

GENERAL TERMS AND CONDITIONS OF CONTRACTING

Version control

Version:	1.0
Effective Date:	November 15, 2024
Issuing Entity:	Beltsys Labs OÜ (hereinafter referred to as " Beltsys ")
Document Status:	Official and Binding

1. Acceptance of Terms

The use of Beltsys services, the acceptance of any commercial offer, or the payment for any service constitutes the full, express, and unconditional acceptance of these Terms and Conditions by the Client, with the same binding effect as a handwritten signature.

Acceptance may be manifested by any means, including but not limited to: verbal confirmation, email, WhatsApp, messaging platforms, electronic signature, physical signature, or making a payment.

Prevalence of the PDF Document: The Client acknowledges that this document (in static PDF format) constitutes the complete and official agreement. Any summary, extract, or adaptation shown on the website is for informational purposes only. **In the event of any discrepancy between the content shown on the web and this PDF file, the content of this document shall prevail at all times.**

The Client declares to have had prior access to these Terms and Conditions, to have read them in their entirety, to understand them, and to accept them freely.

2. Modifications and Changes

- Beltsys reserves the right to update the proposal if the original requirements are substantially modified.
- Any additional functionality will require an independent evaluation and budget.
- Substantial modifications may affect agreed delivery deadlines and costs.

3. Terms in Force for Extensions of Existing Projects

For Clients who contracted projects prior to the effective date of this version of the Beltsys Commercial Terms and Conditions, any subsequent contracting of

additional functionalities, integrations, or extensions shall be subject to the Commercial Terms and Conditions in force at the time of said contracting.

The acceptance of the extension, whether expressly through electronic means, documents, or payment, constitutes full and unconditional acceptance of the Terms and Conditions currently in force.

(This provision does not modify acquired rights, prior payment obligations, or deliverables already accepted, and is complemented by the acceptance policies applicable to Beltsys offers and invoicing.)

4. Scope of Maintenance

- Support service does not include new developments or functionalities.
- Significant changes require an additional budget.
- Preventive and corrective maintenance service is available.

5. Work Methodology

- 100% remote development with collaborative tools.
- Communication via email, video conference, and remote support.
- Continuous delivery through secure repositories.

6. Exclusions

- Operating system licenses.
- Database licenses.
- Third-party software and services.
- Cloud services.
- Any point not reflected in the service agreement or commercial proposal.

7. Client Responsibilities

- Provision of necessary access for development and testing.
- Timely feedback during reviews.
- Approval of deliverables within agreed timeframes.
- Management of excluded licenses.
- Defining requirements and technical specifications.
- Making decisions regarding infrastructure architecture and operational configurations.

8. Technical Environment and Infrastructure

Client Infrastructure Responsibility

- The Client must provide the necessary infrastructure for the operation of the software in production.
- Technical requirements according to agreed specifications.
- Compliance with established security standards.
- The Client is responsible for the configuration, maintenance, and security of their infrastructure.

Temporary Development Infrastructure (Optional) Beltsys may, at its discretion and without any obligation, provide temporary access to development or staging servers solely to facilitate the development process. This provision is subject to the following conditions:

Temporary Nature and No Warranties

- Access to Beltsys servers is strictly temporary and solely for development and testing.
- This service is provided "AS-IS" without any warranty of availability, performance, security, or continuity.
- Beltsys DOES NOT guarantee uptime, backups, or disaster recovery.
- The service may be interrupted, suspended, or canceled at any time without prior notice.
- It is NOT suitable for production, sensitive data, or permanent storage of critical information.

Termination of Access Access to Beltsys servers shall terminate automatically:

- a) Upon completion of the project and final delivery of the software.
- b) 30 days after software delivery (whichever occurs first).
- c) Immediately in case of non-payment of any invoice.
- d) Immediately if Beltsys detects misuse, high resource consumption, or suspicious activity.
- e) At any time at Beltsys' discretion without need for justification.

The Client must migrate their data and applications to their own infrastructure before access termination.

Total Exclusion of Liability for Temporary Infrastructure Beltsys shall NOT be liable under any circumstances for:

- a) Loss of data, code, databases, files, or any information stored on temporary servers, whether due to: hardware or software failures, server

deletion, cyber-attacks or security breaches, human error, service termination, or any other cause.

