

TERMS OF USE

Momentum Squads

Last updated: April 2025

1. General Provisions

1.1. These Terms of Use (hereinafter — the "Agreement") constitute a public adhesion contract governing the relationship between any user of the Internet (hereinafter — the "User") and the administration of the Momentum Squads website (hereinafter — the "Site Owner") when using the website located at <https://momentumsquads.com> (hereinafter — the "Site").

1.2. By accessing the Site, using its functionality, or submitting any contact or inquiry form, the User confirms that they have read, understood, and unconditionally accepted this Agreement in its entirety without any reservations.

1.3. If the User does not agree with any provision of this Agreement, they must immediately cease using the Site.

1.4. This Agreement may be updated unilaterally by the Site Owner. The revised version becomes effective upon publication on this page. Continued use of the Site following such publication constitutes acceptance of the amended terms.

2. Subject Matter

2.1. This Agreement governs the conditions under which Users may access and use the materials and services of the Site. The Site is created for the purpose of informing prospective clients about the services offered by Momentum Squads (including software development, web development, AI solutions, UI/UX design, and related services), showcasing the Company's portfolio, and facilitating business communication.

2.2. This Agreement applies to all pages of the Site, including service inquiry forms ("Contact Us", "Order Service"), the Blog section, and all other sections and sub-pages.

3. Intellectual Property

3.1. All content published on the Site — including but not limited to design elements, textual content, graphic images, illustrations, video materials, scripts, source code, and the Momentum Squads trademark and logo — constitutes the exclusive intellectual property of the Site Owner or of third parties who have licensed such content to the Site Owner under relevant agreements.

3.2. Use of the Site's content or any components thereof is permitted solely within the functional scope offered by the Site. No element of the Site's content may be reproduced, adapted, distributed, published, or used in any other manner without the prior written consent of the Site Owner.

3.3. Quotation of materials from the Site (including Blog articles) is permitted exclusively when accompanied by an active hyperlink to the source page.

3.4. The Momentum Squads brand name, logo, and visual identity are protected trademarks. Any unauthorised use of these marks — including in marketing materials, domain names, or social media profiles — is strictly prohibited.

4. Disclaimers and Limitation of Liability

4.1. General Disclaimer

All information published on the Site, including descriptions of technologies, case studies, portfolio items, and blog articles, is provided for informational purposes only on an "AS IS" basis. The Site Owner makes reasonable efforts to ensure the accuracy and currency of such information, but does not warrant its completeness, correctness, or fitness for any particular purpose at any given time.

4.2. Service Disclaimer

Information relating to AI solutions, automation tools, and emerging technologies described on the Site is provided for informational and marketing purposes only. It does not constitute a binding offer, warranty of results, or guarantee of specific technical outcomes. Any engagement for services is governed exclusively by a separate written agreement concluded between Momentum Squads and the client.

4.3. Limitation of Liability

To the maximum extent permitted by applicable law, the Site Owner shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with: (a) the use of or inability to use the Site; (b) any errors, omissions, or inaccuracies in the Site's content; (c) any actions or omissions of third parties; or (d) unauthorised access to or alteration of User data or communications.

4.4. Force Majeure

The Site Owner shall not be liable for any failure or delay in performance of its obligations, or for any unavailability or degradation of the Site, resulting from circumstances beyond its reasonable control, including but not limited to: acts of God, military conflict, cyber-attacks, power outages, disruptions to telecommunications or internet infrastructure, civil unrest, or actions of governmental authorities. This provision specifically acknowledges the potential impact of ongoing armed conflict and infrastructure disruptions in Ukraine.

4.5. Third-Party Links

The Site may contain hyperlinks to external resources, including social media profiles on LinkedIn, Instagram, and Telegram. The Site Owner does not control and is not responsible for the availability, accuracy, or content of such external resources.

5. Rights and Obligations

5.1. User Rights

The User is entitled to:

- Freely browse and access publicly available information on the Site.
- Contact the Site Owner with enquiries or proposals regarding services by using the provided contact details or contact forms.

5.2. Prohibited Actions

The User is strictly prohibited from:

- Using the Site for any purpose that violates the laws of Ukraine or applicable international law.
- Submitting spam, malware, offensive content, or any material that infringes upon the dignity or rights of third parties via any contact form.
- Attempting to gain unauthorised access to the Site's administration panel or any restricted sections.

- Reproducing or presenting portfolio items, case studies, or client testimonials published on the Site as their own work, without express written permission.
- Conducting automated data collection (web scraping), crawling, or harvesting of any content from the Site by means of bots, scripts, or other automated tools, whether for commercial or non-commercial purposes, without the prior written consent of the Site Owner.
- Using Site content, including portfolio items and design assets, in AI training datasets, model fine-tuning, or any machine-learning pipeline without explicit written authorisation.

5.3. Site Owner Obligations

The Site Owner undertakes to:

- Maintain the operational availability of the Site, except during scheduled or emergency technical maintenance.
- Review and respond to User enquiries submitted through the Site's contact forms in a timely and professional manner.

6. Personal Data and Privacy

6.1. When using the Site's contact forms (e.g., "Discuss a Project" or "Contact Us"), the User may submit personal data such as their name, email address, phone number, or social media profile links.

6.2. All personal data collected through the Site is processed in accordance with the Site Owner's Privacy & Cookie Policy, which constitutes a separate document. By submitting personal data, the User confirms their consent to such processing as described in the Privacy & Cookie Policy, available at: [\[INSERT LINK TO PRIVACY & COOKIE POLICY\]](#).

7. Indemnification

The User agrees to indemnify, defend, and hold harmless the Site Owner, its officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from: (a) the User's use of the Site in violation of this Agreement; (b) any content or information submitted by the User through the Site's forms; or (c) any infringement of third-party rights by the User.

8. Severability

If any provision of this Agreement is found to be unlawful, void, or unenforceable under applicable law, such provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of the remaining provisions, which shall continue in full force and effect.

9. Governing Law and Dispute Resolution

9.1. This Agreement shall be governed by and construed in accordance with the laws of Ukraine. Any matters not expressly addressed herein shall be resolved in accordance with applicable Ukrainian legislation.

9.2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Ukraine, unless otherwise required by mandatory law applicable in the User's jurisdiction.

9.3. For Users who qualify as consumers under the laws of the European Union, disputes may also be submitted for resolution through the European Commission's Online Dispute Resolution (ODR)

platform, accessible at: <https://ec.europa.eu/consumers/odr>. The Site Owner's email address for ODR purposes is: hello@momentumsquads.com.

9.4. The Site Owner reserves the right to seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened breach of this Agreement, including with respect to intellectual property rights violations.

10. Contact Information

Momentum Squads

Email: hello@momentumsquads.com

Website: <https://momentumsquads.com>