

## Terms and Conditions - NEXUMBITE

Terms - 07/10/2025

Updated: July 10, 2025

### 1. Introduction

These Terms and Conditions ("Terms") govern the access, use, registration, purchase, subscription, interaction, and all forms of engagement with NEXUMBITE, its digital properties, websites, applications, SaaS solutions, software, integrations, hosting services, mobile and desktop applications, UX/UI design services, and any other products, tools, or services provided or facilitated by NEXUMBITE ("Services"). By accessing, browsing, registering for, subscribing to, or using any Services provided by NEXUMBITE, you expressly agree to comply with and be bound by these Terms. These Terms constitute a legally binding agreement between you ("User," "Client," "Subscriber") and NEXUMBITE ("we," "us," or "our").

If you do not agree to any provision of these Terms, you must immediately cease use of all Services and refrain from creating accounts, purchasing, or interacting with NEXUMBITE in any manner.

The Services provided are intended exclusively for lawful purposes, and NEXUMBITE maintains the right to refuse service, suspend access, or terminate accounts at its sole discretion if any User engages in illegal, abusive, fraudulent, or unauthorized activities, or violates these Terms. Users acknowledge that NEXUMBITE is incorporated in Wyoming, USA, and that all

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 [contact@nexumbite.com](mailto:contact@nexumbite.com)

 [nexumbite.com](https://nexumbite.com)

legal rights, obligations, and remedies shall be interpreted, enforced, and adjudicated exclusively under the laws of the State of Wyoming, United States of America, without regard to conflict-of-law principles.

By registering for or using our Services, you confirm that you have read, understood, and agreed to these

Terms and Conditions, as well as the NEXUMBITE [Privacy Policy](#). This acknowledgment serves as a formal declaration of your informed and voluntary acceptance.

## 2. Scope of Services

NEXUMBITE offers a broad range of digital services, including but not limited to: web development, SaaS products, desktop and mobile application development (native or hybrid), system integrations, cloud-hosted solutions, UX/UI design, hosting, content management, payment integration (including credit/debit cards, Stripe, PayPal, and any additional approved payment gateways), consulting, migration, and technical support.

The process begins with the formal signing of the contract, which establishes the terms, expectations, and deliverables for the project. Once the contract is signed, NEXUMBITE will proceed with the creation of a preliminary mockup for the User's approval. This mockup may be presented in paper or digital format and will serve as an early representation of how the site or application will look and function. This step allows the User to suggest changes, additions, or improvements before moving forward with development.

### Changes to the Mockup:

While small aesthetic changes or minor adjustments can be made during the design phase without additional cost, any substantial changes or modifications to the initial scope may incur additional charges. These charges will apply if the changes requested by the User were not part of the original agreement, or if the modifications significantly alter the project's functionality or design requirements. Minor adjustments or aesthetic changes will be handled without additional fees, provided they remain within the scope initially discussed. Substantial changes or shifts in the project's direction may result in a revision of the original pricing and timeline, subject to mutual agreement between NEXUMBITE and the User.

Upon approval of the mockup, NEXUMBITE will proceed to the development phase, where the actual work on the project will begin. This will include all necessary technical development, design implementation, and testing as outlined in the project scope.

### 3. Account Registration and User Obligations

Users must provide accurate, complete, and current information when creating accounts or engaging with Services. Users are solely responsible for maintaining the confidentiality of credentials, passwords, API keys, or other authentication mechanisms. NEXUMBITE shall not be held liable for unauthorized access, misuse, or fraudulent activity arising from negligence,

compromised credentials, or failure to follow security recommendations. Users must notify NEXUMBITE immediately upon suspicion or confirmation of unauthorized access.

#### **4. Payment Processing, Billing, Invoicing, and Refund Policy**

All financial transactions through NEXUMBITE's Services are processed exclusively via secure third-party providers, including Stripe and PayPal, along with major credit and debit card networks. NEXUMBITE does not store complete payment card data on its servers. Payment information is handled in compliance with Payment Card Industry Data Security Standards (PCI DSS) and applicable U.S. regulations.

Users agree to pay all fees associated with the Services according to the schedule, milestones, or invoicing terms set forth in contracts or agreements. NEXUMBITE reserves the right to adjust pricing, impose late fees, suspend Services for nonpayment, or terminate accounts if payment obligations are not met. Official invoices are provided for all purchases in accordance with applicable U.S. tax and accounting laws.

##### **Refund Policy:**

In complex or critical projects, NEXUMBITE offers an 80% refund if a critical error is identified within 14 calendar days following the delivery of the relevant Service or milestone. A "critical error" is defined as a failure that significantly impairs the main functionality of the delivered application or website, rendering it unusable for its intended purpose or obstructing basic operational tasks. This includes severe issues such as security vulnerabilities,

system crashes, or major breakdowns in user functionality that prevent normal use of the service.