- b) Service interruptions, crashes, downtime, or unavailability of any duration.
- c) Security compromise, unauthorized access, hacks, or security breaches in temporary servers.
- d) Loss of financial assets, crypto-assets, tokens, or any economic value that might be stored, processed, or managed on temporary servers.
- e) Damages to third parties, end-users, or Client's customers derived from the use of temporary servers.
- f) Privacy violations, personal data leaks, or non-compliance with regulations (GDPR, CCPA, etc.) derived from the use of temporary servers.
- g) Incompatibilities, version conflicts, or migration issues when moving software to the Client's definitive infrastructure.
- h) Costs of data recovery, system reconstruction, or hiring emergency services derived from problems in temporary servers.

Absolute Prohibitions on Temporary Servers IT IS STRICTLY PROHIBITED to use Beltsys temporary servers to:

- a) Store production data, real client data, or confidential information.
- b) Process real financial transactions, cryptocurrencies, or handle funds of any kind.
- c) Store real Personally Identifiable Information (PII) of users.
- d) Run production services accessible to the public.
- e) Host applications that process sensitive data according to GDPR, HIPAA, PCI-DSS, or any similar regulation.
- f) Use for cryptocurrency mining, bots, mass scraping, or activities consuming excessive resources.
- g) Store backups or critical information without own external backup.
- h) Any illegal or malicious use, or use violating infrastructure providers' terms.

Violation of these prohibitions entitles Beltsys to: terminate access immediately without notice, delete all server content, resolve the development contract, retain pending refund payments, and pursue legal action if applicable.

Backups and Client Responsibility It is the EXCLUSIVE responsibility of the Client to:

- a) Perform regular backups of all code, data, databases, and configurations.
- b) Maintain backup copies in external locations under their control.
- c) Verify backup integrity periodically.
- d) Plan and execute migration to their definitive infrastructure with sufficient time.

- e) Not rely on temporary servers for permanent storage.

Beltsys DOES NOT perform backups of Client data on temporary servers and has NO obligation to retain or recover information.

Access and Security

- a) **Credentials:** The Client is responsible for the security of provided access credentials.
- b) **Account Activity:** The Client is responsible for all activity performed with their credentials.
- c) **Security Configuration:** Any security configuration (firewalls, permissions, etc.) is the Client's responsibility.
- d) **Updates:** Beltsys does not guarantee keeping operating systems, base software, or dependencies updated.
- e) **Monitoring:** The Client must implement their own monitoring if deemed necessary.

Migration to Definitive Infrastructure The Client acknowledges and accepts that:

- a) Migration from temporary servers to the Client's definitive infrastructure is the exclusive responsibility of the Client.
- b) Beltsys may assist with migration as an additional service billed separately.
- c) Differences between the temporary and definitive environments may cause incompatibilities the Client must resolve.
- d) The Client must plan the migration at least 15 days prior to the access termination date.
- e) Beltsys DOES NOT guarantee that the software will function identically on the Client's infrastructure.
- f) Issues arising from configuration differences, software versions, or infrastructure limitations of the Client are outside the scope of the warranty.

Usage Limits and Resources

- a) Use of temporary servers is subject to reasonable limits of CPU, RAM, storage, and bandwidth.
- b) Beltsys may limit, restrict, or charge extra for excessive resource usage.
- c) Intensive workloads are not permitted without prior written authorization.
- d) The Client will be billed for excessive resource usage according to market rates.

Data Remnants IMPORTANT: Upon access termination, Beltsys:

- a) Will permanently delete all server content within a maximum of 30 days.
- b) Will NOT retain backup copies of Client data.
- c) Will have NO obligation to deliver, transfer, or facilitate access to remnant data.
- d) Will NOT be responsible for data not migrated by the Client before termination.

The Client expressly accepts that failure to migrate data in a timely manner constitutes a waiver of such data.

Jurisdiction and Server Location

- a) Temporary servers may be located in any jurisdiction.
- b) The Client is responsible for verifying that server location complies with their regulatory obligations.
- c) Beltsys does not guarantee specific location or compliance with data residency regulations.
- d) The Client cannot demand specific server location for the temporary service.

Costs and Invoicing

- a) Access to temporary servers may be included at no cost in the project or billed separately as agreed.
- b) Excessive resource usage will be billed additionally.
- c) Access extension beyond 30 days post-delivery will be billed according to current Beltsys rates.
- d) Beltsys reserves the right to change or remove this service without prior notice.

