

Terms and Conditions

Effective Date: January 2, 2025

Welcome to Trandesk. These Terms and Conditions ("Terms") outline the rules and regulations for using our website and services. By accessing or using our website and services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our services.

1. Definitions and Interpretation

- 1.1 "Company," "we," "us," or "our" refers to Trandesk, its subsidiaries, affiliates, and employees.
- 1.2 "User," "you," or "client" refers to any individual or entity accessing or using our services.
- 1.3 "Services" refers to the IT solutions, software development, consulting, and related services provided by Trandesk.
- 1.4 "Agreement" refers to the formal contract between you and Trandesk for specific services.

2. Acceptance of Terms

- 2.1 By accessing our website or using our services, you confirm that you have read, understood, and agreed to these Terms.
- 2.2 If you are using our services on behalf of a business or entity, you warrant that you are authorized to bind that entity to these Terms.
- 2.3 These Terms are subject to periodic updates. Continued use of our services after updates constitutes acceptance of the revised Terms.

3. Scope of Services

- 3.1 Trandesk provides a range of IT services, including but not limited to:

Custom software development.

Web and mobile application development.

IT consulting and project management.

Cloud computing and integration services.

3.2 Details of the services provided to you will be outlined in your specific agreement or contract.

3.3 We reserve the right to change, suspend, or discontinue any part of our services at our discretion.

4. User Responsibilities

4.1 You agree to use our services only for lawful purposes and in accordance with these Terms.

4.2 You are responsible for providing accurate, complete, and up-to-date information when engaging our services.

4.3 You shall not:

Use our services to engage in illegal activities.

Attempt to gain unauthorized access to our systems or networks.

Introduce harmful software, malware, or viruses to our systems.

Infringe on the intellectual property rights of Trandesk or third parties.

5. Intellectual Property Rights

5.1 All intellectual property created or provided by Trandesk, including but not limited to software, code, designs, and documentation, remains the sole property of Trandesk unless explicitly transferred under a written agreement.

5.2 You are granted a non-exclusive, non-transferable license to use the intellectual property provided as part of the agreed services.

5.3 Unauthorized reproduction, distribution, or modification of any intellectual property owned by Trandesk is strictly prohibited.

6. Fees, Payments, and Taxes

6.1 Service fees are outlined in your agreement with Trandesk.

6.2 Payment terms will be specified in the invoice or contract and must be adhered to.

6.3 Late payments may result in interest charges, penalties, or suspension of services until payment is received.

6.4 All fees are exclusive of applicable taxes unless otherwise stated. Clients are responsible for any taxes, duties, or government levies applicable to the services.

7. Confidentiality

7.1 Both parties agree to keep confidential any proprietary or sensitive information shared during the course of the engagement.

7.2 Confidential information may only be disclosed to third parties with prior written consent or if required by law.

7.3 This confidentiality obligation will survive the termination of the agreement.

8. Data Protection

8.1 Trandesk complies with the Personal Data Protection Act 2012 (PDPA) in Singapore.

8.2 We collect, use, and store personal data only for purposes outlined in our Privacy Policy.

8.3 You are responsible for ensuring that any personal data you share with us is accurate and provided with proper consent.

9. Limitation of Liability

9.1 To the maximum extent permitted by law, Trandesk shall not be held liable for:

Indirect, incidental, or consequential damages arising from the use of our services.

Loss of revenue, data, or profits due to delays, errors, or service interruptions.

Issues caused by factors beyond our reasonable control, such as natural disasters or cyber-attacks.

9.2 Our total liability, if any, shall be limited to the amount paid for the specific service in question.

10. Warranties and Disclaimers

10.1 While we strive to provide reliable and high-quality services, all services are provided "as is" without warranties of any kind, unless explicitly stated otherwise in your agreement.

10.2 We do not guarantee that our services will be uninterrupted, error-free, or completely secure.

11. Termination

11.1 Either party may terminate the agreement with written notice, as outlined in the contract terms.

11.2 Upon termination, any outstanding fees must be paid immediately.

11.3 All materials, intellectual property, and confidential information provided during the project must be returned or destroyed as agreed.

12. Governing Law and Jurisdiction

12.1 These Terms and Conditions are governed by the laws of Singapore.

12.2 Any disputes arising from these Terms shall be resolved exclusively in the courts of Singapore.

13. Third-Party Links

13.1 Our website may contain links to third-party websites for informational purposes.

13.2 Trandesk is not responsible for the content, policies, or practices of these external websites.

14. Contact Us

If you have any questions about these Terms and Conditions or our services, feel free to reach out to us:

TRANDESK PTE LTD

111 SOMERSET ROAD, #06-01T, SOMERSET, Singapore 238164

info@trandesk.io