Users must notify NEXUMBITE within 14 calendar days of delivery if they identify any critical errors. Upon notification, NEXUMBITE will have 14 additional days to attempt to resolve the reported issue. If the error cannot be corrected within that period, a refund of 80% may be issued. However, this policy does not apply if the error arises from third-party tools, integrations, or services used in conjunction with the Service (such as third-party APIs, plugins, or software) or if the User's own actions or modifications have contributed to the error.

Errors reported after the 14-day notification period will still be considered on a case-by-case basis. While NEXUMBITE does not guarantee a resolution, we encourage users to reach out to discuss any concerns. We will assess the situation and explore possible solutions, though this may not necessarily result in a refund or complete resolution.

#### **Billing and Invoicing for International Clients:**

At present, NEXUMBITE offers billing within the United States and Mexico. For international clients, services may be rendered without issuing a formal invoice, or an invoice may be provided in accordance with U.S. tax regulations. NEXUMBITE is actively working on establishing the legal framework to

operate in additional countries and anticipates offering formal invoicing for international clients very soon.

NEXUMBITE is in the process of expanding its legal and operational structure to accommodate clients in various countries. As part of this process, formal invoicing for international clients will be available in the near future.

For clients in Mexico, invoicing can be issued in accordance with applicable Mexican tax laws as a sole proprietor (Persona Física) while NEXUMBITE completes the steps necessary for broader incorporation. This ensures compliance with local regulations during the interim period.

## **5. Intellectual Property, Trademarks, and Branding**

All software, documentation, code, designs, graphics, user interfaces, trade names, logos, and any other intellectual property created, owned, or licensed by NEXUMBITE remain the exclusive property of NEXUMBITE or its licensors, unless explicitly transferred through a signed, written agreement.

Users are expressly prohibited from copying, reverse-engineering, distributing, sublicensing, or using any intellectual property in a manner that could conflict with NEXUMBITE's ownership or cause reputational or financial harm.

### **License vs. Ownership:**

- For custom-tailored projects delivered as part of a one-time development agreement (e.g., a fully customized

website or application commissioned specifically for a Client), all intellectual property rights related to the delivered assets may be fully transferred to the Client, provided this is stated explicitly in the agreement.

- For SaaS products or subscription-based Services, Clients are granted a non-exclusive, non-transferable, revocable license to use the product for its intended business purposes. No ownership rights are transferred in these cases. Clients may not resell, relicense, replicate, or redistribute any part of the software, codebase, or structure of such Services without express written consent.

#### **Special Note:**

No individual, entity, or third-party may register, use, or operate under any name, brand, or service designation that is confusingly similar to NEXUMBITE or any of its Services. This restriction applies to all users who acquire, subscribe to, or otherwise utilize Services provided by NEXUMBITE.

#### **6. User Conduct and Prohibited Activities**

Users may not engage in any activity that:

- Violates applicable laws, regulations, or court orders.
- Interferes with or disrupts NEXUMBITE's Services, servers, networks, or other users' access.
- Attempts to gain unauthorized access to any portion of NEXUMBITE's infrastructure, databases, or third-party systems used by NEXUMBITE.

- Circumvents any technical or legal protection mechanisms implemented by NEXUMBITE.
- Uses Services for fraudulent, malicious, or abusive purposes, including impersonation, phishing, or propagation of malware.

## 7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXUMBITE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE SERVICES.

NEXUMBITE'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE AMOUNT PAID BY THE USER FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM.

NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD, OR OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

All claims must be filed exclusively in Wyoming, USA, and users waive any right to initiate claims, lawsuits, or legal proceedings in any other jurisdiction worldwide. Users acknowledge that reliance on NEXUMBITE's Services is voluntary and undertaken at their own risk.



## 8. Warranties, Indemnification, and Dispute Resolution

Services are provided “as is” and “as available” without any warranties, express or implied, except as explicitly stated in written agreements. Users agree to indemnify, defend, and hold harmless NEXUMBITE and its affiliates, employees, contractors, and partners from any claims, losses, liabilities, damages, expenses, or legal fees arising from the User’s violation of these Terms, use of the Services, or infringement of intellectual property or contractual obligations.

Disputes shall be resolved through binding arbitration in Wyoming, USA, or in courts of competent jurisdiction within the State of Wyoming, under Wyoming law. Users explicitly waive the right to class-action lawsuits or collective legal proceedings.

## 9. Privacy, Data Protection, and ARCO/GDPR Rights

Users acknowledge that NEXUMBITE’s handling of personal data is governed by the [Privacy Policy](#). NEXUMBITE respects global privacy rights, including rights under the GDPR for EU users, ARCO rights for LATAM users, and U.S. privacy regulations. Users have the right to access, correct, update, delete, or restrict processing of personal data, as described in the [Privacy Policy](#).

