



## Terms and Conditions for Accessibility Services

### TERMS AND CONDITIONS OF SERVICE:

#### 1. GENERAL PROVISIONS

- a. The Customer acknowledges that the service provided by AccessiWay constitutes accessibility consulting, which entails a commitment to effort rather than guaranteed results. AccessiWay cannot be held liable for any improper and/or non-compliant use of the accessibility services provided, which shall be considered the sole responsibility of the Customer, thereby releasing AccessiWay from any liability.
- b. AccessiWay is not obligated to review the content and information provided by the Customer.

#### 2. POACHING OF STAFF

- a. The Customer agrees not to engage in any form of poaching of AccessiWay employees, either directly or through third parties, during the entire duration of the accessibility services and for a period of twenty-four months following their termination. Furthermore, the Customer shall not establish any consulting relationships with such individuals without prior written authorization from AccessiWay.
- b. In this context, employee poaching is understood to include, by way of example, any offer of employment and/or collaboration—whether occasional or otherwise—made directly or indirectly by the Customer to employees of AccessiWay. This includes offers made through affiliated or associated companies, entities controlling such companies, or by any other means.
- c. The parties agree that a breach of this obligation obligates the Customer to compensate AccessiWay for the resulting damages. To this end, the parties establish a contractual penalty equal to 100% of the annual gross salary (RAL) of the poached employee or 100% of the employee's annual compensation. This penalty is in addition to any further damages caused by the violation of this prohibition.

**AccessiWay** offers the following services to improve website accessibility:

#### **A. CONSULTING**

## **1. PURPOSE**

1. The Customer engages AccessiWay for specific consulting services to improve accessibility standards, as further detailed in the Order Form, and accepts these terms.

## **2. OBLIGATIONS OF THE PARTIES**

1. AccessiWay undertakes to:
  - a. perform the consulting services described in the Order Form with the necessary professional diligence, organizing and managing the required resources at its own risk, and in accordance with the methods, conditions, and timelines specified in the Order Form.
2. The Customer undertakes to:
  - a. provide full support to AccessiWay to enable it to carry out its duties and manage the project;
  - b. pay the fee within the deadlines specified in the Order Form;
  - c. adhere to the agreed task sequence and communication methods;
  - d. appoint a project coordinator responsible for maintaining technical contact with AccessiWay.

## **3. WORK PLAN**

1. The start date for the work will be agreed upon by AccessiWay and the Customer upon formal acceptance of the Order Form, taking into account the schedules of both parties, unless otherwise specified.
2. The Customer undertakes to provide AccessiWay with all materials necessary for the execution of the work in accordance with the agreed methods and timelines. Delays by the Customer in providing the required materials will result in a corresponding delay in the execution or proper continuation of the consulting services, and AccessiWay cannot be held liable in such cases.
3. If delays, absence, or non-compliance of the materials with the agreed specifications necessitate unforeseen measures by AccessiWay, the Customer agrees to reimburse AccessiWay for the additional costs incurred to carry out these measures, subject to prior approval and invoicing.

## **4. FEES AND EXPENSES**

1. The Customer agrees to pay the fee specified in the Order Form.
2. If the payment deadline for the fee is exceeded, the Customer is required to pay late payment interest in addition to the principal amount, without the need for a formal reminder, and irrespective

of any additional costs or further damages that may arise.

3. The fee does not include:

- Any travel expenses (e.g., meals, accommodation, transportation) explicitly requested by the Customer, which will be estimated in advance and invoiced based on actual costs;
- Additional services not explicitly listed in the Order Form, which may be selected and purchased by the Customer.

4. Also excluded are costs and expenses related to hardware and other materials, hosting, on-site activities, or any activities conducted outside AccessiWay's premises, as well as anything not expressly mentioned in the Order Form.

## **5. Assignment of Rights by the Customer**

1. The Customer acknowledges that they may not transfer the contract or any rights and obligations contained therein to third parties without the prior written consent of AccessiWay.

## **6. Force Majeure**

1. In the event of force majeure, the party unable to fulfill its obligations must notify the other party within three (3) business days, providing all relevant details and taking all reasonable steps to promptly resolve the situation.
2. Neither party shall be held liable for failure to fulfill contractual obligations to the extent that such failure is hindered, delayed, or prevented by a force majeure event that has been duly communicated in accordance with this clause. The deadline for fulfilling the affected obligation(s) will be extended accordingly.