

## Terms and Conditions

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## 1. Agreement and Contact Information

- a. These Terms and Conditions ("Agreement") govern the services provided by Merlin Tech Solutions LLC ("Company," "we," "us," or "our") to the client ("Client," "you," or "your"). We recommend that you print a copy of these Legal Terms for your records.
- b. We operate the website [merlintechnsolutions.com](http://merlintechnsolutions.com) (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services"). You can contact us by phone at (804) 460-9974 or email us at [contact@merlintechnsolutions.com](mailto:contact@merlintechnsolutions.com). All disputes and legal questions should be submitted in writing to [contact@merlintechnsolutions.com](mailto:contact@merlintechnsolutions.com).
- c. These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Merlin Tech Solutions LLC, concerning your access to and use of the Services. You agree that by engaging with our Services, you have read, understood, and agreed to be bound by all of these Legal Terms.
- d. The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

## 2. Definitions

- a. "Confidential Information" refers to any information or material, whether written, electronic, oral, or otherwise, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that is identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the context of its disclosure. This includes, but is not limited to, proprietary information, business plans, customer and supplier details, trade secrets, financial data, product specifications, intellectual property, technology, software, and any other information that provides the Disclosing Party with a competitive advantage or is otherwise sensitive in nature. Confidential Information does not include information that:
  - i. is or becomes publicly available through no breach of this Agreement by the Receiving Party;
  - ii. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or

- iii. is disclosed to the Receiving Party by a third party who, to the Receiving Party's knowledge, is not in violation of any confidentiality obligations to the Disclosing Party.
- b. "Protected Information" refers to any data, information, or material, whether in physical or electronic form, that is subject to legal, regulatory, or contractual obligations governing its confidentiality, integrity, and security. This includes, but is not limited to:
  - i. **Personally Identifiable Information (PII):** Any information that can be used to identify an individual, such as names, addresses, phone numbers, email addresses, social security numbers, financial information, and other personal details.
  - ii. **Health Information (PHI/Protected Health Information):** Any data related to an individual's medical history, health conditions, treatment, or insurance status, including information protected by laws such as HIPAA (Health Insurance Portability and Accountability Act) in the United States.
  - iii. **Financial Information:** Any data regarding the financial status, transactions, bank account details, credit card numbers, or other financial information protected under regulations such as PCI DSS (Payment Card Industry Data Security Standard).
  - iv. **Regulated Data:** Any data subject to specific regulatory requirements, including but not limited to the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), and other applicable national, state, or international laws governing the collection, processing, and sharing of data.
  - v. **Classified or Government Data:** Information designated as classified or protected under national security or government regulations.
- c. "Sensitive Information" refers to data that is either Confidential or Protected per the above definitions.
- d. "Deliverables" refers to the final products, reports, analyses, and other work output provided by the Company to the Client.
- e. "Agreement" refers to this Terms and Conditions document and any attached documents, including the SOW (Statement of Work).
- f. "Contractor" refers to any third-party individual or entity that the Company may engage for services on behalf of the Client.

- g. “Personnel” refers to all individuals or entities, whether employees, contractors, subcontractors, agents, or any other third-party individuals or organizations, engaged by the Company to provide services or perform work for the Client under this Agreement.
- h. “Managed Services” refers to services provided by the Company where the Company takes responsibility for the ongoing management, monitoring, maintenance, and support of a Client's systems, infrastructure, or processes. These services are typically proactive and may include regular updates, security patches, troubleshooting, and ensuring optimal performance. All Managed Services offered by the Company will receive an SLA (Service Level Agreement) as part of their contract.
- i. “Unmanaged Services” refers to services where the Company provides the Client with access to certain resources, tools, plans, systems, or solutions, but the Client is responsible for the day-to-day operation, management, and maintenance of those resources. The responsibility for those services rests with the Client, though an SLA may still be provided to ensure alignment on deliverables.

### 3. Scope and Statement of Work

- a. The Company will perform the Services as agreed upon in the attached statement of work ("SOW"). The SOW will outline the specific scope, timelines, and deliverables for each engagement. Both the company and the client must agree to and sign the SOW before work can begin.