## 10. Third-Party Services and Dependencies

Some Services may integrate or interact with third-party services, applications, or platforms. NEXUMBITE is not responsible for the functionality, legality, availability, security, or data handling practices of any third-party services. Users are solely responsible for their interactions with third-party tools and platforms.

## 11. Modifications, Termination, and Suspension

NEXUMBITE reserves the right to modify, suspend, or terminate any Service, account, or access at its sole discretion. Updates to pricing, features, or functionality may occur without prior notice. Users are responsible for reviewing Terms periodically; continued use after updates constitutes acceptance.

Users must agree to these Terms prior to using NEXUMBITE's Services. If Users do not accept these Terms, they must immediately discontinue use and notify NEXUMBITE in writing.

NEXUMBITE reserves the right to terminate or suspend Services for breach of Terms or nonpayment, but will endeavor to provide reasonable notice and an opportunity to cure such breaches when feasible.

## 12. Governing Law and Jurisdiction

These Terms shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, United States of America. Any dispute, claim, or legal action arising from or related to these Terms, the Services, or the Privacy Policy must be filed exclusively in Wyoming, USA, and Users expressly waive the right to initiate proceedings elsewhere.

## 13. Legal Contact

For legal inquiries, complaints, claims, or disputes concerning Terms, Privacy, billing, intellectual property, or contractual obligations:

Email: [legal@nexumbite.com](mailto:legal@nexumbite.com)

#### 14. Miscellaneous

These Terms, together with the [Privacy Policy](#), account agreements, and service contracts, constitute the entire agreement between Users and NEXUMBITE. No oral, verbal, or written representations outside of these documents are binding. If any provision is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

#### 15. Delivery Timelines and Delays

NEXUMBITE shall make commercially reasonable efforts to deliver Services within the timelines agreed upon with the Client. However, all delivery dates are to be considered good-faith estimates and may be subject to adjustments due to scope changes, technical limitations, third-party dependencies, or unforeseen circumstances beyond NEXUMBITE's control.

In the event of any expected delay in delivery, NEXUMBITE will proactively notify the Client in writing with as much advance notice as possible. The parties may then mutually discuss and, where appropriate, agree to reasonable modifications, extensions, or compensatory measures based on the impact of the delay. Such discussions do not automatically entitle the Client to refunds or termination unless explicitly agreed in writing.

Delays shall not constitute grounds for refund, partial refund, or termination of contract unless specifically stated in a separate, binding agreement or unless the delay exceeds a commercially unreasonable timeframe without communication or justification from NEXUMBITE.

#### 16. No Guarantee of Outcomes

NEXUMBITE provides professional services based on best practices, technical expertise, and commercially reasonable standards. However, the Client acknowledges that NEXUMBITE does not and cannot guarantee specific business outcomes, user engagement levels, revenue increases, search engine rankings, or other performance-based results from the Services provided.

Any testimonials, case studies, or performance examples shared by NEXUMBITE are for illustrative purposes only and do not constitute a promise or representation of future results.

#### **17. Service Availability and Maintenance**

While NEXUMBITE endeavors to ensure consistent availability of its Services, including hosting and application uptime, Users acknowledge that temporary interruptions may occur due to routine maintenance, technical upgrades, third-party outages, or other factors beyond NEXUMBITE's reasonable control.

Where possible, NEXUMBITE will provide prior notice of planned maintenance or known service disruptions. Emergency outages may occur without advance notice. NEXUMBITE is not liable for damages or losses resulting from temporary unavailability of Services, provided that reasonable efforts are made to restore service promptly.

#### **18. Client-Initiated Cancellations**

If a Client chooses to cancel a Service or project after payment has been made and work has commenced, the Client may not be eligible for a full or partial refund unless otherwise specified in a written agreement.

Cancellations must be submitted in writing, and NEXUMBITE reserves the right to charge for any work completed or expenses incurred up to the date of cancellation. In certain cases, NEXUMBITE may issue a credit toward future services, at its sole discretion.

#### **19. Official Contract Language**

These Terms and Conditions, as well as all supporting agreements, policies, invoices, and communications, are originally written and legally interpreted in English. Any translations are provided for convenience only and shall have no legal binding effect. In the event of any discrepancy or conflict between the English version and a translation, the English version shall prevail.

#### **20. Eligibility and Age Restrictions**

The Services offered by NEXUMBITE are not intended for use by individuals under the age of sixteen (16). By accessing or using the Services, you represent and warrant that you are at least sixteen (16) years old or that you have obtained verifiable parental or legal guardian consent. If NEXUMBITE becomes aware that personal data has been collected from a user under the age of sixteen (16) without such consent, we will take appropriate steps to delete the information and may suspend or terminate the associated account.