consultants may require to effectively deliver the consultation services. The client agrees to cooperate fully with **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** and to provide accurate and complete information required for the execution of the consultation services.
- e. **Confidentiality:** **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** agrees to maintain the confidentiality of all client information received during the consultation process, subject to legal requirements. Confidential information does not include information that is publicly known, legally obtained from other sources, or disclosed according to judicial or governmental order.
- f. **Intellectual Property:** Any intellectual property rights, including innovations, discoveries, and improvements made during the execution of consultation services under the direction of the client, will be the property of the client unless otherwise agreed in writing. **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** retains all rights in the methodologies, technologies, and processes used in delivering consultation services.
- g. **Limitation of Liability:** **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** shall not be liable for any indirect, incidental, special, or consequential damages, or damages for lost profits, revenue, data, or use, incurred by the client or any third party, whether in an action in contract or tort, even if **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** has been advised of the possibility of such damages. The (**QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L**)'s liability for any claim arising out of or in connection with the consultation services shall not exceed the amount paid for the services that gave rise to the claim

## **AFFILIATE MARKETING**

- 5. **Overview of our Affiliate Marketing Program:** **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** offers an affiliate marketing program that enables both individuals and companies to register as affiliate marketers and promote the products of our clients. This program is designed to extend the reach of our client's products while providing a profitable opportunity for our affiliate marketers.

- a. **Affiliate Marketing Accounts:** Affiliate marketers can register as either individual members (Personal Accounts) or as company members (Business Accounts). Companies that register for the affiliate marketing program may host accounts for individual team members under their company account. The system is designed to track sales made by each individual and company and distribute commissions accordingly.
- b. **Commission Distribution:** Commissions are earned by affiliate marketers based on sales of our client's products and services. When an affiliate marketer successfully makes a sale, a commission is awarded according to the specific terms agreed upon at the time of account setup. Detailed mechanisms for tracking sales, reporting, and distributing commissions will be governed by the affiliate marketing program agreement.
- c. **Registration and Approval:** All potential affiliate marketers must apply for registration through our website. Acceptance into the affiliate marketing program is subject to approval by **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L**. Approval is based on a review of the applicant's qualifications and alignment with our client's needs. **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** reserves the right to refuse any application or terminate any affiliate marketer account at its discretion, based on performance or compliance with our program standards.
- d. **Links to Detailed Terms:** For detailed terms and conditions applicable to individual affiliate marketing members (Personal Account), Please [Click Here](#). For detailed terms and conditions applicable to affiliate marketing companies members (Business Account), Please [Click Here](#).
- e. **Compliance and Ethical Conduct:** Affiliates are expected to conduct their marketing activities in a manner that is ethical and compliant with applicable laws and regulations. **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** will provide guidelines on acceptable marketing practices, and affiliate marketers are required to adhere to these guidelines. Failure to comply with these guidelines may result in the termination of the affiliate marketing program agreement and forfeiture of any accrued profits.
- f. **Limitation of Liability:** **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** is not liable for any direct, indirect, incidental, special, or consequential damages arising out of or related to the affiliate marketing program, except as expressly provided in the affiliate marketing program agreement. Each affiliate marketer is responsible for his/her marketing activities and shall indemnify **QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L** against any claims or liabilities arising from such activities.

## **DISPUTE RESOLUTION:**

### **6. Dispute Resolution Process**

#### **a. Step 1: Management Communication**

In the event of any dispute arising from or related to these Terms or the use of the website, the parties shall first seek to resolve the matter amicably through direct communication involving senior management. This initial step is intended to provide a quick and effective resolution through open dialogue and should be initiated within 30 days of the dispute's emergence.

b. **Step 2: Mediation**

If the dispute cannot be resolved through direct communication, the parties agree to submit the matter to mediation. The mediation will be conducted in Kuwait by an impartial third-party mediator agreed upon by both parties. The costs of mediation shall be borne equally by both parties. The mediation process is expected to be completed within 60 days from the date of the agreement to mediate.

c. **Step 3: Legal Proceedings**

Should the dispute remain unresolved after mediation; the parties shall have the right to pursue formal legal proceedings. All such proceedings shall be filed and conducted exclusively in the courts of Kuwait. These Terms and any actions related thereto shall be governed by and construed in accordance with the laws of the State of Kuwait, excluding its conflict of law principles.

- d. This progressive dispute resolution process is designed to promote a swift and amicable resolution but ensures that more formal remedies are available if necessary.

We appreciate your choice to use [www.quickbrokerapp.com](http://www.quickbrokerapp.com), and we are committed to providing you with the best experience possible. If you have any questions or concerns about these Terms, please contact us at [Legal-Dept@quickbrokerapp.com](mailto:Legal-Dept@quickbrokerapp.com)