## **Terms of Service**

Effective Date: 13-10-2025

Welcome to Arctiq ("we", "our", "us"). These Terms of Service ("Terms") govern your use of our website and our web development services ("Services"). By accessing or using our Services, you agree to be bound by these Terms.

If you do not agree with these Terms, please do not use our Services.

**Company Information:** 

Arctiq.be

Located in Belgium

Email: tomkerstens@arctiq.be

#### 2. Services

Arctiq provides web design, web development, and related digital solutions for businesses and individuals. All services are provided based on a mutual agreement or signed proposal outlining the project scope, deliverables, pricing, and timelines.

We reserve the right to modify or discontinue any part of our Services without prior notice.

## 3. Client Responsibilities

Clients agree to:

- Provide accurate and complete information required for the project.
- Supply any necessary content, materials, or approvals in a timely manner.
- Ensure that all materials provided do not infringe on any third-party rights or laws.

Arctiq is not responsible for delays caused by the client's failure to provide requested materials or feedback.

## 4. Payments and Fees

Unless otherwise agreed in writing, payments must be made according to the terms specified in the project proposal or invoice.

- A deposit may be required before work begins.
- Remaining balances are due upon completion or as agreed.
- Late payments may result in suspension of services or additional fees.

All prices are exclusive of applicable taxes unless otherwise stated.

## **5. Intellectual Property**

Unless otherwise agreed in writing:

- Clients retain ownership of their original content and materials.
- Arctiq retains ownership of any custom code, designs, or frameworks developed unless full rights are transferred after payment.
- Upon full payment, clients receive a license to use the final website and related deliverables for their intended purpose.

Arctiq reserves the right to display completed projects in its portfolio or marketing materials unless otherwise requested in writing.

#### 6. Confidentiality

Both parties agree to keep confidential any non-public information shared during the course of the project.

#### 7. Warranties and Disclaimers

Arctiq provides its Services "as is" and "as available." We strive for high-quality results but do not guarantee that websites will be error-free, uninterrupted, or immune to security risks

Arctiq is not responsible for issues arising from third-party software, plugins, or hosting providers.

## 8. Limitation of Liability

To the fullest extent permitted by law, Arctiq shall not be liable for any indirect, incidental, or consequential damages (including lost profits, business interruptions, or data loss) arising from the use or inability to use our Services.

Our total liability shall not exceed the total amount paid by the client for the specific project giving rise to the claim.

#### 9. Termination

Either party may terminate a project or agreement if the other party breaches these Terms and fails to remedy the breach within 14 days of written notice.

Upon termination, the client must pay for all completed work up to the termination date.

# 10. Governing Law and Jurisdiction

These Terms are governed by the laws of Belgium. Any disputes shall be subject to the exclusive jurisdiction of the courts located in Belgium.

## 11. Changes to These Terms

Arctiq may update these Terms from time to time. The latest version will always be posted on our website, with the "Effective Date" updated accordingly. Continued use of our Services after changes means you accept the updated Terms.

#### 12. Contact Us

For any questions about these Terms or our Services, please contact us at:

Email: tomkerstens@arctiq.be

Company: Arctiq Location: Belgium