



TERMS AND CONDITIONS

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1. Section 1: General Provisions

1.1.Applicability

- 1.1.1. These Terms apply to all offers, agreements, and deliveries of goods or services by EUSOLVE, unless explicitly agreed otherwise in writing.
- 1.1.2. Any Client purchase or other terms are expressly excluded unless accepted in writing by EUSOLVE.
- 1.1.3. If EUSOLVE provides third-party products or services, the third party's terms apply to those products or services, provided EUSOLVE informs you and provides reasonable opportunity to review them. If third-party terms are inapplicable, these Terms apply in full.
- 1.1.4. If any provision of these Terms is void or annulled, the remaining provisions remain effective. EUSOLVE and you will agree on a replacement provision with similar intent.
- 1.1.5. In case of conflict between these Terms and a written agreement, the agreement prevails. Within these Terms, earlier sections take precedence unless otherwise agreed in writing.

1.2.Offers

- 1.2.1. All EUSOLVE offers are non-binding unless stated otherwise in writing. You guarantee the accuracy and completeness of information provided to EUSOLVE for the offer, except for obvious errors.

1.3.Price and Payment

- 1.3.1. Prices exclude VAT and other applicable taxes, quoted in Euros, and payable in Euros unless otherwise specified or agreed.
- 1.3.2. Cost estimates or budgets are non-binding unless agreed as a fixed price in writing.
- 1.3.3. If multiple parties form the Client, each is jointly and severally liable for payment.
- 1.3.4. EUSOLVE's records provide conclusive evidence of services performed and amounts due, subject to your right to provide contrary evidence.
- 1.3.5. EUSOLVE may adjust prices for ongoing agreements with at least three months' notice. You may terminate the agreement within 30 days of such notice, effective when the new prices take effect.
- 1.3.6. Invoices must be paid as per the agreed terms or invoice instructions. You may not suspend or offset payments.
- 1.3.7. Late payments incur statutory interest for commercial agreements without notice. If unpaid after a reminder, you are liable for all judicial and extrajudicial collection costs, including external expert fees.

1.4.Duration of the Agreement

- 1.4.1. Unless otherwise agreed, continuing performance contracts have a one-year term, automatically renewing for one-year periods unless terminated in writing with three months' notice before the term ends.

1.5. Confidentiality

- 1.5.1. Both parties will maintain confidentiality of information known or reasonably understood to be confidential, using it only for the agreement's purpose. This does not apply if disclosure is required by law, court order, or for proper agreement performance.
- 1.5.2. Software provided by EUSOLVE is confidential and contains trade secrets. You may not disclose or misuse it.

1.6. Privacy and Data Processing

- 1.6.1. You must inform EUSOLVE in writing, upon request, about your compliance with personal data protection laws, including GDPR.
- 1.6.2. You indemnify EUSOLVE against claims related to personal data processing for which you are responsible, unless you prove EUSOLVE's fault.
- 1.6.3. You guarantee that data processed using EUSOLVE's services is lawful and does not infringe third-party rights. You indemnify EUSOLVE against related third-party claims.
- 1.6.4. Costs for data-related activities required by law or authorities may be charged to you.
- 1.6.5. If EUSOLVE acts as a data processor, Section 2 applies.

1.7. Security

- 1.7.1. Security measures meet agreed specifications or, if unspecified, a reasonable standard based on industry practices, costs, and risks. EUSOLVE does not guarantee absolute security.
- 1.7.2. You must treat access or identification codes as confidential and manage their authorization. EUSOLVE may change codes as needed.
- 1.7.3. You guarantee licenses for non-EUSOLVE software or infrastructure used in security testing. You indemnify EUSOLVE against related claims.
- 1.7.4. EUSOLVE may adjust security measures as needed and issue binding security instructions. Non-compliance relieves EUSOLVE of liability, and you indemnify EUSOLVE for resulting damages.

