





# General Terms and Conditions

## 1. General

- 1.1. These terms and conditions apply to and form part of all offers, agreements, and service deliveries by TechCare Solutions LLC, located at 110 E Houston St, 3rd floor, San Antonio, TX 78205 (hereinafter: "TechCare Solutions"), regarding the provision of IT services to the customer.
- 1.2. Any deviations from these terms are only valid if explicitly approved in writing by TechCare Solutions.
- 1.3. The customer's general terms and conditions do not apply unless expressly accepted in writing by TechCare Solutions.

## 2. Definitions

- 2.1. "Offer" refers to any written or verbal proposal made by TechCare Solutions regarding the delivery of IT services.
- 2.2. "Customer" refers to the party to whom TechCare Solutions provides IT services under an agreement.
- 2.3. "Services" refer to IT-related activities, including but not limited to network infrastructure, cloud solutions, cybersecurity, managed IT support, and consulting, provided under the agreement.
- 2.4. "Agreement" refers to the written contract between TechCare Solutions and the customer detailing the scope of IT services to be provided.
- 2.5. "Product" refers to any software, hardware configurations, or IT solutions delivered as part of the agreement.

## 3. Offers

- 3.1. All offers from TechCare Solutions are non-binding until confirmed in writing and shall include a clear validity period not to exceed 30 days from issuance.
- 3.2. Acceptance must be provided in writing—via email or the designated acceptance form—and becomes binding only when received and signed by TechCare Solutions.
- 3.3. Once accepted, the offer is irrevocable; any changes or cancellations thereafter require mutual written consent.
- 3.4. TechCare Solutions reserves the right to revoke an offer prior to written acceptance if material circumstances change.



#### **4. Agreements**

- 4.1. The agreement between TechCare Solutions and the customer is established at the moment that TechCare Solutions receives a timely written and fully conforming acceptance from the customer unless TechCare Solutions revokes the offer as described in Article 3.3.
- 4.2. In addition to the case mentioned in Article 4.1, the agreement between TechCare Solutions and the customer is established when TechCare Solutions confirms in writing the order given by the customer for the delivery of services and/or products.

#### **5. Additional Work**

- 5.1. Should TechCare Solutions determine that extra or altered tasks are necessary—such as additional installations by external contractors or enhancements to monitoring services—it will issue a written proposal detailing the work scope, revised timelines, and associated costs.
- 5.2. No additional work shall commence without the customer's explicit written approval.
- 5.3. Approved additional work costs will be added to the project total, and any revised delivery schedules will be confirmed in writing.
- 5.4. TechCare Solutions shall not be liable for delays caused by the customer's failure to timely review or approve the additional work proposal.

#### **6. Price**

- 6.1. All prices for TechCare Solutions' IT services and/or products are exclusive of sales tax and are stated in U.S. Dollars.
- 6.2. Prices apply as stated in the agreement between TechCare Solutions and the customer.
- 6.3. If price increases occur during the term of the agreement due to factors such as increased supplier costs, inflation, or regulatory changes, TechCare Solutions has the right to pass these on to the customer after consultation.

#### **7. Invoicing**

- 7.1. Unless explicitly agreed otherwise in writing, TechCare Solutions will invoice the customer within 7 days of the conclusion of the agreement, with an advance payment of 50% of the total project cost due before service commencement.
- 7.2. Invoicing for ongoing managed IT services will follow a monthly billing cycle, unless otherwise specified in the agreement.



## **8. Payment**

- 8.1. Payment of TechCare Solutions' invoices must be made within 14 days of the invoice date.
- 8.2. If the customer fails to pay on time, a 12% annual interest will be applied to the outstanding balance.
- 8.3. In the event of non-payment, extrajudicial collection costs of 10% of the unpaid amount will be charged.
- 8.4. The customer is responsible for all legal costs incurred due to delayed payments.

## **9. Cooperation**

- 9.1. The customer agrees to provide necessary cooperation, including:
  - 9.1.1. Access to IT infrastructure and relevant documentation
  - 9.1.2. Prompt communication and timely approvals
  - 9.1.3. Necessary credentials for network and cloud-based systems
- 9.2. TechCare Solutions is not liable for delays or service disruptions caused by customer inaction or failure to provide timely access.

## **10. Delivery**

- 10.1. TechCare Solutions will deliver IT services in the manner agreed upon in the contract, including on-site, remote, or cloud-based implementations.
- 10.2. Any delay in delivery caused by customer-side approvals, infrastructure limitations, or third-party service providers will not be the responsibility of TechCare Solutions.

## **11. Risk of Shipment**

- 11.1. If TechCare Solutions ships (parts of) the product to the customer in any way—whether by post, courier, or electronic communication—this shipment is at the expense and risk of the customer.

## **12. Complaints**

- 12.1. Upon delivery of services or products, the customer must inspect them and notify TechCare Solutions in writing within 14 calendar days of any defects or non-conformity.
- 12.2. Once a written complaint is received, TechCare Solutions will acknowledge it within 2 working days and, within a reasonable period, evaluate and address the issue by repairing, replacing, or otherwise remedying the defect.
- 12.3. In the absence of a written complaint within the 14-calendar day specified period, the services or products shall be deemed accepted.



