

Terms and Conditions of JP Computer Systems

Please read these Terms and Conditions ("Terms") carefully before using the services provided by JP Computer Systems ("Company"). These Terms outline the rights and obligations between the Company and the users ("Users" or "You") accessing or using the services provided by JP Computer Systems, including but not limited to software development, IT consulting, and related services. By accessing or using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

General Terms

1.1 Acceptance of Terms: By accessing or using our services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you may not use our services.

1.2 Scope of Services: JP Computer Systems provides software development, IT consulting, and related services. The specific services to be provided will be agreed upon in a separate written agreement, which may include additional terms and conditions.

1.3 Eligibility: You must be of legal age and have the necessary authority to enter into agreements and use our services. By using our services, you represent and warrant that you meet these eligibility requirements.

Service Engagement

2.1 Service Agreement: The engagement of services provided by JP Computer Systems will be governed by a separate written agreement. The terms of the agreement will outline the specific services, deliverables, timelines, and any other relevant details.

2.2 Service Changes: Changes to the scope of services, deliverables, or timelines must be agreed upon in writing by both parties. Any changes may result in adjustments to the cost or duration of the engagement.

2.3 Third-Party Services: JP Computer Systems may engage third-party vendors or subcontractors to assist in the provision of services. The Company will exercise reasonable care and due diligence in selecting and managing these vendors but will not be liable for any acts or omissions of third parties.

Fees and Payment

3.1 Fees: The fees for the services provided by JP Computer Systems will be outlined in the service agreement or in a separate agreement between the parties. Fees may be based on an hourly rate, fixed project price, or other mutually agreed terms.

3.2 Payment Terms: Unless otherwise agreed upon, invoices for services rendered by JP Computer Systems will be due within 14 days of the invoice date. Failure to make payment within the specified time may result in the suspension or termination of services.

3.3 Taxes: All fees quoted are exclusive of applicable taxes, duties, or levies. You are responsible for paying any such taxes imposed on the services provided by JP Computer Systems.

Confidentiality

4.1 Confidential Information: During the course of providing services, the Company may have access to confidential and proprietary information belonging to you. JP Computer Systems will exercise reasonable care to maintain the confidentiality of such information and will not disclose it to any third party without your prior written consent.

4.2 Data Protection: JP Computer Systems will handle and protect any personal data collected or processed in accordance with applicable data protection laws and our Privacy Policy.

Intellectual Property

5.1 Ownership: Any intellectual property rights, including copyrights and patents, arising from the services provided by JP Computer Systems will remain the property of the Company unless otherwise agreed upon in writing.

5.2 License: Upon full payment of the agreed fees, JP Computer Systems may grant you a non-exclusive, non-transferable license to use any software or deliverables provided as part of the services, subject to any applicable license terms.

Limitation of Liability

6.1 No Warranty: JP Computer Systems provides services on an "as is" and "as available" basis. The Company makes no warranties, whether express or implied, regarding the services, including but not limited to their fitness for a particular purpose or non-infringement.

6.2 Limitation of Liability: To the maximum extent permitted by law, JP Computer Systems shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the services provided, even if the Company has been advised of the possibility of such damages.

Termination

7.1 Termination by Either Party: Either party may terminate the services by providing written notice to the other party. Upon termination, any outstanding fees shall become due and payable, and both parties shall return any confidential information or materials in their possession.

Governing Law and Dispute Resolution

8.1 Governing Law: These Terms shall be governed by and construed in accordance with the laws of the state of New South Wales, Australia.

8.2 Jurisdiction: Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in Sydney, New South Wales, Australia.

Amendments

9.1 Changes to the Terms: JP Computer Systems reserves the right to modify or update these Terms at any time. Any changes will be posted on our website, and your continued use of our services after such changes will constitute your acceptance of the revised Terms.

Contact Information

If you have any questions or concerns about these Terms, please contact us at:

JP Computer Systems Address: 1/149 Elder Street South Clarinda 3169

Email: Justin@jpcomputersystems.com.au

Phone: 0426 981 980

By using our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.