Terms and Conditions

These Terms and Conditions ("Terms") govern all services provided by **PNPS Limited (HE 383722)**, a company registered in Cyprus ("Provider", "we", "us"), to any client ("Client", "you"). By purchasing, subscribing to, or using our services, you agree to be bound by these Terms.

1. Scope of Services

The Provider will deliver consulting, advisory, training, implementation, and support services related to artificial intelligence, automation, and digital transformation. The scope of work will be defined in each individual agreement, proposal, or statement of work.

2. Engagement Model

Services may be provided on an ongoing or project-specific basis. The nature, duration, deliverables, and payment terms will be agreed in writing before commencement.

3. Fees and Payment

3.1 The applicable fees, payment schedule, and any initial or recurring payments will be specified in the relevant agreement or proposal.

3.2 All fees are exclusive of applicable taxes, which will be added as required by law.

3.3 Payments are due in accordance with the agreed schedule, unless otherwise stated in writing.

3.4 Late payments may incur interest or penalties as permitted by law.

4. Term and Termination

4.1 Each engagement shall commence on the start date set out in writing and shall continue until completion of the agreed services or until terminated in accordance with this clause.

4.2 Either party may terminate the engagement by providing written notice in accordance with the notice period specified in the agreement.

4.3 Termination does not affect accrued rights, outstanding payments, or obligations that by their nature should survive termination.

4.4 The Provider may suspend or terminate services immediately in case of non-payment, breach of these Terms, misuse of services, or unlawful activity.

5. Refunds & Guarantees

5.1 All payments are non-refundable.

5.2 Deliverables may differ from initial discussions if affected by factors outside the Provider's control, including but not limited to:

- Incomplete or missing client infrastructure,

- Missing or poor-quality data,

- Failure by the Client to provide required access or information,

- Technical limitations of third-party platforms.

5.3 The Client accepts the risk that certain planned deliverables may not be technically feasible.

6. Intellectual Property

6.1 All intellectual property rights in the strategies, automations, AI models, training materials, documentation, or any other deliverables created remain the property of the Provider, unless otherwise stated in writing.

6.2 The Client is granted a non-transferable, non-exclusive license to use the deliverables for its internal business purposes only.

6.3 The Client may not resell, redistribute, sublicense, or otherwise commercially exploit the deliverables without prior written permission from the Provider.

7. Confidentiality & Data Use

7.1 The Provider will treat all information shared by the Client as confidential and will not disclose it to unauthorized third parties.

7.2 The Client acknowledges and accepts that delivery of services may require the use of third-party platforms, APIs, and AI tools (e.g., cloud services, automation platforms, language models), and consents to such use.

7.3 Both parties shall comply with all applicable data protection and privacy laws. The Client is responsible for ensuring that the use of data provided for services is lawful and authorized.

7.4 The Provider shall take reasonable steps to protect client data but makes no guarantees regarding absolute security.

7.5 The Provider shall not be liable for any data breach, misuse, or loss occurring within third-party systems.

8. Liability & Risks

8.1 The Client acknowledges that AI and automation technologies involve inherent risks, including but not limited to: errors, downtime, unexpected behaviour, bias, and data loss.

8.2 The Provider is not liable for:

- Breakages, malfunctions, or downtime of automations.

- Data loss, corruption, or inaccuracy.

- Business losses or consequential damages arising from use of the services.

8.3 Services are provided on a best-effort basis with no guarantee of specific outcomes.

8.4 To the maximum extent permitted by law, the Provider's total liability shall be limited to the total fees paid by the Client in the three (3) months preceding the claim.

9. Client Responsibilities

9.1 The Client shall:

- Provide accurate and timely information.

- Ensure necessary infrastructure and data are in place.

- Provide required access credentials and permissions.

- Cooperate fully with the Provider in the delivery of services.

9.2 The Provider shall not be responsible for delays, failures, or deviations resulting from the Client's failure to meet these responsibilities.

10. Force Majeure

The Provider shall not be liable for delays or failures caused by events outside its reasonable control, including but not limited to platform outages, cyberattacks, natural disasters, strikes, or government actions.

11. Amendments

The Provider may update these Terms from time to time. The updated Terms will be effective upon publication on the Provider's website or notification to the Client. Continued use of services constitutes acceptance of the updated Terms.

12. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Cyprus. Any disputes shall be subject to the exclusive jurisdiction of the courts of Cyprus.

13. Custom Terms & Priority

13.1 The Provider may agree to custom terms with specific clients, documented in writing (e.g., proposal, service order form, or addendum).

13.2 Such custom terms apply only to that client and shall take priority over these Terms to the extent of any conflict.

13.3 Unless expressly modified, all other provisions of these Terms remain in effect.