### **13. (Industrial and Intellectual) Property of Products**

- 13.1. Unless otherwise agreed in writing, any IT solutions, software, system configurations, and related materials developed exclusively for a client ("Custom Solutions") will become the property of that client upon full payment. However, any generic solutions, pre-existing materials, or components developed by TechCare Solutions that are reused across multiple projects ("Generic Solutions") shall remain the sole property of TechCare Solutions. In such cases, the client is granted a non-exclusive, royalty-free license to use the Generic Solutions as part of the delivered product for its internal business operations.
- 13.2. The customer—whether a business or an individual—is granted a non-exclusive license to use the IT solutions solely within the scope intended by this agreement.
- 13.3. The customer is not permitted to resell, modify, or sublicense any proprietary software or solutions without written permission from TechCare Solutions.

### **14. Right to Use Products**

- 14.1. TechCare Solutions grants the customer the right to use IT solutions delivered under the agreement, subject to the agreed terms.
- 14.2. Once the customer purchases IT equipment from TechCare Solutions, ownership of the equipment transfers upon receipt of full payment. The customer is free to use, sell, or otherwise dispose of the hardware at its discretion. However, any modification of embedded software or firmware—without prior written consent from TechCare Solutions—may void any ongoing support contracts or warranties that would otherwise apply.
- 14.3. TechCare Solutions retains the right to use components of its IT solutions for promotional purposes, case studies, or internal development, provided no confidential customer data is disclosed.

### **15. Warranty for Services**

- 15.1. TechCare Solutions warrants that all IT services will be performed with reasonable skill, care, and in accordance with industry standards.
- 15.2. The warranty period for services shall be as expressly agreed in the contract. During this period, TechCare Solutions will use commercially reasonable efforts to remedy any reported deficiencies.
- 15.3. This warranty excludes issues arising from unauthorized modifications, misuse, or failure to adhere to prescribed maintenance guidelines.

### **16. Warranty for Products**

- 16.1. TechCare Solutions warrants that installed IT equipment and related products will be free from material defects in workmanship and materials under normal use for the warranty period specified in the agreement.



- 16.2. Upon written notice of any defect during the warranty period, TechCare Solutions will, at its discretion, repair, replace, or otherwise remedy the issue.
- 16.3. This warranty does not cover defects or malfunctions resulting from accidents, misuse, unauthorized modifications, or failure to follow installation or maintenance instructions. Third-party components are covered only to the extent provided by their applicable warranties.
- 16.4. TechCare Solutions provides no further warranty, either direct or indirect, with respect to the products.

## **17. Liability**

- 17.1. TechCare Solutions' liability for direct damages arising from its negligence or failure to deliver services as agreed shall be limited to the total fees paid by the customer for the affected services or products.
- 17.2. In no event shall TechCare Solutions be liable for any indirect, consequential, incidental, or special damages—including lost profits, revenue, or data—even if advised of the possibility of such damages.
- 17.3. The customer agrees to maintain appropriate insurance coverage to protect against risks associated with data loss, equipment failure, and business interruptions.

## **18. Force Majeure**

- 18.1. In the event of force majeure, TechCare Solutions has the right to suspend its obligations under the agreement with the customer or to terminate the agreement, in whole or in part, by written declaration, without TechCare Solutions being liable for any compensation for damages. Force majeure is defined as any event beyond TechCare Solutions' reasonable control that prevents or delays the fulfillment of its obligations under the agreement.
- 18.2. Force majeure includes, but is not limited to:
  - 18.2.1. Cyberattacks, hacking, or data breaches beyond TechCare Solutions' control
  - 18.2.2. Major ISP or cloud provider outages affecting service delivery
  - 18.2.3. Government-imposed IT regulations or compliance changes
  - 18.2.4. Understood historical causes of force majeure, including but not limited to acts of God, earthquakes, floods, fires, storms, and other natural disasters
  - 18.2.5. War, terrorism, civil unrest, or acts of sabotage
  - 18.2.6. Labor strikes, industrial disputes, or other disruptions in the supply chain
- 18.3. If an event of force majeure occurs, TechCare Solutions will notify the customer as soon as reasonably possible, specifying the nature of the force majeure event and, if applicable, the estimated duration of the delay or impact on performance.



- 18.4. If the force majeure event continues for a period exceeding sixty (60) days, either party has the right to terminate the agreement by written notice, without liability for damages, except for the obligation to pay for any services or products already delivered by TechCare Solutions prior to the force majeure event.
- 18.5. In the event of termination due to force majeure, the customer remains responsible for payment for any completed portions of the agreement or partial deliveries made by TechCare Solutions prior to the termination.
- 18.6. This force majeure clause does not excuse the customer from its payment obligations for services or products already delivered, unless these obligations are themselves prevented by the force majeure event.

