

Terms & Conditions

By engaging into business with Analyticsexperts, the person or organization (the “Client”) confirms that they voluntarily accept the terms and conditions set forth below and such terms and conditions shall form a binding agreement between us (this “Agreement”).

This Agreement is made and entered into by Analyticsexperts ltd and the Client. Whereas, Analyticsexperts and the Client desire to enter into a relationship in which the Contractor will provide services, as specified in the applicable Proposal or Subscription Plan, to the Client.

1. SERVICES

The Contractor shall provide the services as detailed in the Proposal or as per the scope defined between Analyticsexperts and the Client. This commitment includes the delivery of all tasks and responsibilities explicitly outlined in these documents.

The services to be rendered under this Agreement shall be confined to those expressly stipulated in the Proposal. Any additional services outside of this predefined scope may require a separate agreement or an amendment.

Certain projects may incur additional costs due to third-party fees or require a separate Statement of Work (SOW). In such cases, the Client will be provided with detailed information regarding these additional charges and the nature of the extra work required, which will need the Client’s written approval before proceeding.

2. COMPENSATION

Compensation is determined based on the number of hours of work for the specified period. In the event that the services required exceed the predetermined number of hours, the Client shall be billed for these additional hours at the hourly rate.

Should the Client elect to utilize services that are billed at a higher rate than those originally agreed upon, the Client will be invoiced accordingly. The engagement of such services and their corresponding rates shall be determined through mutual agreement in subsequent discussions and will be documented in writing.

The cost estimate provided in the Proposal shall remain valid for a period of 60 days from the date of delivery of the Proposal. Should the Proposal not be accepted within this 60-day period, the Provider reserves the right to revise and reissue a new estimate.

The Contractor reserves the right to modify the contract, rates or pricing. Any changes will be communicated to the Client in writing prior to their effective date.

3. SUBSCRIPTION TERM

This Agreement shall become effective either on the date it is signed by both parties ('Start Date'). The Agreement shall extend for the length of the period specified in the agreement.

This Agreement shall automatically renew for successive periods of equal length to the initial Subscription Period, under the same terms and conditions, unless either party provides written notice of its intention not to renew prior to the end of the current period.

4. TERMINATION

The agreement shall automatically renew upon the expiry of the current term, unless the Client provides written notice of their intention to terminate the Agreement. Such notice must be received by the Contractor no later than 60 days prior to the scheduled payment due date.

Termination becomes effective immediately after the last day of the agreement. The Contractor does not issue refunds or credits.

In the event of termination, the Client is obligated to reimburse the Contractor for any costs or commitments incurred that are non-cancellable and directly associated with the terminated Agreement.

Cancellation requests must be submitted in writing.

4.1 BREACH OF CONTRACT

1. The Contractor reserves the right to terminate this Agreement with immediate effect in the event of non-payment by the Client or if the Client breaches any other term of this Agreement.
2. Similarly, the Client may terminate this Agreement immediately if the Contractor fails to provide the agreed-upon Services or breaches any other term of this Agreement.

Upon a breach of contract, the offending party shall have a cure period of 14 days post-receipt of written notice to rectify the breach. Failure to cure within this period may result in termination of the Agreement.

5. PAYMENT SCHEDULE

Payment terms and schedules are as follows, unless otherwise specified in a Proposal:

1. Upon delivery of the service, an invoice shall be issued to the client which is due immediately and shall be paid via wire transfer in all cases.

5.1 Breach of Payment Schedule

Failure to adhere to the agreed-upon payment schedule may result in a suspension of services and potential delays in project timelines. The Contractor reserves the right to cease work until outstanding payments are settled.

6. TAXES

The amounts specified as Compensation in this Agreement and any subscription plans do not include taxes. The Client is responsible for the payment of all applicable taxes, duties, levies, and similar charges (collectively, 'Taxes') imposed on or related to the Services provided under this Agreement and any future subscription plans.

7. EXPENSES

The Contractor is entitled to reimbursement for all reasonable and necessary expenses incurred while providing the Services under this Agreement.

All such expenses must receive prior approval from the Client. The Contractor is required to provide detailed documentation, including receipts, as proof of all expenses claimed for reimbursement.

8. NO EXCLUSIVITY

Both parties acknowledge that this Agreement, as well as any additional Statements of Work, do not create an exclusive relationship between them. Each party retains the right to engage in similar agreements with other entities, provided that such engagements do not hinder their ability to fulfill the obligations outlined in this Agreement.

