



# TRI TECH

— CREATION —

CONSULTING • SOFTWARE • AUTOMATION

## TERMS & CONDITIONS OF SERVICE

### Tri Tech Creation

These Terms & Conditions (“Agreement”) govern all consulting, software development, automation, advisory, technical, and related services (“Services”) provided by **Tri Tech Creation** (“Company”, “we”, “us”) to any client (“Client”, “you”).

By accepting a quotation, paying an invoice, signing a document, accessing deliverables, or otherwise engaging Tri Tech Creation, the Client irrevocably agrees to be bound by these Terms & Conditions in full.

### 1. Nature of Services – No Guarantee of Results

Tri Tech Creation provides **professional services only**.

The Client expressly acknowledges and agrees that:

- No outcome, result, performance, profitability, improvement, or success is guaranteed
- Services may or may not produce value, results, or benefits within the Client’s business, market, ecosystem, or operational environment
- Any advice, software, or recommendation is provided as professional input only, not as a guarantee of effectiveness or suitability

Tri Tech Creation is responsible **only for performing the agreed services**, not for outcomes.

### 2. No Responsibility for Business Performance

Tri Tech Creation shall not be held responsible or liable for:

- Financial losses, missed opportunities, reduced performance, or business failure
- Strategic, operational, marketing, or technical decisions made by the Client
- Internal execution, staffing, third-party dependencies, or regulatory constraints
- Any negative consequence arising from the use or non-use of the Services

All business risk remains **entirely with the Client**.

### 3. Mandatory Advance Payment

All Services are billed **in advance**.

- Full payment is required **before any service begins**
- No obligation exists to commence or continue Services until payment is received and cleared
- Late or missing payment may result in immediate suspension or termination of Services

All payments must be made exclusively to the official Tri Tech Creation bank account stated on the invoice.

#### **4. Quote Validity**

Quotations are valid for a limited period as stated. Acceptance or payment after expiration may result in revised pricing, scope, or conditions at Tri Tech Creation's sole discretion.

#### **5. Scope Limitation & Client Obligations**

Services are strictly limited to the agreed scope.

The Client is solely responsible for:

- Providing accurate, complete, and timely information
- Granting access to systems, data, personnel, and tools
- Reviewing deliverables and raising concerns promptly
- Ensuring compliance with applicable laws and internal policies

Tri Tech Creation bears no responsibility for delays or failures caused by Client-side issues.

#### **6. Third-Party Systems & Dependencies**

Tri Tech Creation is not responsible for:

- Third-party platforms, APIs, hosting providers, software, or vendors
- Failures, outages, changes, or limitations imposed by third parties
- Recommendations or integrations used at the Client's request

All third-party services are used **at the Client's sole risk**.

#### **7. Intellectual Property & Usage Restrictions**

Unless explicitly agreed otherwise in writing:

- All methodologies, frameworks, tools, libraries, and know-how remain the exclusive property of Tri Tech Creation
- The Client receives a limited, non-exclusive, non-transferable right to use deliverables for internal purposes only
- Reverse engineering, resale, sublicensing, redistribution, or public disclosure is strictly prohibited

## 8. Confidentiality & Data Protection

All documents, communications, software, pricing, and materials are confidential.

Unauthorized disclosure, sharing, or misuse is strictly prohibited and may result in legal action under applicable law.

### Illegal Use, Misuse & Law Enforcement Cooperation

The Client expressly acknowledges and agrees that all services, software, recommendations, advice, tools, code, systems, and deliverables provided by **Tri Tech Creation** shall be used **solely for lawful purposes** and in full compliance with all applicable local, national, and international laws and regulations.

Tri Tech Creation does **not authorize, endorse, support, facilitate, or participate** in any illegal, unethical, fraudulent, or illicit activity, whether such activity is intentional or unintentional on the part of the Client or any third party acting on the Client's behalf.

The Client shall bear **sole and exclusive responsibility** for:

- Any misuse, abuse, misconfiguration, modification, or unlawful application of the services, software, or recommendations
- Any illegal, prohibited, or regulated activities conducted using, enabled by, or associated with the services or deliverables
- Any direct or indirect consequences, damages, penalties, or liabilities arising from such use

Tri Tech Creation shall **not be held liable under any circumstance** for any illegal use, misuse, or unlawful activity carried out by the Client, whether such activity was known or unknown to Tri Tech Creation at the time services were provided.

The Client acknowledges that **Tri Tech Creation has no obligation to monitor, audit, supervise, or investigate** the Client's use of the services and **shall not be deemed responsible for any failure to detect unlawful, improper, or unauthorized activity**.

In the event that Tri Tech Creation becomes aware of, reasonably suspects, or is notified of any illegal, illicit, or unlawful activity associated with the Client's use of the services, Tri Tech Creation reserves the unrestricted right to:

- Immediately suspend or terminate all services without notice and without refund
- Fully cooperate with any competent local or international law enforcement or regulatory authority
- Disclose any information, records, communications, logs, or data in its possession as required by law or pursuant to a lawful request

The Client expressly waives any and all claims against Tri Tech Creation arising from such disclosure or cooperation and agrees that Tri Tech Creation shall not be liable for any resulting losses, damages, or consequences.

## 9. Limitation of Liability

To the maximum extent permitted by law:

- Tri Tech Creation shall not be liable for any indirect, incidental, consequential, special, or punitive damages
- Including but not limited to loss of profit, data, business, reputation, or opportunity
- Total liability, if any, shall be strictly limited to the amount paid by the Client for the specific service giving rise to the claim

## **10. No Warranty**

All Services are provided **“as is” and “as available”**, without any express or implied warranties, including fitness for a particular purpose or non-infringement.

## **11. Indemnification (Client Protects You)**

The Client agrees to **fully indemnify, defend, and hold harmless** Tri Tech Creation, its directors, employees, contractors, and partners from any claims, damages, losses, costs, or legal fees arising from:

- The Client’s use of the Services
- Third-party claims related to the Client’s business
- Violations of law, regulation, or third-party rights

## **12. Force Majeure**

Tri Tech Creation shall not be liable for any failure or delay caused by events beyond reasonable control, including but not limited to acts of God, governmental actions, cyber incidents, infrastructure failures, or third-party outages.

## **13. Unilateral Termination**

Tri Tech Creation reserves the right to **terminate or suspend Services at any time**, with or without cause, and without liability, upon written notice.

No refunds shall be due for Services already invoiced or paid.

## **14. Non-Disparagement & Defamation**

The Client agrees not to make any statement—public, private, digital, or otherwise—that could reasonably be interpreted as damaging to the reputation of Tri Tech Creation.

This includes reviews, social media posts, messages, or third-party communications.

Any such action may result in:

- Immediate legal action
- Claims for damages
- Injunctive relief

#### **15. Consent to Use Client Name & References**

Unless expressly refused in writing prior to engagement, the Client grants Tri Tech Creation the right to reference the Client's name, logo, and general project description for portfolio and marketing purposes.

#### **16. Dispute Resolution & Arbitration**

Any dispute shall first be resolved through **confidential arbitration** prior to any court proceedings.

Tri Tech Creation reserves the right to select arbitration or court action at its discretion.

#### **17. Governing Law & Jurisdiction**

This Agreement is governed by the laws of Indonesia.

Exclusive jurisdiction lies with the competent courts of Indonesia.

#### **18. Language**

An Indonesian version is available upon request.

If not requested, the **English version shall apply in full and be legally binding**.

#### **19. Entire Agreement**

These Terms & Conditions constitute the entire agreement between the parties and supersede all prior discussions, representations, or agreements.