Client Express Acknowledgement The Client expressly acknowledges and accepts that:

- Temporary servers are a courtesy to facilitate development, not a guaranteed service.
- It is their exclusive responsibility to have their own infrastructure from the start of the project.
- They MUST NOT rely on temporary servers for any critical operation.
- They MUST NOT store information they cannot afford to lose.
- They must plan migration to their infrastructure sufficiently in advance.
- Data loss on temporary servers is a risk fully assumed by the Client.
- There are NO backups by Beltsys.
- Any loss, damage, or prejudice derived from the use of temporary servers is the exclusive responsibility of the Client.

This section applies regardless of negligence, error, or omission by Beltsys, representing a fundamental allocation of risk explicitly accepted by the Client.

Discretionary Acceptance and Use of Temporary Servers IMPORTANT: Beltsys may, at its discretion, provide access to temporary servers. The Client is recommended to:

- a) Read, understand, and fully accept the "Technical Environment and Infrastructure" section.
- b) Acknowledge the prohibitions, liability exclusions, and backup obligations established.
- c) Have a migration plan towards their own infrastructure.

Access to temporary servers does not require prior confirmation; however, any use of temporary servers constitutes ratification of the acceptance of this section and express waiver of any claim related to the use of said servers.

9. Acceptance of Deliverables

Each deliverable shall be considered accepted if the Client does not report non-conformities in writing within 5 business days from its formal delivery. Failure to report within the deadline constitutes definitive acceptance. Tacit or express acceptance releases Beltsys from liabilities regarding the specific functionality agreed upon.

10. Security Audits and Client Responsibility

Critical Systems For systems managing financial assets, crypto-assets, or sensitive information, the Client acknowledges and accepts that it is their exclusive responsibility to:

- Hire independent security audits and pentesting.
- Perform code reviews by experts.
- Implement additional security measures.
- Contract civil liability and cybersecurity insurance.
- Establish reserve funds.

Beltsys Recommendations Beltsys may make recommendations, but they are indicative. The final decision rests with the Client. Beltsys does not guarantee the sufficiency of measures. All recommendations and decisions will be documented.

11. Software Warranty

The developed software has a warranty of 6 months from the formal acceptance of the final deliverable.

Coverage

- Correction of programming errors.
- Resolution of critical bugs.
- Performance adjustments.

Exclusions

- Changes in requirements or specifications.
- New functionalities.
- Improper use or modifications by third parties.
- Client infrastructure problems.
- Third-party updates (Libs, APIs).
- Post-delivery vulnerabilities.

Process Ticket system with guaranteed times. Warranties require that the original source code is not modified and procedures are followed.

Additional Limited Warranty EXCEPT FOR THE WARRANTY EXPRESSED ABOVE, THE SOFTWARE IS PROVIDED "AS-IS". Beltsys disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

The software is developed and delivered according to specifications, architecture, and configurations defined by the Client or mutually agreed upon. Once the software meets the agreed specifications and is accepted by the Client, Beltsys has fulfilled its delivery obligations. Beltsys does not guarantee that the software will be error-free or operate without interruptions, as no software can offer such a guarantee.

12. Limitation of Liability

In no event shall Beltsys' total liability, whether in contract, tort, negligence, or other legal theory, exceed:

- a) The amount paid for the specific deliverable.
- b) The total contract value for the project.
- c) Absolute limit: €50,000 cumulative.

This limitation applies cumulatively.

Exclusions of Liability Notwithstanding the foregoing, and for greater clarity, Beltsys shall NOT be liable under any circumstances for:

- a) Financial losses, lost profits, indirect, consequential, special, or punitive damages, or damages resulting from security breaches, hacks,

unauthorized access, or system compromise, whether caused by software vulnerabilities, Client configurations, external attacks, human error, or a combination of factors.

- b) Losses of funds, crypto-assets, financial data, or any other asset stored, processed, or managed through the software.
- c) Claims, demands, or losses from third parties (including end-users, Client's customers, or associated companies) related to the use or operation of the software.
- d) Consequences of Client decisions regarding architecture, infrastructure, security configurations, operational policies, or risk management.
- e) Zero-day or third-party vulnerabilities.
- f) Regulatory changes.
- g) Third-party service interruptions.

The Client expressly acknowledges and accepts that:

- Development may contain undetected errors.
- No software is immune to vulnerabilities.
- The operation of systems managing financial assets or crypto-assets carries inherent risks outside Beltsys' control as a software provider.
- There are risks of total asset loss due to technical, human, or external factors that no software can completely eliminate.
- The Client is solely responsible for evaluating suitability, implementing extra security, and insurance.