#### **Responsibilities of the Company:**

- b. Provide the services as described in the SOW.
- c. Provide all required deliverables on time, unless otherwise agreed upon in writing by both parties (or unable to due to [Force Majeure](#) or waiting on items from the Client). In the case of waiting on Client deliverables, the SOW may be modified to address the new timeline.
- d. Assign qualified personnel to perform services in accordance with industry standards.
- e. Maintain confidentiality of all client data as per the Privacy Policy.
- f. Ensure compliance with applicable laws and regulations regarding data protection.

#### **Responsibilities of the Client**

- g. Provide timely access to information, systems, and personnel as needed for the Company to perform the services.
- h. Review and approve all deliverables in a timely manner.
- i. Ensure that all fees are paid in accordance with the payment terms outlined in the SOW.
- j. Maintain confidentiality of any sensitive information shared by the Company.
- k. Abide by the security protocols set by the Company when using any tools or accessing data provided.

#### 4. Payment Terms

- a. The payment plan will be outlined in the SOW and will generally be due at project start or within thirty days of the invoice date.
- b. Any overdue payments may incur a late fee of 15% per payment (capping at up to three months of non-consecutive payment before services are paused and no further payments will be collected.)
- c. Consecutive nonpayment may result in service termination (see [Termination](#) below).
- d. Potential payment items for the SOW include but are not limited to:
  - i. **Hourly Rate:** Charge per hour for services rendered unless otherwise stated.
  - ii. **Flat Fee:** A flat fee will be charged upfront or in installments for the completion of specific tasks or milestones as outlined in the SOW.
  - iii. **Retainer:** A retainer fee may be required to secure ongoing services and schedule the work.
  - iv. **Additional Charges:** Additional charges may apply for out-of-scope work, travel, or other special circumstances.
- e. We reserve the right to refuse any order placed through the Services; this is mainly used in cases of suspected fraud, but the company will retain discretion. Refusal will adhere to the laws of Virginia and the United States and not be used to discriminate against any protected class. We may, in our sole discretion, limit or cancel quantities purchased per person, per company, or per order. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.
- f. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and

contact you as needed. Sales tax will be added to the price of purchases as deemed required by us.

- g. You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.
- h. **Subscriptions:** Any subscriptions ordered through the Company will continue and automatically renew unless canceled. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle will depend on the type of subscription plan you choose when you subscribed to the Services.
- i. **Cancellation:** You can cancel your subscription at any time by contacting us using the contact information provided. Your cancellation will take effect at the end of the current paid term. If you have any questions or are unsatisfied with our Services, please submit a written request to our email address. The company will act in good faith to ensure that prices are fair and any required changes are projected well into the future, however
  - i. it will at least provide **thirty days' notice** for changes in **non-subscription** fees or payment structures.
  - ii. It will at least provide **ninety days' notice** for changes in **reoccurring** fees (subscriptions).

## 5. Refund Policy

- a. Services which are not yet begun are eligible for a refund. If payments are scheduled on a monthly basis, months that are not yet begun are eligible for a refund (except in cases where services or fees were purchased for a longer period per the SOW, such as a yearly contract or retainer).

## 6. Confidentiality

- a. Both parties agree to keep all Confidential Information confidential. This includes any proprietary business information, strategies, client lists, and other sensitive data. The parties will:

- i. Not disclose Confidential Information to third parties without prior written consent from the other party.
- ii. Take appropriate measures to safeguard Confidential Information against unauthorized access.
- iii. Continue to honor confidentiality obligations even after the termination of the Agreement.

## 7. Data Protection and Privacy

### Responsibilities of the Company:

- a. The Company recognizes the sensitivity of the Client's data and is committed to protecting it. The Company will only access or use the Client's sensitive data to perform the Services and will ensure that all employees, contractors, and agents comply with these confidentiality terms.
  - i. **Data Handling:** The Company may utilize third-party contractors to assist with some aspects of the Services. All contractors and employees ("Personnel") working with Client data will be required to adhere to the same data protection standards, including strict confidentiality agreements, use of encrypted environments and connections, and adherence to data protection laws and regulations. All sensitive data will be wiped from company property upon project completion. At the client's request, data may be archived and managed as part of the Service or transferred to the client's custody (unless otherwise specified in the SOW.)
  - ii. **Virtual Environments for Sensitive Data:** If the Services involve handling sensitive Client data, the Company may provide personnel with access to **secure managed virtual environments** specifically configured for this purpose. Personnel will not access sensitive Client data on personal or unmanaged devices, ensuring data protection and compliance with security protocols.
  - iii. **Sensitive Data Transfer:** All sensitive data transferred between Company personnel, the Company, and the Client will be encrypted using industry-standard encryption methods.
  - iv. **Regular Data Backups:**
    - i) For Managed Services, all sensitive data sent to the Company will be backed up per industry standards. A Data Backup policy will be provided along with the SOW. The Company's liability for any loss, corruption, or

damage to Client data resulting from Company actions, negligence, omissions, or any other aspect shall be limited to the fees paid by the Client for the affected service during the three-month period preceding the event. The Company shall not be held liable for data corruption or loss resulting from events beyond its reasonable control, including but not limited to natural disasters, acts of government, civil unrest, or internet service provider failures.

