

Terms & Conditions

Last updated: April 21, 2023

1. **Scope of Services:** The freelancer shall provide professional services in accordance with the agreed scope of services as set forth in the agreement. The freelancer reserves the right to outsource any work required to fulfill the engagement, provided that the work is performed under the supervision of the freelancer and in compliance with the terms of this agreement. Any additional services shall require a change order to be signed by both parties.
2. **Fees and Payment:** The freelancer shall receive compensation for their services as agreed upon in writing with the client. The fees do not include any license fees, specialized hardware, or software that is required for the engagement, unless otherwise specified in the agreement. Payment shall be made in accordance with the terms set forth in the agreement. In the event that payment is not made within the agreed upon timeframe, the freelancer reserves the right to suspend services until payment is received.
3. **Confidentiality:** The freelancer shall maintain the confidentiality of all information disclosed by the client, including any data, reports, and analysis related to the services rendered. The freelancer shall not disclose any such information to any third party without the client's written consent. However, the freelancer may use the client's name and logo in future proposals without disclosing confidential information.
4. **Intellectual Property:** The client shall retain ownership of any intellectual property rights associated with the project, including any work product or deliverables provided by the freelancer. The freelancer hereby assigns to the client any and all rights to any intellectual property created by the freelancer during the course of the project.
5. **Warranties and Representations:** The freelancer warrants and represents that they have the necessary skills and expertise to perform the services required under this agreement. The freelancer further warrants that all work performed shall be of professional quality and in compliance with all applicable laws, regulations, and industry standards.
6. **Indemnification:** The freelancer shall indemnify, defend, and hold harmless the client, its officers, directors, employees, and agents, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the freelancer's performance of the services under this agreement, provided that any damages caused by the freelancer will be limited to the cost of the engagement and by no means larger than the amount covered by the freelancer's insurance policy.
7. **Term and Termination:** This agreement shall remain in effect until the services are completed or until terminated by either party upon thirty (30) days' written notice to the other party. Either party may terminate this agreement immediately upon written notice in the event of a material breach of this agreement by the other party.
8. **Governing Law and Jurisdiction:** This agreement shall be governed by and construed in accordance with the laws of Belgium, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or in connection with this agreement shall be submitted to the exclusive jurisdiction of the courts of Bruges.