9. PARTICIPATION IN SERVICES

Analyticsexperts is dedicated to ensuring a positive and constructive experience for all clients, partners, and team members. To maintain this environment, Analyticsexperts reserves the right, at its sole discretion, to limit, suspend, or terminate your participation in any of its services without refund or waiving of remaining payment obligations, under the following circumstances:

- If you exhibit behavior that is disruptive or difficult to work with;

- Disruptive behavior includes, but is not limited to, aggressive communication, non-compliance with project guidelines, and repeated delays in providing necessary information or feedback.
- If you fail to adhere to the terms and conditions of this Agreement;
- If you demonstrate disrespect towards team members or partners engaged in your digital marketing activities.

10. INDEPENDENT CONTRACTOR

The relationship between the parties under this Agreement is that of independent contractors. Neither party shall be deemed to be an agent, employee, partner, or legal representative of the other for any purpose, nor shall either have any authority to create any obligation on behalf of the other.

The Contractor shall retain complete control over the scheduling, performance, and methods of work, subject only to the requirements and deadlines stipulated in this Agreement.

11. SUBCONTRACTING

The Contractor may engage subcontractors to perform work under this Agreement and any future additional Statements of Work, at its discretion.

The Contractor assumes full responsibility for the quality and execution of work performed by its employees or independent subcontractors. All individuals involved in the project, whether employees or subcontractors, are subject to the confidentiality obligations stipulated in this Agreement.

12. OWNERSHIP

All work products created by the Contractor in the course of performing Services under this Agreement and any additional Statements of Work shall become the exclusive property of the Client upon full payment for these Services.

Notwithstanding the above, any tools, processes, methodologies, or other intellectual property owned by the Contractor prior to, or developed independently of this Agreement, shall remain the sole property of the Contractor.

13. INDEMNIFICATION

The Client agrees to indemnify and hold the Contractor harmless from and against any and all claims, liabilities, demands, damages, and expenses (including, but not limited to,

reasonable attorneys' fees and costs) that arise from or are in any way connected with the Client's use of the Services provided under this Agreement.

Neither party shall be liable to the other for any special, indirect, consequential, or incidental damages, including but not limited to loss of profits, revenues, data, or power, damage to or loss of the use of products, property damage, or claims of third parties, including personal injury or death, arising from the provision of Services under this Agreement.

14. FORCE MAJEURE

Neither party shall be held liable for any failure or delay in fulfilling its obligations under this Agreement when such failure or delay is due to circumstances beyond its reasonable control. This includes, but is not limited to, acts of governmental authorities, natural catastrophes (such as fire, storm, flood, earthquake), riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of terrorism, acts of war, or power failure.

In the event of a delay caused by such force majeure events, the delivery date or time for completion of services will be adjusted by a period of time reasonably necessary to address the impact of such events.

If either party is rendered unable to fulfill its contractual obligations due to a force majeure event, they reserve the right to terminate the Agreement with immediate effect.

15. CONFIDENTIALITY

The Contractor acknowledges that they may gain access to confidential information belonging to the Client. The Contractor commits to using this confidential information exclusively for the purpose of performing the Services under this Agreement.

The Contractor shall not disclose the Client's confidential information to any third party, except as required by law.

The obligation of confidentiality shall persist beyond the termination of this Agreement and shall remain in effect indefinitely.

16. DELAY OR SUSPENSION OF WORK

If delays or suspensions in the Contractor's performance of Services arise due to the Client's actions or inactions, both parties shall convene to determine an appropriate course of action, which shall include either:

- A Temporary Pause: The Contractor may, at their discretion, agree to temporarily pause both the services and the associated payments. If

the Contractor chooses not to pause, the remedy outlined in (b) shall apply.

- b. Continuation of Services and Payments: The Contractor may continue to deliver the Services as feasibly as possible under the circumstances, and the Client shall continue to fulfill all scheduled payments until the termination of the contract.

Irrespective of the chosen remedy, the Contractor reserves the right to invoice the Client for any work completed up to the date of suspension.

17. GENERAL

17.1 Amendments

This Agreement may be amended as necessary.

The original terms of this Agreement shall apply to all amendments unless explicitly stated otherwise in the amendment.

18. COMPLETE CONTRACT

This Agreement embodies the basic understanding and agreement between the parties regarding its subject matter, superseding all prior agreements, whether written or oral but changes may be applied in the eventual SOW or the eventual contract issued to the client.

19. GOVERNING LAW AND LANGUAGE

This Agreement and any disputes arising from it are governed by the laws of Bulgaria.

Legal proceedings related to this Agreement shall be initiated exclusively in Sofia, Bulgaria.

The Agreement is written in English, which has been chosen to express the mutual intent of the parties. No rule of strict construction shall be applied against either party. It is confirmed that this Agreement and all related documents shall be drafted solely in English. In the event of any discrepancy or ambiguity between different language versions of this Agreement, the English version shall prevail and be the binding version for interpretation purposes.