

Terms of Service (ToS)

Effective Date: [Date]

These Terms of Service ('Agreement') are a legally binding agreement between **Software Development Hub (SDH)** ('Service Provider', 'we', 'our', or 'us') and any individual or entity ('Client', 'you', or 'your') using the services provided by SDH. By accessing or using our services, you agree to comply with these terms.

1. Acceptance of Terms

By accessing or using any SDH services, you agree to be bound by this Agreement. If you do not agree to these terms, you must not access or use the services. These Terms may be updated from time to time, and it is your responsibility to review them regularly.

2. Services Provided

SDH provides a range of services, including but not limited to:

- Web App Development
- Mobile App Development
- AI Software Development
- SaaS Development
- ERP Software Development
- MVP Development for Startups
- API Development
- Cloud Migration
- IoT & IIoT Development

Specific services provided to the Client will be outlined in a separate agreement such as a Statement of Work (SoW) or Master Service Agreement (MSA).

3. Eligibility

You must be at least 18 years of age to use our services. By agreeing to these terms, you warrant that you have the legal capacity and authority to enter into this Agreement on behalf of yourself or the entity you represent.

4. Client Responsibilities

When using SDH's services, you agree to:

- Provide accurate and complete information when requested.
- Ensure that your use of our services complies with all applicable laws and regulations.

- Provide the necessary resources, documents, or access required to allow SDH to deliver services.
- Not engage in any unlawful or fraudulent activities using our services.
- Comply with any additional terms and conditions outlined in specific project agreements (e.g., SoW or MSA).

5. Service Availability

SDH strives to maintain the availability of its services but does not guarantee uninterrupted service. Downtime may occur due to maintenance, upgrades, or unforeseen technical issues. We will provide advance notice of any planned downtime.

6. Payment Terms

All services are billed according to the terms outlined in the respective SoW, MSA, or any other written agreement with the Client.

- ****Invoices****: SDH will issue invoices on a periodic or milestone basis as specified in the SoW or MSA.
- ****Payment Due Date****: Payments are due within [30] days from the date of the invoice.
- ****Late Payments****: Any unpaid balances after the due date may incur a late fee of [1.5%] per month.

Failure to make payments in a timely manner may result in suspension or termination of services.

7. Intellectual Property

- ****Client Ownership****: You retain ownership of any data, content, or materials provided to SDH for the purpose of delivering services.
- ****SDH Ownership****: SDH retains ownership of all intellectual property created by SDH, including but not limited to software, processes, tools, and methodologies, unless specifically transferred to the Client in writing.
- ****License****: You grant SDH a non-exclusive, royalty-free license to use your intellectual property solely for the purpose of delivering the agreed-upon services.

8. Confidentiality

Both parties agree to maintain the confidentiality of all non-public, proprietary information exchanged during the course of their relationship. This includes, but is not limited to, business strategies, intellectual property, financial information, and client data. Confidentiality obligations shall survive for [5] years after the termination of this Agreement.

9. Termination

Either party may terminate this Agreement for any reason, with [30] days' written notice to the other party. SDH reserves the right to terminate or suspend services immediately if you violate any terms of this Agreement or any applicable law.

Upon termination:

- All outstanding fees must be paid.
- Any licensed SDH intellectual property must be returned or deleted.
- Confidentiality obligations will remain in force for the specified term.

10. Limitation of Liability

SDH's liability to you for any direct damages arising from the provision of services is limited to the total amount paid to SDH by the Client within the last [12] months preceding the event that gave rise to the claim.

In no event shall SDH be liable for indirect, incidental, consequential, special, or punitive damages, including loss of profits, even if SDH has been advised of the possibility of such damages.

11. Indemnification

You agree to indemnify and hold harmless SDH, its officers, employees, and agents from any claims, damages, liabilities, costs, and expenses (including legal fees) arising out of:

- Your use of our services
- Your violation of this Agreement
- Your violation of any third-party rights, including intellectual property or privacy rights

12. Warranties

SDH warrants that it will perform the services in a professional and workmanlike manner. However, except as expressly provided, SDH disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

13. Force Majeure

SDH shall not be held liable for any delays or failure to perform its obligations under this Agreement if such failure results from circumstances beyond SDH's reasonable control, including but not limited to natural disasters, acts of war, terrorism, labor disputes, pandemics, or government restrictions.

14. Governing Law and Dispute Resolution

This Agreement is governed by the laws of [Country], without regard to its conflict of law principles. Any disputes arising from or relating to this Agreement will be resolved through binding arbitration in [City, Country], or in the courts of [City, Country], if arbitration is not available.

15. Changes to Terms of Service

SDH reserves the right to modify these Terms of Service at any time. Any changes will be posted on our website and will take effect [30] days after being posted. Continued use of the services after the changes have taken effect indicates your acceptance of the new terms.

16. Contact Information

For any questions or concerns regarding these Terms of Service, please contact us at:

****Software Development Hub (SDH)****

Email: [info@sdh-it.com]

Phone: [+49 (0) 402 360 8920]

Address: Anckelmannsplatz 1, Hamburg, Germany

By using SDH services, you acknowledge that you have read, understood, and agreed to these Terms of Service.