

TERMS AND CONDITIONS

Effective Date: **1st June, 2025**

1 Introduction

Welcome to Quantum Spark.

These **Terms and Conditions** govern your use of our website (thequantumspark.com), services, and ad campaigns.

By accessing this website or engaging in our services, you agree to be bound by these terms in full.

2 Definitions

- **“We” or “Quantum Spark”**: Quantum Spark and its team.
 - **“Client” or “You”**: The person or business accessing this site or engaging in our services.
 - **“Services”**: Software development, digital marketing, SEO, ad campaigns, and related services offered by Quantum Spark.
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3 Website Use

- The content on this website (text, code, images, logos) is the intellectual property of Quantum Spark.
 - You may view and use this content for informational and non-commercial purposes only.
 - Unauthorized use, copying, or distribution is prohibited.
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4 Services & Delivery

- The specific services, pricing, timelines, and deliverables will be defined in separate agreements or proposals.
- Quantum Spark agrees to provide services in a professional and reasonable manner.
- All timelines are estimates and may be subject to change due to factors outside our control.

5 Ad Campaigns

- We will create, manage, and optimize campaigns across platforms (such as Google Ads, Meta Ads).
- Success depends on numerous factors (such as market conditions, competition, and budget).
- Quantum Spark does not guarantee specific results (such as lead volumes or sales).

6 Client Responsibilities

- Provide necessary materials (such as logos, content, credentials) promptly.
- Approve strategies, designs, and content in a reasonable time frame.
- Pay all fees and expenses as described in your agreement.

7 Intellectual Property and Code Ownership

- All **code, designs, software components, and other intellectual property** created by Quantum Spark during a project **remain the intellectual property of Quantum Spark**.
- **Transfer of ownership will only be made if:**
 - 1** The **Client explicitly requests it in writing**, and
 - 2** The **Client and Quantum Spark sign a separate transfer agreement**, which may require additional **compensation** to Quantum Spark.
- **Even after transfer**, Quantum Spark **reserves the non-exclusive right to showcase, demonstrate, or feature** the finished product in its portfolio, website, marketing materials, or presentations — while honoring client confidentiality and removing sensitive information upon reasonable request.

8 Confidential Information

- We will treat all client information, strategies, and data as **confidential**.
- We will not disclosure it to third parties without your consent, except if required by law.

9 Liability and Disclaimers

- Our services are provided “**as is**”.
- Quantum Spark disclaims all warranties — express or implied — including fitness for a particular purpose.
- To the fullest extent permitted by law, Quantum Spark's total liability under these terms is limited to the amount you have paid for services in the previous 6 months.

◆ Ad-Specific Disclaimer:

We do not guarantee specific results from campaigns. Conversion rates, lead volumes, and sales depend on numerous external factors, including competition and market conditions.

◆ Third-Party Services:

Some campaigns or services may rely on third-party platforms (such as Google Ads or Facebook Ads). We are not liable for service disruptions or policy decisions made by these platforms.

◆ Client Approvals:

Any advertisement, creative, or landing page must be approved by you before going live. Quantum Spark is not liable for mistakes or inaccuracies in content you have approved.

10 Payment and Fees

- All payments are due within 15 days of the invoice.
- Late payments may incur a 1.5% late fee per subsequent 30 days.
- Certain services may require a deposit or advance.

11 Termination

- Either party may discontinue services with **30 days' written notice**.

- The Client must pay for all services rendered and expenses incurred up to termination.
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1 2 Governing Law and Jurisdiction

These terms shall be governed by and interpreted in conformity with the laws of the **State of New York**.

Any disputes arising under these terms will be subject to the **exclusive jurisdiction of the courts of New York**.

1 3 Amendments

Quantum Spark may revise these terms from time to time.

Any substantial change will be made available on our website 30 days in advance.

Your continued use of our services constitutes your agreement to the amended terms.

1 4 Contact Information

If you have questions about these terms, please contact us at:

Quantum Spark

New York, USA

Email: info@thequantumspark.com