

Terms of Service

1. Introduction

Welcome to SinceCode! These Terms of Service ("Terms") govern your use of our website and services. By accessing or using our services, you agree to these Terms. If you do not agree, please refrain from using our services.

2. Services Provided

SinceCode specializes in **website development, IT solutions, app development, and related services**. We offer custom website and app creation, maintenance, and consultancy tailored to your needs.

3. User Responsibilities

You agree to use our services lawfully and responsibly. You shall not:

- Engage in illegal activities or misuse our platform.
- Attempt to breach security or access unauthorized data.
- Use our services for fraudulent purposes.

4. Payments & Billing

All pricing is stated in GBP (£). Payments must be made as agreed in service contracts. SinceCode reserves the right to modify pricing with reasonable notice.

5. Service-Level Agreement (SLA)

SinceCode strives to provide high-quality services. While we make every effort to deliver projects **on time and to agreed specifications**, we cannot guarantee uninterrupted or error-free service. Response times and project deadlines will be outlined in individual agreements.

6. Refunds & Cancellations

- **Refunds are not permitted once work has started.** Clients acknowledge that project planning, development, and resources are allocated from the outset, and as such, payments are non-refundable after commencement.
- **Hosting plans can be canceled with 30 days' notice.** Clients wishing to terminate hosting services must provide written notice at least 30 days in advance.

7. Third-Party Services

SinceCode may use third-party services, including hosting providers, plugins, and payment gateways. We are **not liable** for disruptions, errors, or security issues arising from third-party providers.

8. Client Content & Liability

Clients must ensure that any content (images, text, branding, etc.) they provide is legally owned or appropriately licensed. SinceCode is **not responsible** for copyright infringement, defamation, or other legal issues related to client-provided materials.

9. Intellectual Property

All content, designs, and materials provided by SinceCode remain our **intellectual property** unless expressly transferred. Unauthorized use or resale of our work is **strictly prohibited**.

10. Force Majeure

SinceCode is **not liable** for delays or failures caused by events beyond our control, including natural disasters, cyberattacks, or government-imposed restrictions.

11. Indemnification

Clients agree to **indemnify and hold SinceCode harmless** against any claims, damages, or losses resulting from their use of our services, including **misuse, non-compliance, or legal disputes**.

12. Revisions & Post-Project Support

Post-launch revisions may be available **for an additional fee**, unless otherwise stated in individual agreements. Ongoing support is offered under separate maintenance contracts.

13. Non-Compete & Portfolio Usage

Clients may **not resell or modify SinceCode's work for competing services** without prior written consent. SinceCode **retains the right** to showcase completed projects in its portfolio unless the client expressly opts out. You agree to display SinceCode's branding in the footer of your webpage, which shall remain visible unless an alternative arrangement is mutually agreed upon.

14. Data Protection & GDPR Compliance

SinceCode complies with UK data protection laws, including **GDPR**. We ensure client data is handled securely and used solely for contractual obligations. For further details, please refer to our **Privacy Policy**.

15. Confidentiality

We respect your privacy and confidentiality. Any non-public business information shared between SinceCode and its clients will remain **confidential**, unless required by law.

16. Governing Law & Jurisdiction

These Terms are governed by the laws of **England & Wales**. Any disputes shall be resolved in the **appropriate UK jurisdiction**.

17. Termination of Services

SinceCode reserves the right to terminate services in cases such as **non-payment, breach of terms, or failure to provide required materials or feedback within agreed timeframes**. Clients will be notified of termination in writing.

18. Disclaimer of Warranties

Except as expressly provided in individual agreements, SinceCode makes **no warranties of any kind**, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

19. Limitation of Liability

To the maximum extent permitted by law, SinceCode's liability for any claim arising from the use of its services is limited to the total fees paid by the client for the specific service in question. SinceCode shall not be liable for indirect, incidental, special, or consequential damages.

20. Technical Support

Technical support is available as outlined in individual agreements. Any additional support beyond agreed terms may be charged at the standard hourly rate. Response times for support requests will also be specified in service contracts.

21. Client Cooperation

Clients are expected to provide timely feedback, approvals, and any required materials to ensure the smooth progress of projects. Delays caused by clients may result in adjustments to deadlines or additional fees.

22. Backup Policies

Unless specifically agreed otherwise, clients are responsible for maintaining backups of their data. SinceCode is not liable for data loss due to events beyond its control or if backup services are not included in the service agreement.

23. No Waiver

Failure by SinceCode to enforce any provision of these Terms shall not be considered a waiver of the right to enforce such provision in the future or any other provision of these Terms.

24. Changes to Terms

SinceCode reserves the right to **update these Terms**. Changes will be notified via our website, and continued use of our services implies **acceptance of new terms**.