

# Terms and Conditions

**Effective Date:** June 2026

## 1. Introduction

These Terms and Conditions ("Terms") govern access to and use of the website <https://tbdforall.com> ("Website") and any services provided by TBDforALL s.r.o. ("Company", "we", "us", or "our").

By accessing our Website or using our services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must discontinue use of the Website and services immediately.

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## 2. Company Information

**TBDforALL s.r.o.**

Lidická 700/19  
Veveří, 602 00 Brno  
Czech Republic

Company ID (IČO): 245 89 527

Website: <https://tbdforall.com>

Email: [legal@tbdforall.com](mailto:legal@tbdforall.com)

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## 3. Scope of Services

The Company provides services including, but not limited to:

- Custom software development
- Web application development
- Mobile application development
- IT consultancy
- Technical advisory services
- Cloud infrastructure services
- Data processing services
- Hosting services
- Managed IT services
- Web portal development and management
- Digital transformation solutions
- Integration and automation services
- Technical support and maintenance

Specific services shall be governed by separate contracts, statements of work, service agreements, proposals, or quotations where applicable.

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## 4. Eligibility

You represent and warrant that:

- You are at least 18 years of age.
- You have legal capacity to enter into binding agreements.
- You will use the Website and services in compliance with applicable laws and regulations.

If you are acting on behalf of a company or organization, you confirm that you have authority to bind that entity to these Terms.

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## 5. Website Use

You agree to use the Website only for lawful purposes.

You must not:

- Violate applicable laws or regulations.
- Attempt unauthorized access to systems or networks.
- Interfere with Website operation.
- Distribute malware, viruses, or harmful code.
- Engage in data scraping or automated extraction without permission.
- Impersonate any person or entity.
- Use the Website for fraudulent or deceptive activities.

We reserve the right to suspend or terminate access for violations of these Terms.

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## 6. Service Agreements

Any project, consultancy engagement, hosting service, or development work may require a separate written agreement.

Such agreements may define:

- Scope of work
- Deliverables
- Timelines
- Service levels
- Support obligations
- Pricing

- Payment schedules
- Intellectual property ownership
- Confidentiality requirements

Where a separate agreement exists, that agreement shall prevail over these Terms regarding the specific service.

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## 7. Quotes and Proposals

All quotations, proposals, estimates, and project plans:

- Are valid only for the stated period.
  - May be withdrawn before acceptance.
  - Are subject to changes in scope.
  - Do not constitute a legally binding commitment until accepted by both parties.
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## 8. Client Responsibilities

Clients agree to:

- Provide accurate information.
- Deliver required materials promptly.
- Designate authorized contacts.
- Cooperate during project execution.
- Review deliverables within agreed timelines.
- Maintain lawful rights to any data or content supplied.

Delays caused by the client may impact project schedules and delivery dates.

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## 9. Fees and Payment

Unless otherwise agreed:

- Invoices are payable within fourteen (14) days.
- Fees are stated exclusive of taxes unless indicated otherwise.
- Clients are responsible for applicable taxes, duties, and governmental charges.

Failure to pay may result in:

- Suspension of services.
- Restricted access to hosted systems.
- Delayed project delivery.
- Recovery actions permitted by law.

The Company reserves the right to charge statutory interest on overdue payments.

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## **10. Intellectual Property**

### **Company Intellectual Property**

All Website content including:

- Designs
- Source code
- Graphics
- Branding
- Documentation
- Methodologies
- Frameworks
- Know-how

remains the property of TBDforALL s.r.o. unless otherwise agreed in writing.

### **Client Intellectual Property**

Clients retain ownership of materials provided to the Company.

The client grants the Company necessary rights to use such materials solely for service delivery.

### **Project Deliverables**

Ownership of deliverables shall be governed by the applicable project agreement.

Unless otherwise agreed:

- Ownership transfers only after full payment.
- Pre-existing Company tools and frameworks remain Company property.

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## **11. Open Source Software**

Services may incorporate third-party or open-source software.

