

Terms and Conditions of Service for Voorbrand Business Service and Solutions and its affiliates

Effective Date: 12/09/2024

1. Introduction

Welcome to Voorbrand and Affiliates. These Terms and Conditions (the "Agreement") govern the use of the services and solutions provided by Voorbrand and Affiliates ("we," "us," or "the Company") to our clients ("you" or "the Client"). By accessing or using our services, you agree to comply with and be bound by these terms. Voorbrand is an assumed name of Advance Ventures LLC, registered in the state of Texas, USA.

2. Services Provided

Voorbrand provides a range of corporate, business, and logistical services and solutions to clients, including but not limited to:

- Business consulting and management services
- Corporate advisory services
- Logistics management and support
- Strategic planning and operations solutions
- Any other services as detailed in a separate Service Agreement that is signed by both the Company and the Client.

3. Client Responsibilities

As a client, you agree to:

- Provide accurate and complete information necessary for the execution of services.
- Cooperate with us in a timely manner, including responding to requests and providing necessary approvals for the execution of services.
- Comply with all applicable laws and regulations while utilizing our services.
- Be responsible for any third-party agreements or obligations arising from your use of our services.

4. Fees and Payment

- All fees for services rendered by Voorbrand and Affiliates are outlined in the individual service agreements or invoices provided.
- Payment is due as specified in each agreement or invoice. Any late payments will be subject to a 10% late fee per month.
- We reserve the right to suspend or terminate services if payment is not made in accordance with the agreed terms.

5. Liability and Indemnification

- Limitation of Liability: Voorbrand and Affiliates shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the provision of services, even if we have been advised of the possibility of such damages. This includes but is not limited to lost profits, lost business opportunities, or damage to reputation.

- Indemnification: You agree to indemnify, defend, and hold harmless Voorbrand and Affiliates, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, expenses (including legal fees), or other costs arising out of or related to:
 1. Your breach of this Agreement or any applicable laws or regulations.
 2. Any third-party claims arising out of your use of our services.
 3. Any actions or omissions that result in harm or loss to any third party.
- No Guarantee of Results: While we strive to provide the best possible services, we do not guarantee any specific outcomes or results. The success of our services may vary based on numerous factors beyond our control.

6. Confidentiality

Both parties agree to maintain the confidentiality of any confidential information shared during the course of the business relationship. This includes all proprietary, financial, and business-related information. Confidentiality obligations will survive the termination of this Agreement.

7. Termination of Services

- Either party may terminate the service relationship by providing written notice to the other party.
- If you terminate the services before completion of any work or deliverables, you agree to pay for any work performed up to the point of termination.
- We reserve the right to suspend or terminate services immediately in cases of non-payment or breach of this Agreement.

8. Force Majeure

Neither party will be held liable for failure to perform under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, natural disasters, government regulations, or other events that prevent the performance of contractual obligations.

9. Governing Law and Dispute Resolution

- This Agreement will be governed by and construed in accordance with the laws of The State of Texas, in the United States of America.
- Any dispute arising out of or in connection with this Agreement shall be resolved through arbitration/mediation in The State of Texas, in the United States of America, before an arbitrator or mediator chosen by mutual agreement of the parties.

10. Amendments

Voorbrand and its affiliates reserve the right to modify, update, or amend these Terms and Conditions at any time. You will be notified of any significant changes, and continued use of our services after such notice will be deemed acceptance of the amended terms.

11. Miscellaneous

- Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any prior agreements or understandings.

- Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- Assignment: You may not assign or transfer your rights under this Agreement without our prior written consent.

By engaging in our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

12. Contact Information

If you have any questions or concerns regarding these Terms and Conditions, please contact us at:

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