

Terms and Conditions

S Consulting LTD aims to deal with its clients in a professional, timely and favorable manner. By engaging S Consulting LTD with their business, the clients will be accepting the following terms and conditions:

The Contract

- An independent contractor relationship will be created between the clients and S Consulting LTD upon reaching of an agreement regarding the amount and type of provided services. Neither partnership, nor joint venture is intended or implied by either party.
- A date of commencement of the services will be agreed upon by both parties and charges will be applicable according to that date.
- S Consulting LTD reserves the right to subcontract a third party service provider for some of the service and to use external vendors.
- A person who is not a party to the Contract shall not have any rights under or in connection with it.

Payment

- Services performed by S Consulting LTD require payment of fees as agreed between the parties in a contract. S Consulting LTD reserves the right to institute new charges at any time, upon prior notice to its clients.
- If the clients do not pay an issued invoice in its due period, S Consulting LTD has the right to terminate the services immediately.

Liability

- S Consulting LTD will not be liable for any indirect or consequential losses due to delay in obligated service deliverables, where the delay is because of natural or ungovernable causes.
- The clients will defend, cover and hold S Consulting LTD harmless from and against any and all claims, losses, liabilities and expenses related to the services provided by S Consulting LTD to the clients under this agreement, including without limitation claims made by third parties related to any false advertising claims, liability claims for products or services sold by the client, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided, or for any content submitted by you for publication by S Consulting LTD.
- Due to the nature of digital media, any content/information given by the clients to S Consulting LTD for publication will be accessible by the public as soon as the publication is carried out. S Consulting LTD will not be responsible for screening the material and any damages or losses of profit, goodwill or any business asset due to the nature of content being publicized.

Waiver

- Except as provided in Terms and Conditions of the agreement signed between the parties, the failure to exercise a right or to require performance of an obligation shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.
- Any waiver of terms and conditions of the agreement signed between the parties will be valid officially only if it is communicated to clients in writing.

Confidentiality

- A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of the Contract.
- During the term of the Services and for a period ending 2 years from the date of its conclusion, S Consulting LTD shall take the same care as S Consulting LTD uses with its own confidential information, to avoid, without the Client's consent, the disclosure to any third party (except a subcontractor working on the Services who is subject to similar undertakings of confidentiality) of any of the Client's business or operational information which the Client has designated as confidential.
- The obligation in section "Confidentiality" shall not apply to any information which is or becomes publicly available otherwise than through a breach the agreement signed between the parties, is already or rightly comes into the Company's possession without an accompanying obligation of confidence, is independently developed by the Company, or which the Company is required to disclose by law.
- During the term of the Services and for a period ending 2 years from termination thereof, the Client will not disclose to any persons within its organisation that do not have a need to know, or to any third party, any information and non Client materials provided by S Consulting LTD any concerning the method or approach S Consulting LTD uses in providing the Services.