Master Service Terms

General terms for Qarz software design and development packages.

IMPORTANT: Complete all bracketed company details and governing-law terms before commercial use.

1. Parties and acceptance

These Master Service Terms are entered into between [QARZ LEGAL COMPANY NAME], registered at [REGISTERED ADDRESS], registration or tax number [REGISTRATION / TAX NUMBER] (the Provider), and the person or entity identified in the accepted proposal, checkout record, invoice, or project statement (the Client).

The Client accepts these Terms by signing them, approving a proposal that incorporates them, or selecting a package online and actively confirming acceptance. The package annex, final proposal, and approved change orders form part of the agreement.

2. Order of precedence

If documents conflict, the following order applies: signed change order, project-specific proposal or statement of work, package annex, and these Master Service Terms. A later signed document prevails over an earlier version only for the matters it expressly changes.

3. Scope and implementations

Only deliverables expressly listed in the applicable package annex or project statement are included. Page, screen, role, integration, automation, language, revision, and environment limits are counted separately.

An implementation means one configured and tested instance of a stated feature in the agreed environment. Reusing a feature for another brand, country, language, workflow, platform, tenant, environment, or external service counts as an additional implementation unless the proposal says otherwise.

Anything not expressly included is excluded and may require a written change order, additional price, and revised schedule.

4. Client responsibilities

The Client will provide accurate requirements, content, brand assets, legal notices, credentials, feedback, approvals, and a single authorized contact on time. The Client warrants that materials it supplies may lawfully be used.

Delays in Client inputs may move milestones and delivery dates. The Provider is not responsible for defects or delays caused by incomplete instructions, unavailable third-party services, or changes made by the Client or another supplier.

5. Fees, taxes, and payment

Published prices are starting prices and exclude taxes, payment fees, licenses, hosting, domains, stock assets, paid APIs, and other third-party charges unless expressly included.

The package annex states the initial payment. Work begins after scope approval and cleared payment. Remaining amounts are due at the stated milestones. Payments already applied to completed discovery, design, development, reserved capacity, or purchased third-party items are non-refundable to the extent permitted by law.

The Provider may pause work and withhold deployment, credentials, source files, or intellectual-property transfer while an invoice is overdue.

6. Changes and revisions

A revision adjusts an existing approved deliverable; it does not add a new page, screen, role, workflow, integration, concept, or feature. Unused revisions have no cash value and expire at acceptance of the relevant milestone.

The Provider will describe requested out-of-scope work in a change order with its price and schedule effect. No additional work is required until both parties approve that change.

7. Review and acceptance

The Client will review each milestone within five business days. A milestone is accepted when the Client approves it in writing, uses it in production, or does not report a material failure against the agreed acceptance criteria within that period.

Reported defects must be reproducible and must identify the affected requirement. Minor cosmetic issues that do not prevent the agreed use do not justify rejection of an entire milestone.

8. Intellectual property

After full payment, the Client receives ownership of custom deliverables created exclusively for the project, excluding Provider Materials and third-party materials. Provider Materials include pre-existing code, libraries, templates, methods, generic components, know-how, and development tools; the Client receives a perpetual license to use embedded Provider Materials as part of the delivered product.

Third-party software remains subject to its own license. The Provider may display non-confidential work in its portfolio after public launch unless the parties agree otherwise in writing.

9. Third-party services and compliance

The Client is responsible for accounts, subscriptions, acceptable-use compliance, privacy notices, cookie consent, sector-specific rules, and legal content unless the proposal expressly includes those services. Availability, pricing, and policy changes of third parties are outside the Provider's control.

10. Warranty, support, and maintenance

For 30 calendar days after final acceptance, the Provider will correct reproducible defects that cause the delivered work to materially fail its written requirements. The warranty excludes new requirements, content edits, third-party changes, unsupported devices, misuse, security incidents outside the delivered code, and modifications by others.

Ongoing monitoring, backups, updates, content changes, support, and maintenance require a separate plan unless expressly included.

11. Confidentiality and data

Each party will protect the other party's non-public business, technical, and customer information and use it only for the project. If the Provider will process personal data on the Client's behalf, the parties will execute any legally required data-processing agreement before production processing begins.

12. Suspension and termination

Either party may terminate for a material breach not cured within ten business days after written notice. The Client may cancel for convenience, but must pay for completed work, committed capacity, approved milestones, and non-cancellable third-party costs through the termination date.

On termination, the Provider will deliver paid-for completed work in its then-current state. Access to unpaid work may be withheld.

13. Liability

To the maximum extent permitted by law, neither party is liable for indirect, special, punitive, or consequential loss, or loss of profit, revenue, goodwill, or data. The Provider's aggregate liability arising from a project will not exceed the fees paid for that project during the six months before the event giving rise to the claim.

Nothing excludes liability that cannot legally be excluded. The Client remains responsible for business decisions, regulatory approval, production content, and independent backups.

14. General

The final proposal must specify governing law, courts or dispute forum, and any mandatory consumer rights before payment. Neither party may assign the agreement without consent, except in connection with a merger or sale of substantially all relevant assets. Electronic records and signatures may be used. If one provision is unenforceable, the remainder continues.

Notices concerning scope, acceptance, breach, or termination must be sent to the project email addresses. Headings are for convenience only. These Terms and incorporated documents are the entire agreement for the project.

Provider signature / date	Client signature / date
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