

Terms and Conditions

These Terms and Conditions ("Agreement") set out the terms under which CL Servers Ltd ("We," "Our," "Us") provides IT consultancy services, including but not limited to IT support, software licensing, and related services. By engaging with our services, the client ("You," "Your") agrees to the following terms.

1. Provision of Services

- 1.1. We provide professional IT consultancy services and related support to businesses. The scope of services will be outlined in a separate agreement or statement of work, if applicable.
- 1.2. All services are provided with reasonable skill, care, and diligence in accordance with industry standards.

2. Confidentiality and Non-Disclosure

- 2.1. Both parties agree to treat all information disclosed during the course of the engagement as confidential.
- 2.2. Confidential information includes, but is not limited to, business processes, systems, intellectual property, and personal data.
- 2.3. We will not disclose any confidential information to third parties without your written consent, except where required by law.
- 2.4. The obligation of confidentiality survives the termination of this Agreement.

3. Treatment of Personal Data

- 3.1. We comply with all applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR) where applicable.
- 3.2. Any personal data processed by us will be used solely for the provision of services as agreed.
- 3.3. We implement appropriate technical and organizational measures to protect personal data from unauthorised access, loss, or misuse.
- 3.4. We will not transfer personal data to third parties without prior authorisation, unless required to deliver our services or comply with legal obligations.

4. Fees and Payment Terms

- 4.1. All fees for services will be outlined in our proposals, invoices, or agreements.
- 4.2. Payment terms are net 30 days from the date of invoice.
- 4.3. Any additional costs incurred during service delivery (e.g., third-party software licenses, hardware) will be pre-approved by the client and charged separately.

5. Liability

- 5.1. We shall not be liable for any indirect, incidental, or consequential damages arising from the use of our services.
- 5.2. We are not responsible for any losses arising from events beyond our control, including but not limited to acts of God, cyberattacks, or third-party failures.

6. Intellectual Property

- 6.1. Any intellectual property created by us during the provision of services remains our property unless otherwise agreed in writing.
- 6.2. You are granted a non-exclusive, non-transferable license to use deliverables for your internal business purposes.

7. Termination

- 7.1. Either party may terminate this Agreement with 90 days written notice.

7.2. We reserve the right to suspend or terminate services immediately in the event of non-payment or breach of these terms.

8. Governing Law and Jurisdiction

8.1. This Agreement is governed by the laws of Scotland.

8.2. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts of Scotland.

9. Changes to Terms and Conditions

9.1. We reserve the right to update these Terms and Conditions from time to time. The latest version will always be available on our website or upon request.

10. Miscellaneous

10.1. This Agreement constitutes the entire agreement between us and supersedes all prior agreements and understandings.

10.2. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions will remain in full force and effect.