1.8. Retention of Title and Rights

- 1.8.1. Goods remain EUSOLVE's property until fully paid. Resellers may sell goods under retention of title as part of normal business.
- 1.8.2. For exports, the destination country's laws govern retention of title if more favorable to EUSOLVE.
- 1.8.3. Rights granted to you are conditional on full payment.
- 1.8.4. EUSOLVE may retain data or materials until all amounts due are paid.

1.9. Transfer of Risk

- 1.9.1. Risk of loss, theft, or damage to goods, data, or software transfers to you upon delivery or when placed under your control.

1.10. Intellectual Property

- 1.10.1. All intellectual property rights in software, websites, or materials provided by EUSOLVE remain with EUSOLVE or its licensors. You receive a non-exclusive, non-transferable, non-sublicensable right to use.
- 1.10.2. Intellectual property transfers only if explicitly agreed in writing. EUSOLVE retains rights to use underlying components or principles for other purposes.
- 1.10.3. You may not remove or alter intellectual property or confidentiality notices.

- 1.10.4. EUSOLVE indemnifies you against third-party claims that EUSOLVEs materials infringe their intellectual property, provided you notify EUSOLVE promptly and allow EUSOLVE to handle the claim. This does not apply to Client-provided or modified materials.
- 1.10.5. You guarantee that materials you provide do not infringe third-party rights and indemnify EUSOLVE against related claims.
- 1.10.6. EUSOLVE may use your logo or name in external communications.

1.11. Performance of Services

- 1.11.1. EUSOLVE performs services with care, based on a best-efforts obligation, unless a specific result is explicitly agreed in writing.
- 1.11.2. EUSOLVE is not liable for misuse of access codes unless due to its intentional misconduct.
- 1.11.3. EUSOLVE may replace assigned personnel with equally qualified individuals.
- 1.11.4. EUSOLVE may charge for following your instructions that expand the agreed scope, at its standard rates.

1.12. Client Obligations

- 1.12.1. You must provide accurate, complete information and cooperate fully to ensure successful service delivery.
- 1.12.2. You bear the risk of selecting EUSOLVEs services and ensuring they meet your needs.
- 1.12.3. You must provide a qualified contact person and adequate facilities for EUSOLVEs staff.
- 1.12.4. You are responsible for managing and using EUSOLVEs services and instructing users appropriately.

1.13. Project and Steering Committee

- 1.13.1. Decisions in joint project groups are binding only if agreed in writing or accepted by EUSOLVE.
- 1.13.2. You ensure your representatives in project groups are authorized to make binding decisions.

1.14. Terms and Deadlines

- 1.14.1. Deadlines are indicative unless explicitly agreed as binding.
- 1.14.2. EUSOLVE is in default only after a written notice of default with a reasonable remedy period.
- 1.14.3. For phased projects, EUSOLVE may delay subsequent phases until you approve prior phases in writing.
- 1.14.4. Changes in scope or your failure to meet obligations may delay deadlines without allowing termination.

1.15. Termination

- 1.15.1. You may not solicit or hire EUSOLVEs temporary staff during the agreement or for 24 months after, without EUSOLVEs written consent.
- 1.15.2. Either party may terminate for breach after a written notice of default with a reasonable remedy period, if essential obligations remain unmet.
- 1.15.3. Payments for services already performed remain due upon termination.
- 1.15.4. Indefinite-term agreements may be terminated with written notice and a reasonable period.
- 1.15.5. Fixed-term agreements cannot be terminated early unless completed.
- 1.15.6. Either party may terminate immediately without notice if the other faces bankruptcy, liquidation, or a change in control. Your usage rights end upon bankruptcy.