- ii) For Unmanaged Services, the Company will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. You are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.
- b. **Data Protection Laws:** The Company will comply with applicable data protection laws (e.g., GDPR, CCPA) when handling Client data.
- c. **Breach Notification:** In the event of a data breach involving Client data, the Company will notify the Client within five hours of detecting the breach and will work with the Client to remediate any issues.

#### **Responsibilities of the Client:**

- d. The Client agrees to:
- e. Provide accurate and complete data to the Company for the performance of the Services.
- f. Ensure that any data provided to the Company does not violate any third-party rights or applicable laws.
- g. Maintain the confidentiality of any data shared with the Company.

## **8. Liability and Indemnification**

- a. The Company shall not be liable for any indirect, special, or consequential damages, including loss of profits, arising from the use of its services or deliverables.



- b. The Client agrees to indemnify and hold harmless the Company from any third-party claims, damages, or legal actions arising from the Client's use of the Company's services.
- c. The Company's total liability under this Agreement will not exceed the total amount paid by the Client for the services in the previous three months.

## 9. Prohibited Activities

- a. You may not access or use the Services for any purpose other than that for which we make the Services available. Please submit all inquiries in writing to our email address.

## 10. Modifications and Interruptions of Service

- a. Managed services will receive an SLA (Service Level Agreement) to sign as part of their contract. Below are the general terms for unmanaged services:

### Modifications to Services

- i. **Right to Modify:** The Company reserves the right to modify, update, or enhance the Services provided under this Agreement, at any time and for any reason, including to improve performance, address security vulnerabilities, comply with legal or regulatory requirements, or introduce new features. Any modifications will be made in a manner that minimizes disruption to the Client's operations.
- ii. **Notification of Changes:** The Company will notify the Client in advance of any significant changes to the Services that may affect the Client's usage, functionality, or access. Notification of significant changes will be provided via email at least 15 days in advance unless the change is urgent or required by law.
- iii. **Impact on Client's Operations:** The Company will make reasonable efforts to ensure that any modifications to the Services do not adversely affect the Client's operations or cause material disruptions. If such modifications are expected to cause significant impact, the Company will discuss and agree on a plan with the Client to mitigate such effects.
- iv. **Acceptance of Modifications:** By continuing to use the Services following a modification, the Client acknowledges and accepts the modified Services. If the Client does not accept the modification, they may terminate the Agreement in accordance with the [termination clause](#) outlined in this contract.

## Interruptions of Service

- b. **Service Availability:** The Company strives to provide continuous and uninterrupted Services; however, interruptions may occur due to maintenance, upgrades, emergencies, or circumstances beyond the Company's control. The Company will make reasonable efforts to minimize downtime and service disruptions.
- c. **Scheduled Maintenance:** The Company may occasionally schedule maintenance for the Services. The Company will notify the Client of scheduled maintenance for services that will affect the client's operations at least 30 days in advance. Maintenance will typically occur during off-peak hours to minimize impact on the Client's operations.
- d. **Emergency Interruptions:** In the event of unexpected technical issues or emergencies that cause service interruptions, the Company will make reasonable efforts to resolve the issue as quickly as possible. The Company will inform the Client of the issue and the expected resolution time, if known, within five hours of identifying the issue. If the expected resolution time is not known, the Company will share its mitigation plan with the Client and will update you on the resolution time as soon as it is known.
- e. **Force Majeure:** The Company will not be held liable for interruptions or delays in Service caused by events beyond its reasonable control, including but not limited to natural disasters, acts of government, civil unrest, or internet service provider failures.
- f. **Restoration of Service:** In the event of an interruption, the Company will prioritize restoring the Services as quickly as possible. The Company will provide regular updates to the Client regarding the status of the restoration process.
- g. **Impact on Fees:** Unless otherwise noted in the SLA or other contractual documents, interruptions of Service will not result in the waiver or reduction of fees. The Client acknowledges that the Company's provision of Services may be impacted by events beyond its control.

