



# **CONSULTING SERVICES**

Downloads by van Wieren

# **TERMS AND CONDITIONS**

## **1.1. AGREEMENT TO BOUND**

By purchasing the *Consulting Services* package, you (“Client”) agree to be bound by the following Terms and Conditions (the “Agreement.”) Client or its agent represents that he or she is at least eighteen (18) years old, has read and understand these Terms and Conditions, and that he, she or it agrees to be bound by these Terms and Conditions as set forth below.

## **1.2. CONFIDENTIALITY STATEMENT**

This document contains information proprietary to Downloads by van Wieren. Transmittal, receipt or possession of this document does not express, license or imply rights to use, sell, design, develop or have developed products or services from this information. No reproduction, publication or disclosure of this information in whole or in part, electronic or otherwise, shall be made without prior written authorization from Downloads by van Wieren.

## **1.3. DESCRIPTION OF SERVICES TO BE RENDERED**

This Agreement is being entered between you (“Client”) and Downloads by van Wieren. for the purpose of consulting services related to the WPO365 plugins, extensions and bundles to connect WordPress with Azure AD / Microsoft 365. The Services shall include one-hour guided screen share sessions during which time the Client shall be provided hands’ on real-time training related to the Client’s unique business requirements.

## **2.1. SERVICE FEES**

As consideration for services to be rendered under this Agreement, Downloads by van Wieren. shall be entitled to an hourly compensation in the amount of \$300.00 USD per hour, (the "Service Fee.") The Parties agree that this Service Fee may change from time-to-time, upon written Agreement of the Parties, depending on the type of service performed.

**Compensation under this Section shall be invoiced in full hours only.**

## **2.2. PAYMENT**

Pre-payment of the Service Fee must be made in advance via PayPal or credit card.

## **2.3. REFUNDS**

Client shall have three (3) months from the date of purchase to use the guided share screen sessions. No refunds shall be given in whole or in part for any reason, including but not limited to the failure of Client to complete the purchased Consulting Services before the end of the aforementioned three (3) months.

## **2.4. TAXES**

Client shall be responsible for all taxes, levies and assessments, except for taxes based on the net income of Downloads by van Wieren and shall promptly pay such amounts or in the event that Downloads by van Wieren has paid any such amounts, Client shall reimburse Downloads by van Wieren for all such amounts upon demand.

## **2.5. CANCELLATION OR NO-SHOW**

In the event Client cancels a previously scheduled share screen session with fewer than twenty four (24) hours' notice or otherwise fails to participate in such previously scheduled consultation, Client agrees and understands that the session shall be forfeited, in full, and shall not be refundable to Client.

### **3.1. TERM**

This Agreement shall commence as of the date the Consulting Services package is purchased by Client as acknowledged by Client's payment of the Service Fee and until completion of all share screen sessions, or after three (3) months from the date of purchase, whichever occurs first (the "Term.")

### **3.2. TERMINATION**

#### ***Termination for Material Breach; Cure Period.***

Either Party may terminate the Agreement in the event of a material breach hereof provided that the non-breaching Party gives written notice of the breach to the breaching Party and allows for a cure period of no fewer than seven (7) calendar days during which time the breaching Party may cure its breach.

#### ***Termination by Client for Non-Material Breach.***

Client may terminate this Agreement at any time, in its sole and exclusive discretion, upon providing to Downloads by van Wieren no fewer than thirty (30) calendar days' advance written notice of its intention to do so with the final day of the notice period being the "Termination Date." In the event of termination pursuant to this section, no refunds shall be made.

#### ***Termination by Downloads by van Wieren for Non-Material Breach.***

Downloads by van Wieren may terminate this Agreement at any time, in its sole and exclusive discretion, upon providing to Client no fewer than thirty (30) calendar days' notice of Download by van Wieren's intention to do so prior to the Termination Date. Upon receipt of such notice Client may waive notice in which event this Agreement shall terminate immediately. In the event of termination pursuant to this section, Downloads by van Wieren shall return to Client any Service Fees paid.