## **19. Early Termination**

- 19.1. The customer may not terminate the agreement early without TechCare Solutions' prior written consent.
- 19.2. In the event of early termination, the customer shall pay for all work completed up to the termination date, including any non-recoverable costs incurred.
- 19.3. The customer shall also compensate TechCare Solutions for any documented damages or losses resulting from the premature termination.
- 19.4. All proprietary materials, installed equipment, and service documentation provided by TechCare Solutions must be promptly returned upon termination.

## **20. Termination and Consequences**

- 20.1. TechCare Solutions may terminate the agreement with immediate effect by written notice if the customer fails to remedy a material breach within 15 days of receiving notice.
- 20.2. Upon termination, all outstanding fees for services rendered and products delivered up to the termination date shall become immediately due.
- 20.3. The customer must return all proprietary materials, documentation, and any IT equipment installed by TechCare Solutions within seven days of termination. Failure to comply within this timeframe may result in additional fees or legal action by TechCare Solutions.
- 20.4. Termination does not affect obligations intended to survive, including but not limited to confidentiality, indemnification, and liability limitations.
- 20.5. In the event of termination as described in this article, TechCare Solutions has the right to retrieve (parts of) the product that it has already delivered to the customer, provided that TechCare Solutions gives at least 24 hours' written notice.
- 20.6. In the event of termination as described in this article, the customer is required to compensate TechCare Solutions for all damages resulting from the customer's failure to comply with the agreement.



20.7. In the event of termination as described in this article, the customer is required to comply with all provisions of the agreement that, by their nature, are intended to continue after the termination of the agreement. These obligations include, but are not limited to, those specified in the articles of these terms and conditions relating to ownership of products, (industrial and intellectual) rights, liability, indemnification, confidentiality, applicable law, and jurisdiction.

## **21. Indemnification**

- 21.1. The customer shall indemnify, defend, and hold harmless TechCare Solutions, its contractors from any claims, liabilities, losses, damages, or expenses (including reasonable attorney fees) arising out of:
- 21.1.1. any breach of this agreement by the customer;
  - 21.1.2. any unauthorized use or modification of TechCare Solutions' products or services; and
  - 21.1.3. any actions or omissions by the customer or its contractors that result in harm or loss.
- 21.2. TechCare Solutions will notify the customer promptly of any claim subject to indemnification, and the customer shall have the right to control the defense and settlement, with TechCare Solutions permitted to participate at its own expense.

## **22. Confidentiality**

- 22.1. Both TechCare Solutions and the customer agree to maintain strict confidentiality regarding all sensitive business, IT, and network-related information exchanged.
- 22.2. TechCare Solutions will implement appropriate cybersecurity measures to protect client data.

## **23. Damages**

- 23.1. Should the customer violate key provisions of this agreement—such as unauthorized distribution, early termination without consent, or breach of confidentiality—a penalty shall be imposed.
- 23.2. The liquidated damages will be either a fixed penalty of \$1,000 per violation or, at TechCare Solutions' discretion, \$500 per day for each day the violation continues, subject to a maximum cap of \$10,000 per incident.
- 23.3. These penalties are in addition to any other remedies available under this agreement or applicable law.
- 23.4. Both parties agree that the penalties specified in 23.2 shall be deemed liquidated damages and not a penalty, in addition to any further damages proven at trial. Furthermore, if any other unlawful activity is threatened against TechCare Solutions, such acts shall be considered irreparable harm, entitling TechCare Solutions to seek injunctive relief in a court of appropriate jurisdiction.





## **24. Applicable Law**

24.1. These terms and conditions, and all rights and obligations arising from them, are governed by U.S. law.

24.2. Contracts for the International Sale of Goods does not apply.

## **25. Jurisdiction**

25.1. All disputes arising from these terms and conditions, including any disputes related to the agreement between TechCare Solutions and the customer, shall be submitted to the exclusive jurisdiction of the state or federal courts located in Bexar County, Texas.

## **26. Final Provisions**

26.1. If (a part of) a provision/article of these terms and conditions is found to be null and void (in whole or in part), that (part of) the provision/article shall be deemed unwritten. In that case, the remaining provisions/articles of these terms and conditions shall remain in full force.

## **27. Data Privacy Compliance**

27.1. TechCare Solutions shall comply with all applicable U.S. data privacy laws, including the California Consumer Privacy Act (CCPA) and relevant federal and state regulations.

27.2. Cybersecurity measures shall be implemented and maintained to safeguard customer data. In the event of a data breach, TechCare Solutions will notify the customer within 72 hours, detailing the breach and planned mitigation efforts.

27.3. Customer data will not be sold or disclosed to third parties except as required by law or to deliver IT services, and only under strict confidentiality obligations.

27.4. For any transfer of personal data outside the United States, appropriate data protection measures will be ensured.

27.5. The customer is responsible for ensuring that all personal data provided has been lawfully obtained and that all necessary consents have been secured.

27.6. Personal data will be retained only as long as necessary to fulfill contractual obligations or as required by law, after which it will be securely disposed of.

27.7. Cross-Border Transfers: If personal data is transferred outside the U.S., adequate protection measures will be in place to ensure compliance with applicable data protection standards.

27.8. Customer Responsibility: The customer ensures that personal data shared with TechCare Solutions has been lawfully collected and that necessary consents from data subjects have been obtained.