## 11. Force Majeure

- a. Neither party will be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, or technological failures.

## 12. Termination of Services

- a. Services may be terminated by either party with 15 days' written notice.
- b. In case of termination, the Client agrees to pay for all services rendered up to the date of termination.
- c. Advance Payments will not be refunded (for example year-long contracts or retainer fees. Such payments will be clearly marked in their SOWs).
- d. Upon termination, both parties will return all Confidential Information to the other party and ensure that all data is securely erased from their systems.
- e. **Termination for Breach:** Both parties reserve the right to terminate Services immediately if the other party breaches any terms of this Agreement.
- f. **Survival of Terms:** Even in the case of termination of Services, the terms of this agreement will survive and remain in effect. These obligations shall continue to bind the Parties as applicable, regardless of the termination or expiration of this Agreement.

## 13. Intellectual Property Rights

- a. We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks"). Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world. The Content and Marks are provided in or through the Services "AS IS" for your internal business purpose only.
- b. Subject to your compliance with these Legal Terms, we grant you a non-exclusive, non-transferable, revocable license to: access the Services; and download or print a copy of any portion of the Content to which you have properly gained access. solely for your internal business purpose. Except as set out in this section or elsewhere in our Legal Terms, or with our express written permission, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever.
- c. If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please send us your request via email. If

we grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content. We reserve all rights not expressly granted to you in and to the Services, Content, and Marks. Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms.

- d. Unless otherwise noted in the SLA, SOW, or other contractual documents:
- e. The Client retains ownership of all data, content, and intellectual property they provided to the Company.
- f. The Company retains ownership of any deliverables (tools, templates, proprietary methods, solutions, or other products developed during the provision of services.)
- g. The Client is granted a non-exclusive, non-transferable license to use the Deliverables for their business purposes.
- h. Pre-existing IP: Any intellectual property, deliverables, or tools used by the Company, Client, or a third party that existed prior to the engagement will remain the property of that party.

## 14. Non-Compete

- a. The Client agrees not to directly compete with the Company in any related service areas for a period of one year after termination.

## 15. Dispute Resolution

- a. These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the Commonwealth of Virginia, applicable to agreements made and to be entirely performed within the Commonwealth of Virginia, without regard to its conflict of law principles.
- b. Dispute Resolution: Any disputes arising from this Agreement will first be addressed through good faith negotiations. If those negotiations fail, the dispute will be resolved through binding arbitration in Richmond, Virginia.
  - i. **Informal Negotiations:** To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any

Dispute informally for at least sixty days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

- ii. In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## 16. Amendments and Modifications

- a. Any significant amendments to this Agreement must be made in writing and signed by both parties. Non-significant amendments include correcting typographical errors, formatting, logo, color, design, layout, grammar, or providing clarification that does not change the meaning of the corrected sections. Signed and dated copies of all contracts will be stored by the company (and can be stored by the Client if they like) for audit trail purposes.

## 17. Corrections

- a. There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time without prior notice.

## 18. Services Management

- a. We reserve the right to, in our sole discretion and without limitation, notice, or liability, manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services, such as removing, archiving, or sunseting large files or programs. Client Data and program management will be further defined in the SOW.

## 19. Other Policies

- a. We care about data privacy, security, and safety. Please review our Privacy and Cookie Policy: [merlinsolutions.com/policies](https://merlinsolutions.com/policies). By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised: the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

## 20. Miscellaneous

- a. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

## 21. Electronic Communications, Transactions, and Signatures

- a. "Using electronic communications" includes but is not limited to using our digital Services, sending us emails, and completing forms via online channels. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other

records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the services. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## 22. Signature

- a. By signing below, both parties agree to the terms outlined in this Agreement. This Agreement becomes effective on the date of the last signature below.

**Company Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Client Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*If signing this Agreement digitally, both parties acknowledge that such a signature is as legally binding as a handwritten signature. The parties agree that this Agreement may be executed electronically through digital signature platforms, such as [e.g., DocuSign, Adobe Sign], or via email confirmation of acceptance. Digital signatures will be treated as original signatures for all purposes of this Agreement.*

*Both parties further agree that the exchange of signed documents via email or electronic format is acceptable and valid under the applicable laws.*