
Terms and Conditions for Project Pulse Consulting

Effective Date: 03 December 2024

These Terms and Conditions ("Terms") govern your use of the services provided by Project Pulse Consulting ("Company," "we," "our," or "us"), including project management, project development, warehouse systems, warehouse software development, and business development services (the "Services"). By accessing or using the Services, you ("Client," "you," or "your") agree to be bound by these Terms.

1. **Services Provided** Project Pulse Consulting offers the following services:

- Project Management
- Project Development
- Warehouse Systems Development
- Application Development
- Business Development

These Services are subject to the terms outlined below.

2. **Scope of Services** The scope of services provided to each Client will be outlined in a separate agreement, proposal, or contract ("Service Agreement"). This Service Agreement will define the specific deliverables, timeline, and costs associated with the Services. In the event of any conflict between these Terms and the Service Agreement, the Service Agreement will prevail.

3. **Client Responsibilities** the Client agrees to:

- Provide accurate and complete information necessary for the successful execution of the Services.
- Cooperate with the Company and provide timely feedback and approvals as needed.
- Ensure that all materials provided to the Company do not violate any intellectual property rights or applicable laws.

4. **Payment Terms** Payment for Services is due according to the payment schedule outlined in the Service Agreement. Unless otherwise agreed, payments are due upon receipt of an invoice. Late payments may incur late payment charges at a rate of \$20 per month.

5. **Confidentiality** Both parties agree to maintain the confidentiality of any proprietary or confidential information shared during the engagement. This includes, but is not limited to, business plans, trade secrets, technical information, and financial data. This obligation will continue even after the termination of the Services.
6. **Intellectual Property** Any intellectual property developed or created during the course of providing the Services will be owned by the Company unless otherwise specified in the Service Agreement. The Client is granted a non-exclusive, non-transferable license to use the intellectual property solely for the purposes outlined in the Service Agreement.
7. **Term and Termination** The term of the Services will begin on the effective date outlined in the Service Agreement and continue until the completion of the Services, unless terminated earlier by either party. Either party may terminate the agreement with 30 days written notice. Upon termination, the Client agrees to pay for all Services rendered up to the date of termination.
8. **Limitation of Liability** Project Pulse Consulting's liability under any Service Agreement will be limited to the total amount paid by the Client for the Services provided. The Company will not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to the Services.
9. **Indemnification** The Client agrees to indemnify, defend, and hold harmless Project Pulse Consulting and its affiliates, employees, and agents from any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising from the Client's use of the Services, violation of these Terms, or infringement of any intellectual property rights.
10. **Governing Law** These Terms and any Service Agreement will be governed by and construed in accordance with the laws of Victoria Australia, without regard to its conflict of law principles. Any disputes will be resolved through binding arbitration in Melbourne Victoria Australia, unless the parties agree otherwise.
11. **Changes to Terms** Project Pulse Consulting reserves the right to modify these Terms at any time. Any changes will be effective upon posting the updated Terms on our website or otherwise notifying the Client. The Client's continued use of the Services after any changes signifies acceptance of the updated Terms.
12. **Force Majeure** Neither party will be liable for failure to perform its obligations under these Terms or any Service Agreement if such failure is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, strikes, pandemics, or government actions.

13. **Severability** If any provision of these Terms is found to be invalid or unenforceable, the remainder of these Terms will remain in full force and effect.

14. **Entire Agreement** These Terms, together with any Service Agreement, constitute the entire agreement between the parties concerning the Services and supersede all prior agreements or understandings, whether written or oral.