### **3.3. RETURN UPON TERMINATION**

Download by van Wieren agrees that upon termination it will return to Client all of Client's property, including, but not limited to, intellectual property, trade secret information, materials subject to copyright, trademark, or patent protection, credit cards, automobiles, keys, passes, and security devices.

Due to the out-of-the-box nature of a project there is no warranty offered.

## **5.1. DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY**

(a) Neither Download by van Wieren nor any of its affiliates, employees, agents, third-party content providers or licensors warrant that the services performed shall be uninterrupted or error-free; nor does it make any warranty as to the results that may be obtained from use of the services or as to the accuracy, reliability or content of any information provided.

(b) Any downloadable software, products or other materials, without limitation, is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose against infringement, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement. Download by van Wieren makes no warranties of any kind, either express or implied, including but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose against infringement, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.

(c) In no event shall Download by van Wieren, its employees, subsidiaries, parents, agents, partners, third-party content providers, vendors, directors, officers, and members, be liable to Client or anyone else for any loss or damages whatsoever, including but not limited to any direct, indirect, special, consequential, incidental, punitive, or other damages, including but not limited to exemplary, reliance, or consequential damages, loss of profits, business interruption, reputational harm, or loss of information or data, arising out of or related to the services unless provided for herein.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply.

## **5.2. INDEMNIFICATION**

Client agrees to defend, indemnify and hold Download by van Wieren harmless, as well as its affiliates, vendors, directors, officers, users and agents, from and against all claims, suits, and expenses, including attorneys' fees, arising out of or related to (a) Client's noncompliance with or breach of this agreement and (b) violations of any third-party rights, including third-party intellectual property rights.

## **6.1. CHOICE OF LAW, JURISDICTION, VENUE**

The Parties agree that this Agreement shall be interpreted and construed in accordance with the laws of Switzerland and that should any claims be brought against Client related thereto, subject to the arbitration provisions herein, be brought within a court of competent jurisdiction within the Zürich (Switzerland).

## **6.2. MEDIATION AND BINDING ARBITRATION**

The Parties agree to first mediate and may then submit to binding arbitration any claims that they may have against each other, of any nature whatsoever, other than those prohibited by law in Switzerland or where injunctive relief may be most appropriate.

## **7.1. NOTICES**

The Parties agree that any notices that are required to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to addresses provided herein or as otherwise modified by the Parties, in writing, from time-to-time.

## **7.2. ENTIRE AGREEMENT**

This Agreement represents the complete and exclusive statement of the Agreement between Client and Download by van Wieren. No other Agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning this Agreement.

## **7.3. PRIOR AGREEMENTS OR UNDERSTANDINGS**

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

## **7.4. MODIFICATIONS**

Download by van Wieren and Client agree that this writing, along with those Agreements referred to within it, constitutes the entirety of the Agreement between the Parties. Any modifications to this Agreement may only be done in writing and must be signed by a representative of Client and Download by van Wieren

## **7.5. SEVERABILITY OF AGREEMENT**

To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

## **7.6. FORCE MAJEURE**

Neither Party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, Internet, or telecommunication outage that is not caused by the obligated Party; government restrictions; or other event outside the reasonable control of the obligated Party. Each Party will use reasonable efforts to mitigate the effect of a force majeure event.

## **7.7. WAIVER OF BREACH**

The waiver of a breach of any provision of this Agreement by either Party shall not operate as a waiver of any subsequent breach.

## **7.8. AMBIGUITIES RELATED TO DRAFTING**

Client and Downloads by van Wieren agree that any ambiguity created by this document will not be construed against the drafter of same.

## **7.9. ASSIGNMENT**

Downloads by van Wieren shall have the right to assign and/or transfer this Agreement and its rights and obligations hereunder to any third party, without notice to Client. Client agrees and acknowledges that it shall not assign or transfer its rights or sub-contract or delegate the performance of any of its obligations under this Agreement without our prior written consent in our sole and exclusive discretion.



## **8.1. CONTACT**

Downloads by van Wieren may be contacted with any questions related to this Agreement at [info@wpo365](mailto:info@wpo365)