



aurITa * Terms & Conditions

Last Updated: 03/10/2025

1. Definitions & Parties

- "Client" means the person or company receiving services from aurlTa.
- "aurITa" (or "we", "us", "our") means the company providing services under these Terms & Conditions.
- "Services" means all IT, project management, system integration, technical file design. Also Project management and consulting, support, and related work aurlTa provides.
- "Deliverables" means any output, files, documentation, software, designs, or artefacts delivered to the Client under the Services.

2. Scope of Services

- aurlTa agrees to perform the Services as described in a Proposal, Statement of Work (SoW), or Service Agreement mutually agreed in writing.
- Any additional tasks not included in the agreed scope will require a change order or amendment, with cost/time adjustments agreed in writing.

3. Client Responsibilities

The Client shall:

- Provide all necessary materials, data, access, and information required to perform the Services.



- Respond in a timely manner to queries or requests from aurlTa.
- Approve intermediate deliverables or prototypes when requested.
- Ensure that any materials supplied (e.g. third-party software, licensed content) do not infringe third-party rights.

4. Fees, Payment & Costs

- The Client pays aurlTa according to the pricing and payment terms set out in the Proposal / SoW (e.g. hourly rates, fixed price, milestones).
- Unless otherwise agreed, payments are due within 30 days of invoice. Late payments may bear interest or a late fee as permitted by law.
- Any out-of-pocket costs (licenses, travel, tools, third-party services) shall be invoiced to the Client, with prior approval when significant.
- aurlTa may suspend work if payments are overdue (after notifying the Client).

5. Changes & Revisions

- Minor revisions (e.g. minor adjustments or bug-fixing) may be included; major changes (scope expansion) require written change orders.
- Time and cost adjustments due to revisions will be mutually agreed before execution.

6. Intellectual Property & Licensing

- Unless otherwise agreed, aurlTa retains ownership of its background intellectual property, methods, tools, and reusable components.



- Upon full payment, the Client is granted a non-exclusive, non-transferable license to use the Deliverables for their internal business purposes.
- The Client must not reproduce, resell, or distribute the Deliverables without aurlTa's prior agreement.
- If third-party components or open source software are included, their separate licenses apply, and the Client must comply with those.

7. Warranty & Liability

- aurlTa warrants that the Services will be provided with reasonable skill and care, consistent with industry standards.
- Except as expressly stated, aurlTa gives no other warranties (express or implied) about fitness for a particular purpose, non-infringement, or merchantability.
- To the maximum extent permitted by law, aurlTa's liability for damages is limited to the fees paid by the Client for the portion of Services giving rise to the claim.
- aurlTa is not liable for indirect, consequential, special, or incidental damages, loss of profit, or data loss, except in cases of gross negligence or willful misconduct.

8. Term & Termination

- The agreement begins on the effective date and continues until completion or as set out in the SoW.
- Either party may terminate for material breach if the other party fails to cure within a specified notice period (e.g. 30 days).

- Upon termination, the Client pays for all Services performed up to the termination date and receives any completed deliverables.

9. Confidentiality

- Each party agrees to keep confidential all non-public information disclosed during the work.
- Confidential information may not be used for purposes outside the agreement.
- This obligation survives termination for a period (e.g. 3 to 5 years).

10. Data Protection & Privacy

- If the Services involve processing personal data, both parties shall comply with applicable laws (e.g. GDPR).
- The parties will enter data processing terms if needed.
- The Client is responsible for ensuring that personal data supplied to auriTa has proper lawful basis and consents.

11. Force Majeure

- Neither party is liable for delay or failure to perform if prevented by force majeure (natural disasters, war, strikes, governmental acts, etc.).

12. Dispute Resolution & Governing Law

- These Terms are governed by the laws of Portugal (or alternatively a specific jurisdiction you prefer).



- The parties shall first attempt to resolve disputes by negotiation or mediation.
- If unresolved, disputes may go to the competent courts in Felgueiras. The affected party must notify the other promptly and resume performance when possible.

13. Severability & Waiver

- If any provision is held invalid or unenforceable, the rest of the Terms remain in effect.
- No waiver of any right shall be effective unless in writing.

14. Amendments

- aurlTa may revise these Terms from time to time. The revised version will be effective when published and communicated to the Client. Continued use of Services constitutes acceptance.

15. Entire Agreement

These Terms, together with any Proposal, SoW, change orders, and attachments, constitute the entire agreement between aurlTa and the Client, superseding prior agreements or understandings.