This exclusion applies even in cases of simple negligence, error, or non-compliance by Beltsys, and represents a fundamental allocation of risk between the parties explicitly accepted by the Client.

13. Indemnification

The Client agrees to indemnify, defend, and hold harmless Beltsys, its directors, employees, agents, and contractors, from and against all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorney fees) arising from or related to:

- a) The use of the software by the Client.
- b) Modifications to the software made by the Client or third parties authorized by the Client.
- c) Client violations of this agreement.
- d) Client negligence or misconduct.
- e) Third-party claims related to the Client's operation.

14. Insurance and Protection Mechanisms

Exclusive Client responsibility: contracting insurance (Civil Liability and cybersecurity), reserve funds, backups, and audits.

15. Payment Conditions

General Terms

- Payments shall be made according to the schedule established in the commercial proposal.
- All amounts are understood to be in EUR (Euros) unless expressly stated otherwise.
- Payments must be made via bank transfer to the account indicated on the invoice.
- The Client is responsible for any bank commission or transfer cost.

Payment Terms Unless specifically agreed otherwise:

- Projects < €5,000: 100% advance payment.
- Projects €5,000 - €20,000: 50% advance, 50% upon delivery.
- Projects > €20,000: 40% at start, 30% at 50% progress, 30% at final delivery. Maximum payment terms are 7 calendar days from invoice issuance, unless expressly agreed otherwise.

Suspension of Services for Non-Payment In case of default or non-payment:

- a) At 3 days delay: Beltsys will send a payment reminder via email.
- b) At 7 days delay: Beltsys will suspend all ongoing work, no new progress or source code will be delivered, and default interest will apply according to Estonian law.
- c) At 15 days delay: Beltsys may unilaterally resolve the contract, bill for work done to date, the Client will lose rights to developed code, and Beltsys will retain all material, source code, documentation, and deliverables.

Default Interest Late payments will accrue default interest of 12% annually or the maximum permitted by Estonian law, whichever is higher, calculated daily from the due date.

Retention of Code and Deliverables Beltsys will retain ownership and possession of all source code, documentation, designs, and deliverables until:

- All pending payments have been received.
- All default interests have been settled.
- All recovery costs have been paid.

Access to repositories, credentials, or source code transfer will not be provided until total settlement.

Recovery Expenses In case of default or non-payment, the Client shall be responsible for:

- a) Attorney and solicitor fees.
- b) Arbitration or collection procedure costs.
- c) Administrative collection management expenses (15% of the amount owed, minimum €200).
- d) Accumulated default interest.
- e) Any other reasonable expense incurred in payment recovery.

Consequences of Non-Payment Non-payment or default in any payment entitles Beltsys to:

- a) Immediately suspend all services, including warranty and support.
- b) Resolve the contract without need for prior judicial requirement.
- c) Permanently retain unpaid source code and deliverables.
- d) Demand immediate payment of all pending invoices, even if not yet due.
- e) Report non-payment to credit agencies and commercial databases.
- f) Refuse to start new projects until total debt settlement.
- g) Exercise legal actions for collection, including international arbitration.

16. Intellectual Property Conditioned on Payment

IMPORTANT: The transfer of intellectual property of the developed code is conditioned upon the full payment of all invoiced amounts. While there are pending payments:

- Beltsys retains all intellectual property rights.
- The Client has no right to use the software or code.
- Any use constitutes copyright infringement.

Once total payment is completed, rights will be transferred as agreed in the contract.

17. Payment Verification

Payments shall be considered effected only when funds are available and confirmed in Beltsys' bank account. Payment confirmations or transfer receipts do not constitute effective payment until fund receipt.

18. Partial Payments

Partial payments will be applied in the following order:

1. Recovery expenses and legal fees.
2. Accumulated default interest.
3. Principal of the oldest debt.

19. Right of Set-Off

Beltsys reserves the right to offset any debt of the Client with amounts that Beltsys might owe them, notifying the Client in advance.

20. Additional Payment Guarantees

For high-value projects (>€75,000) or new clients, Beltsys may require:

- a) Higher percentage advance payment.
- b) Bank guarantee.
- c) Letter of credit.
- d) Escrow deposit.
- e) Bank or commercial references.

21. Invoicing of Additional Works

Any additional work not contemplated in the original contract:

- Will be billed separately.
- Requires advance payment or according to specific terms.
- Is not subject to the original project payment schedule.

