

Master Service Agreement

Terms & Conditions



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Terms and Conditions

These Terms and Conditions (the "Agreement") govern the provision of services by **PortPal Solutions S.L.**, a company registered in the Canary Islands, Spain, with Tax Number B70652029 and registered office at Plaza Fuero Real de Gran Canaria, n4, 35004 Las Palmas de Gran Canaria. By using our Software-as-a-Service (SaaS) offerings, you agree to comply with the following terms and conditions, which reference our "Security, Backup Data, SLA, and Architecture" document.

1. General Terms

PortPal Solutions S.L. provides SaaS licenses under the following terms for companies and individuals (referred to as "Client") based in the Canary Islands, Spain. These services are available for business purposes only, and all Clients agree to use the services in accordance with this Agreement.

2. Access and Use of SaaS Services

- **2.1 License.** Upon payment of the applicable fees, PortPal Solutions S.L. grants the Client a limited, non-transferable, non-exclusive license to access and use the SaaS services for the number of authorized users specified in the quote and invoice.
- **2.2 Restrictions.** The Client agrees not to reverse-engineer, modify, or create derivative works from the SaaS service. The Client must ensure that the service is used only for lawful purposes, and any violation may result in the immediate termination of the Client's access to the service.
- **2.3 Service Availability.** PortPal Solutions S.L. guarantees uptime as outlined in our Service Level Agreement (SLA), which is detailed in the "Security, Backup Data, SLA, and Architecture" document.

3. Fees and Payments

- **3.1 Fees.** All fees for SaaS services must be paid as per the agreed terms in the invoice or contract. The fees are non-refundable once the service is provided, except as explicitly stated in this Agreement.

- **3.2 Taxes.** All applicable taxes, including IGIC (Impuesto General Indirecto Canario), shall be borne by the Client. Failure to pay the applicable taxes may result in the suspension of services.
- **3.3 Payment Terms.** Payment for services must be made within 15 days from the invoice date via bank transfer to the account detailed on the invoice. Failure to comply may result in the suspension or termination of the service.

4. Security, Backup, and Data Policies

All security, backup, and data-related processes are handled as described in the "Security, Backup Data, SLA, and Architecture" document, which is incorporated into these Terms and Conditions by reference. Clients are advised to familiarize themselves with this document to understand PortPal's approach to encryption, data retention, and incident response.

5. Termination and Suspension

- **5.1 Termination by Client.** The Client cannot terminate this Agreement prior to the duration stated in the quote and invoices. However, the Client has a 30-day period from the start of the contract to decide if they wish to cancel and receive a full refund. After this period, the Client is committed to the full duration of the contract, and no early termination will be permitted. Any outstanding fees must be paid in full.
- **5.2 Termination by PortPal.** PortPal Solutions S.L. reserves the right to terminate or suspend services immediately if the Client fails to comply with any of the terms set out in this Agreement or is involved in activities that could damage the integrity of the service or breach security.
- **5.3 Data Access Upon Termination.** The Client will have access to their data for 30 days after termination or expiration of the Agreement. After this period, all data will be securely deleted.

6. Limitation of Liability

To the maximum extent permitted by law, PortPal Solutions S.L. will not be liable for any indirect, incidental, special, or consequential damages arising from the use of its services. The maximum

liability for direct damages shall not exceed the total amount paid by the Client in the 12 months preceding the claim.

7. Governing Law and Jurisdiction

This Agreement is governed by the laws of Spain, specifically the laws applicable in the Canary Islands. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in Las Palmas de Gran Canaria.

8. Miscellaneous

- **8.1 Entire Agreement.** This Agreement, together with the referenced "Security, Backup Data, SLA, and Architecture" document, constitutes the entire understanding between the Client and PortPal Solutions S.L. regarding the use of SaaS services.
- **8.2 Amendments.** PortPal Solutions S.L. reserves the right to modify these Terms and Conditions at any time. The updated Agreement will be posted on our website, and continued use of the service constitutes acceptance of the revised terms.