1.16. Liability

- 1.16.1. EUSOLVE is not liable for indirect, consequential, or incidental damages, including loss of profits or data.
- 1.16.2. Liability for direct damages is limited to the agreement's price (excluding VAT) or, for ongoing contracts, one year's fees, up to €500,000. Liability for death, injury, or material damage is capped at €1,250,000.
- 1.16.3. Liability exclusions do not apply if damages result from EUSOLVEs intentional misconduct.
- 1.16.4. You must report damages promptly, with claims expiring after 24 months unless legal action is initiated.

1.17. Force Majeure

- 1.17.1. Neither party is liable for failure to perform due to force majeure (e.g., cyberattacks, power failures, or government measures).
- 1.17.2. If force majeure exceeds 60 days, either party may terminate in writing, with payment due for services already rendered.

1.18. Service Level Agreement

- 1.18.1. Service level agreements (SLAs) are specified in writing. You must report circumstances affecting service levels promptly.
- 1.18.2. Availability measurements exclude planned maintenance or force majeure, with EUSOLVEs records being conclusive unless proven otherwise.

1.19. Backups

- 1.19.1. If agreed, EUSOLVE makes weekly backups of your data, retained for the agreed or standard term.
- 1.19.2. You remain responsible for statutory data retention obligations.

1.20. Additional Work

- 1.20.1. Additional work outside the agreed scope is charged at EUSOLVEs standard rates and may delay deadlines.

1.21. Transfer of Rights

- 1.21.1. You may not transfer rights or obligations under the agreement without EUSOLVEs written consent.
- 1.21.2. EUSOLVE may transfer payment claims to third parties.

1.22. Governing Law and Disputes

- 1.22.1. These Terms are governed by the laws of Spain. The Vienna Convention (CISG) is excluded.
- 1.22.2. Disputes will be resolved through negotiation or mediation. If unresolved, they will be submitted to the courts of Spain or, for consumers, the EU Online Dispute Resolution platform (<http://ec.europa.eu/odr>).

2. Section 2: Data Processing

2.1.General

- 2.1.1. EUSOLVE processes personal data as a processor under your instructions, per GDPR and the agreement.
- 2.1.2. You, as the controller, determine the purpose and means of data processing.
- 2.1.3. You guarantee GDPR compliance and indemnify EUSOLVE against related claims.
- 2.1.4. EUSOLVE cannot be held liable for administrative fines imposed on you.

2.2.Security

- 2.2.1. EUSOLVE implements agreed or reasonable security measures, considering industry standards and risks.
- 2.2.2. Unless agreed, services are not designed for special categories of personal data.
- 2.2.3. You may request additional security measures, subject to EUSOLVEs approval and cost reimbursement.

2.3.Data Breaches

- 2.3.1. EUSOLVE will notify you of data breaches promptly, as agreed or via standard channels.
- 2.3.2. You, as the controller, are responsible for reporting breaches to authorities or data subjects.
- 2.3.3. EUSOLVE may charge for assistance with breach-related obligations.

2.4.Confidentiality

- 2.4.1. EUSOLVE ensures confidentiality for all staff processing personal data.
- 2.4.2. Data may be disclosed if required by law or for agreement performance.

2.5.Termination Obligations

- 2.5.1. Upon agreement termination, EUSOLVE will delete or return personal data as agreed, unless legally required to retain it. Costs may apply.

2.6.Data Subject Rights and Audits

- 2.6.1. EUSOLVE assists with reasonable requests for data subject rights or DPIAs, at your cost.
- 2.6.2. You may conduct an annual audit by an independent expert, subject to EUSOLVEs approval, to verify GDPR compliance. Costs are your responsibility.

2.7.Subprocessors

- 2.7.1. EUSOLVE may use subprocessors as specified in the agreement. You may object to changes in subprocessors once service activation has started.

3. Contact Us

Should you have any questions please contact us at:

Email: info@eusolve.com

Address: Calle Adolfo Perez Esquivel 3, Office 21, 28232 Las Rozas, Madrid

Phone: +34 91 684 1234

By engaging EUSOLVEs services, you agree to these Terms.