22. No Set-Off by Client

The Client may not withhold payments, make offsets or deductions for:

- Alleged defects or bugs (must use warranty process).
- Dissatisfaction with agreed functionalities.
- Claims not recognized by Beltsys.
- Unauthorized additional works.

Any billing dispute must be resolved according to the established arbitration procedure, but does not suspend the payment obligation.

23. Currency and Exchange Rate

All amounts are billed in EUR. If the Client pays in another currency:

- The exchange rate of the day of fund receipt will apply.
- The Client assumes exchange risk.
- The difference must be compensated if payment is insufficient.

24. Taxes

Prices do not include VAT or other applicable taxes unless expressly indicated. The Client is responsible for any tax, tariff, or fee applicable in their jurisdiction.

25. Debt Acceleration Clause

Non-payment of any installment or invoice shall make the total pending debt immediately due, including future installments not yet due.

26. Executive Debt Recognition

The Client acknowledges that invoices issued by Beltsys constitute sufficient executive title for collection procedures, and waives any defense based on lack of debt recognition, provided the invoice is duly issued.

27. Authorization to Report to Credit Bureaus

The Client expressly authorizes Beltsys to report non-payments to:

- Credit information agencies.
- Commercial databases.
- Technology sector business associations.
- Any public or private delinquency registry.

28. Escrow Account (Optional)

For projects exceeding €100,000, the parties may agree to use an escrow account where:

- The Client deposits funds at the start.
- Funds are released according to achieved milestones.
- A neutral third party (bank or escrow service) manages the account.
- Escrow costs: borne by the client.

This protects both parties and facilitates orderly development.

29. Force Majeure

Neither party shall be responsible for failure or delay in fulfilling its obligations due to causes beyond its reasonable control, including but not limited to: natural disasters, acts of war or terrorism, civil disturbances, internet or telecommunications failures, pandemics, massive cyber-attacks, or government acts.

30. Severability

If any provision of this agreement is considered invalid, illegal, or unenforceable by a competent court, said provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if it cannot be modified, it shall be severed from the agreement. The remaining provisions shall remain in full force and effect.

31. Entire Agreement and Modifications

This document constitutes the entire agreement between the parties regarding the provision of software development services and supersedes all prior agreements, negotiations, and discussions, whether written or oral. Any modification to this agreement must be made in writing and be signed or expressly accepted by both parties.

Beltsys reserves the right to update these Terms and Conditions at any time. Changes will enter into force for new contracts from their publication on the website. Existing contracts will maintain the terms accepted at their start, unless expressly agreed by both parties.

32. Confidentiality and Intellectual Property

Confidentiality Both parties commit to maintaining the confidentiality of project information, unless required by law or competent authority.

Intellectual Property Unless specifically agreed otherwise:

- Source code developed specifically for the Client shall be the property of the Client once total payment is completed.
- Beltsys retains rights over generic components, reusable libraries, and developed know-how.
- The Client obtains a license to use any generic component included in the software.

33. Applicable Law and Jurisdiction

This agreement shall be governed and interpreted in accordance with the laws of the Republic of Estonia, without giving effect to its conflict of law principles. Any dispute arising from or related to this agreement shall be resolved by binding arbitration in Tallinn, Estonia, in accordance with the rules of the Estonian Chamber of Commerce and Industry. The arbitration award shall be final and binding for both parties. The parties expressly waive recourse to ordinary courts, except for the execution of the arbitration award. The arbitration language shall be English or Spanish as agreed by the parties.

34. Validity and Effectiveness

These Terms and Conditions are in force from their publication and apply to all services contracted with Beltsys from said date.

35. Notifications

All notifications under this agreement must be made in writing to the email addresses provided by the parties. Notifications shall be considered received 24 hours after sending.

36. Waiver

The failure to exercise or delay in exercising any right under this agreement shall not constitute a waiver of such right.

ACCEPTANCE

By accepting any Beltsys offer, making a payment, or using any Beltsys services, the Client acknowledges having read, understood, and fully accepted the terms and conditions set forth in this document.

The Client specifically declares to understand and accept:

- The established limitations of liability.
- The warranty exclusions.
- Their obligation to perform independent security audits for critical systems.
- The allocation of risks established in this agreement.
- Their obligation to indemnify Beltsys as established.
- Payment conditions and consequences of non-payment.
- Retention of intellectual property until full payment.