



Stephen Stockdale, Ph.D.

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## Terms and Conditions for BioFigR Services

### 1. Agreement and Scope of Work

1.1. All services provided by BioFigR ("the Provider") will require a formal Contract detailing the agreed scope of work, project deliverables, working hours, and associated fees. This Contract must be signed by both parties before any work commences.

1.2. A Purchase Order outlining the services, estimated costs, and timeline must be generated and agreed upon before the start of the project.

1.3. Any additional work or changes to the agreed scope must be requested in writing and may result in modifications to the Contract, including changes in cost and timeline.

### 2. Invoicing and Payments

2.1. The invoicing amount will be based on the actual work performed. If the client decides to remove certain analyses or modify the scope of the project, the final invoice may vary from the original quote. Any changes will be communicated and agreed upon in writing.

2.2. Working hours for each task will be recorded and provided to the client for review upon request.

2.3. Invoices will be issued at the completion of the agreed services or as outlined in the Contract. Payment terms will be specified in the Contract, with the standard payment period being 30 days from the date of the invoice unless otherwise agreed.

### 3. Communication

3.1. All communication regarding the project, including updates, changes, and support, can be conducted via online meetings, phone calls, or email as agreed upon in the Contract.

### 4. Data Handling and Confidentiality

4.1. Client data will be obtained through email or Dropbox. All data shared with BioFigR will be handled with the utmost care and confidentiality.

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10 Plunkett Terrace, Cobh, Co. Cork, P24 N524, Ireland

Registered in Ireland No.: 767442

VAT No.: Pending Registration



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4.2. The Provider agrees not to share any client data with third parties without the explicit written consent of the client, except as required by law.

4.3. BioFigR will retain client data for the duration of the project and any agreed-upon review period, after which data will be securely deleted unless otherwise requested by the client.

## 5. Project Review and Revisions

5.1. Working hours and progress on the project will be recorded and made available for the client's review to ensure transparency and accuracy in billing.

5.2. Revisions to the deliverables are welcome, provided they fall within the scope of work outlined in the original Contract. Additional revisions outside the agreed scope may incur extra charges.

## 6. Limitations of Liability

6.1. The Provider shall not be liable for any damages resulting from the use of the services or any part of the deliverables provided. It is the client's responsibility to ensure the accuracy and appropriateness of the data for their specific use.

## 7. Termination

7.1. Either party may terminate the Contract with written notice, subject to the terms specified within the Contract. Any work completed up to the point of termination will be invoiced accordingly.

## 8. Governing Law

8.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Ireland. Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the courts of Ireland.

8.2. For clients outside of Ireland, it is agreed that the laws of Ireland will apply to this agreement, but efforts will be made to settle disputes amicably before resorting to legal action.



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## **9. Discounts and Good Faith Testimonial**

9.1. Discounts may be offered at the Provider's discretion and will be outlined in the Contract. These discounts may include, but are not limited to, incentives for authorship, testimonials, repeat clients, referrals, or registered charities.

9.2. If a testimonial is agreed upon as part of the discount, the client agrees to provide the testimonial in good faith within 30 days of the project's completion.

9.3. Should the client be unable to provide the agreed testimonial within the 30-day period, the Provider reserves the right to revoke the discount and issue an updated invoice reflecting the full service cost. This updated invoice will be due for payment within 30 days from the date of issuance.

## **10. Timelines for Delivery of Results**

10.1. The timeline for the delivery of results will be agreed upon in the Contract and is subject to flexibility based on the project's scope, complexity, and any unforeseen circumstances.

10.2. While the Provider will make every effort to meet the agreed deadlines, the client acknowledges that unexpected delays may occur due to the nature of the work. In such cases, the Provider will promptly communicate any changes in the timeline to the client.

10.3. If delays occur due to the client's actions or failure to provide necessary information, the Provider reserves the right to adjust the timeline accordingly.

10.4. If a flexible delivery timeline is agreed upon, the client will receive regular updates on the project's progress and the estimated completion date.

## **11. Client Responsibilities**

11.1. The client agrees to provide all necessary data, information, and feedback promptly to ensure the smooth progression of the project.

11.2. Failure to provide the required materials or respond to communications within 30 days may result in the suspension of services and potential termination of the Contract as per section 7.1.



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## 12. Confidentiality and Data Protection

12.1. BioFigR operates in compliance with GDPR (General Data Protection Regulation) and other applicable data protection laws. All client data will be securely stored and processed.

12.2. The Provider agrees to take all reasonable precautions to prevent the loss, misuse, or unauthorized access of client data.

## 13. Force Majeure

13.1. Neither party shall be liable for any failure or delay in the performance of its obligations under this Contract if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, war, labor disputes, or interruptions in power supply. In such cases, the affected party shall notify the other party as soon as possible and will be granted an extension of time for performance of its obligations.

## 14. Intellectual Property Rights

14.1. All visualizations, analyses, and documents created by BioFigR are considered the intellectual property of the client upon full payment of the final invoice, unless otherwise agreed in writing. BioFigR retains the right to use anonymized versions of the work for portfolio purposes, unless the client explicitly requests otherwise in writing.

## Acceptance of Terms

By signing below, the client agrees to the terms and conditions outlined in this document. If this agreement is made electronically, replying to this email with a typed or digital signature will serve as your confirmation of acceptance of the terms and conditions.

Client Name (Printed): \_\_\_\_\_

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

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

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