



MappOptimist Technologies

These terms and conditions ("Terms") set forth the agreement between you (referred to as "Client," "you," or "your") and MappOptimist Technologies (referred to as "Company," "we," "us," or "our") regarding the provision of IT solutions and related services. By engaging with our services, you acknowledge and agree to be bound by these Terms. Please read them carefully. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of in. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

1. **Scope of Services:**

- a. We offer a range of IT solutions, including software development, system integration, network infrastructure, IT consulting, maintenance, and support services.
- b. The specific services to be provided will be outlined in a separate document, such as a statement of work or project proposal, which will form an integral part of these Terms.

2. **Cookies:**

- a. We employ the use of cookies. By accessing MappOptimist Technologies, you agreed to use cookies in agreement with the MappOptimist Technologies' Privacy Policy.
- b. Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

3. **Engagement Process:**

- a. To engage our services, you must provide a detailed description of your requirements and any relevant documentation.
- b. We will review your requirements and provide you with a proposal, including an estimated timeline and cost.
- c. Upon acceptance of the proposal, we will enter into a separate agreement that will detail the project scope, milestones, deliverables, and any other relevant terms.

4. **Fees and Payment:**

- a. The fees for our services will be as outlined in the proposal or agreement.
- b. Payment terms, including any deposit requirements, milestones, and invoicing details, will be mutually agreed upon in the separate agreement.
- c. All fees and charges are exclusive of applicable taxes, and you will be responsible for any taxes imposed on the services provided.

5. **Intellectual Property Rights:**
 - a. Any pre-existing intellectual property ("IP") owned by either party will remain the sole property of that party.
 - b. All IP created or developed during the course of providing services, including software, code, designs, documentation, and any other deliverables, will be owned by the Company, unless otherwise agreed in writing.
 - c. Upon full payment of all outstanding fees, we grant you a non-exclusive, non-transferable license to use the deliverables solely for your internal business purposes.

6. **Warranty and Liability:**
 - a. We warrant that our services will be performed with reasonable skill and care, in accordance with industry standards.
 - b. We do not guarantee that our services will be error-free or uninterrupted, and we shall not be liable for any direct or indirect damages arising from your use of the services.
 - c. Our liability for any claims, damages, or losses shall be limited to the total amount paid by you for the specific services giving rise to the claim.

7. **Termination:**
 - a. Either party may terminate the engagement for convenience by providing written notice to the other party.
 - b. Either party may terminate the engagement for cause if the other party materially breaches these Terms and fails to remedy the breach within a reasonable time.
 - c. Upon termination, you shall pay for any services rendered and expenses incurred up to the termination date.

8. **Confidentiality:**
 - a. Both parties agree to treat any confidential information received during the engagement as strictly confidential.
 - b. Confidential information includes, but is not limited to, trade secrets, proprietary information, client data, and any information marked as confidential.
 - c. The obligation of confidentiality shall survive the termination of services and shall remain in effect indefinitely.

License

Unless otherwise stated, MappOptimist Technologies and/or its licensors own the intellectual property rights for all material on MappOptimist Technologies. All intellectual property rights are reserved. You may access this from MappOptimist Technologies for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Republish material from MappOptimist Technologies
- Sell, rent or sub-license material from MappOptimist Technologies
- Reproduce, duplicate or copy material from MappOptimist Technologies
- Redistribute content from MappOptimist Technologies

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. MappOptimist Technologies does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of MappOptimist Technologies, its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, MappOptimist Technologies shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

MappOptimist Technologies reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
- The Comments do not contain any defamatory, libellous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant MappOptimist Technologies a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;

- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavourably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of MappOptimist Technologies; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to MappOptimist Technologies. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of MappOptimist Technologies' logo or other artwork will be allowed for linking absent a trademark license agreement.

iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

Content Liability

We shall not be hold responsible for any content that appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to do so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.