Such software remains subject to its respective licenses and terms.

The Company makes no warranties beyond those provided under applicable licenses.

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## 12. Hosting and Cloud Services

Where hosting or cloud services are provided:

- Availability targets may be defined in separate agreements.
- Scheduled maintenance may cause temporary interruptions.
- The Company may utilize third-party infrastructure providers.

The Company does not guarantee uninterrupted service unless explicitly stated in a Service Level Agreement (SLA).

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## 13. Data Processing

Where services involve processing personal data:

- The parties shall comply with applicable data protection laws.
- Separate Data Processing Agreements (DPAs) may be executed.
- Clients remain responsible for ensuring a lawful basis for processing.

The Company's Privacy Policy forms part of these Terms where applicable.

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## 14. Confidentiality

Both parties agree to maintain confidentiality regarding non-public information disclosed during the relationship.

Confidential information includes:

- Technical information
- Business plans
- Pricing
- Customer information
- Trade secrets
- Security information

This obligation survives termination of services.

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## 15. Acceptable Use

Users must not use Company services to:

- Distribute malware
- Engage in hacking activities

- Send spam
- Conduct fraudulent activities
- Infringe intellectual property rights
- Host illegal content
- Violate sanctions or export control laws

The Company may suspend services immediately for violations.

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## 16. Warranties Disclaimer

The Website and services are provided on an "as is" and "as available" basis.

To the fullest extent permitted by law, the Company disclaims all warranties, including:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Continuous availability
- Error-free operation

No guarantee is made that services will be uninterrupted or free from defects.

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## 17. Limitation of Liability

To the maximum extent permitted by law, TBDforALL s.r.o. shall not be liable for:

- Indirect damages
- Consequential damages
- Loss of profits
- Loss of revenue
- Loss of business opportunities
- Loss of data
- Reputational harm

Where liability cannot be excluded, the Company's aggregate liability shall not exceed the total amount paid by the client during the twelve (12) months preceding the claim.

Nothing in these Terms excludes liability that cannot be excluded under applicable law.

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## 18. Indemnification

You agree to indemnify and hold harmless TBDforALL s.r.o., its directors, employees, contractors, and affiliates from claims arising from:

- Violation of these Terms
  - Misuse of services
  - Violation of laws
  - Infringement of third-party rights
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## 19. Third-Party Services

The Website or services may integrate with third-party platforms, providers, APIs, or software.

The Company is not responsible for:

- Third-party service availability
- Third-party policies
- Third-party security practices
- Third-party data handling

Use of third-party services is subject to their own terms.

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## 20. Force Majeure

The Company shall not be liable for delays or failures caused by events beyond reasonable control, including:

- Natural disasters
  - War
  - Terrorism
  - Government actions
  - Internet outages
  - Cyberattacks
  - Labor disputes
  - Utility failures
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## 21. Suspension and Termination

We reserve the right to suspend or terminate access to the Website or services if:

- These Terms are violated.

- Payments remain overdue.
- Use poses security risks.
- Required by law.

Termination does not affect accrued rights or obligations.

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## **22. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the Czech Republic.

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## **23. Jurisdiction**

Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the competent courts of the Czech Republic unless mandatory law requires otherwise.

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## **24. Severability**

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## **25. Entire Agreement**

These Terms, together with any applicable agreements, Privacy Policy, Data Processing Agreement, and service-specific documents, constitute the entire agreement between the parties regarding the subject matter herein.

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## **26. Changes to Terms**

We may update these Terms from time to time.

Updated versions will be published on the Website with a revised effective date.

Continued use of the Website or services following publication constitutes acceptance of the revised Terms.

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## **27. Contact Information**

For legal, contractual, or compliance matters, contact:



**TBDforALL s.r.o.**

Lidická 700/19  
Veveří, 602 00 Brno  
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Email: [legal@tbdforall.com](mailto:legal@tbdforall.com)

Website: <https://tbdforall.com>