

# Terms of Service

## Zysent Agency

*Last Updated: August 12, 2025*

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### 1. Agreement to Terms

By accessing or using Zysent's services, you ("Client," "you," or "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not access or use our services.

### 2. Description of Services

Zysent ("we," "us," or "our") is a professional automation agency providing AI automations, AI workflows, AI agents, and related artificial intelligence services to clients globally. We reserve the right to modify, suspend, or discontinue any aspect of our services at any time with reasonable notice.

### 3. Client Responsibilities

#### 3.1 Information Accuracy

You agree to provide accurate, complete, and current information necessary for us to perform our services.

#### 3.2 Cooperation

You agree to cooperate with Zysent and provide timely feedback, approvals, and materials necessary for project completion.

#### 3.3 Content Ownership

You represent and warrant that you own or have the necessary rights to all content, materials, and information you provide to us.

### 4. Our Responsibilities

#### 4.1 Professional Standards

We will perform our services with professional skill and care, in accordance with industry standards.

#### 4.2 Confidentiality

We will maintain the confidentiality of your proprietary information and will not disclose it to third parties without your consent, except as required by law.

### 5. Payment Terms

## **5.1 Fees and Payment Structure**

Fees vary based on the specific service provided and will be outlined in the relevant service agreement or proposal. Our services may include:

- One-time setup fees for AI automation implementations
- Recurring monthly or annual fees for ongoing AI services and maintenance
- Usage-based fees for certain AI operations and processes
- Additional fees for third-party integrations, API costs, and related expenses

All fees are non-refundable unless otherwise specified in writing.

## **5.2 Payment Schedule**

Payment terms will be specified in individual service agreements and may include upfront payments, milestone payments, or recurring billing cycles. While we do not charge late fees, timely payment is essential for maintaining service continuity and may affect project timelines.

## **5.3 Third-Party Expenses**

Client acknowledges that AI automation services may require third-party tools, APIs, software licenses, and cloud computing resources. Client is responsible for all pre-approved third-party expenses and costs associated with the implementation and operation of AI systems, including but not limited to API usage fees, cloud storage costs, and software licensing fees.

# **6. Project Timelines and Deliverables**

## **6.1 Timelines**

Project timelines are estimates based on the scope of AI automation services requested and will be specified in individual service agreements. Timelines may vary depending on the complexity of AI workflows, integration requirements, and testing phases. Timelines may be subject to change based on project scope modifications, client delays, or technical challenges inherent in AI development.

## **6.2 Revisions and Modifications**

The number of included revisions and modifications to AI automations will be specified in individual service agreements. Additional revisions, feature enhancements, or changes to AI workflows beyond the agreed scope may incur extra charges.

## **6.3 Client Delays**

Delays caused by client actions or inactions, including delayed feedback, late provision of required data, systems access, or approval processes, may result in timeline extensions and additional fees to account for project disruption and resource reallocation.

## **7. Intellectual Property**

### **7.1 Work Product**

Upon full payment, Client will own the final deliverables specifically created for Client. Zysent retains rights to general methodologies, processes, and know-how.

### **7.2 Third-Party Materials**

Any third-party materials incorporated into deliverables remain the property of their respective owners.

### **7.3 Portfolio Rights**

Zysent reserves the right to display completed work in portfolios and marketing materials unless specifically prohibited by written agreement.

## **8. Limitation of Liability**

### **8.1 Disclaimer**

Our services are provided "as is" without warranties of any kind, express or implied.

### **8.2 Liability Cap**

In no event shall Zysent's total liability exceed the amount paid by Client for the specific services giving rise to the claim.

### **8.3 Consequential Damages**

Zysent shall not be liable for indirect, incidental, special, or consequential damages.

## **9. Termination**

### **9.1 Termination by Either Party**

Either party may terminate services with thirty (30) days written notice. For ongoing subscription services, termination will take effect at the end of the current billing cycle.

### **9.2 Termination for Cause**

Either party may terminate immediately for material breach that remains uncured after fifteen (15) days written notice.

### **9.3 Effect of Termination**

Upon termination, Client shall pay for all services performed up to the termination date. For AI automation services, we will provide reasonable assistance in transitioning systems, subject to additional fees for extensive transition support.

## **10. Dispute Resolution**

### **10.1 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of Algeria. However, for international clients, disputes may be resolved under internationally recognized arbitration rules.

## **11. Force Majeure**

Neither party shall be liable for delays or failures in performance due to circumstances beyond their reasonable control, including but not limited to natural disasters, government actions, or other unforeseeable events.

## **12. Privacy and Data Protection**

### **12.1 Data Handling**

We will handle your personal and business data in accordance with our Privacy Policy and applicable data protection laws.

### **12.2 Data Security**

We implement reasonable security measures to protect your information, but cannot guarantee absolute security.

## **13. Modifications to Terms**

We reserve the right to modify these Terms at any time. Material changes will be communicated with thirty (30) days notice via email or through our website. Continued use of our services after notification constitutes acceptance of modified Terms.

## **14. Severability**

If any provision of these Terms is found unenforceable, the remaining provisions shall remain in full force and effect.

## **15. Entire Agreement**

These Terms, along with any signed service agreements, constitute the entire agreement between the parties and supersede all prior agreements and understandings.

## **16. Contact Information**

For questions regarding these Terms, please contact:

**Zysent**

Saida, Algeria

[support@zysent.com](mailto:support@zysent.com)

+213 (56) 299-4712

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