

Terms of Service

Last Updated: June 30, 2026

Welcome to Fourzero. These Terms of Service ("Terms") govern the relationship between **Fourzero** ("Agency," "we," "us," or "our") and the individual, business, or entity engaging our services or purchasing our products ("Client," "User," "you," or "your").

By signing a Proposal, entering a Statement of Work (SOW), subscribing to our platforms, or purchasing/downloading any digital goods or software from Fourzero, you agree to be bound by these Terms.

SECTION A: GENERAL PROVISIONS

Applies to all interactions, services, and product purchases with Fourzero.

1. Fees, Billing, & Payment Terms

- **Invoicing & Payment:** All fees are issued electronically and are exclusive of VAT unless stated otherwise. Standard payment terms are **14 days** from the invoice date.
- **Late Payments (EU Regulations):** In accordance with EU Late Payment Regulations (Late Payment in Commercial Transactions), any payments past due will incur interest at the statutory rate (the European Central Bank main refinancing rate plus applicable margins), alongside statutory compensation costs for recovery expenses.
- **Suspension of Access/Work:** If any invoice or subscription renewal remains unpaid past its due date, Fourzero reserves the right to pause ongoing custom work, deactivate software licenses, or revoke access to staging environments until the account is settled.

2. Privacy & Data Protection (GDPR)

- **Data Protection:** Both parties agree to comply with the General Data Protection Regulation (GDPR) (EU) 2016/679.
- **Data Processing Roles:**
- For **Agency Services:** Fourzero acts strictly as a **Data Processor** and the Client acts as the **Data Controller** for any personal data handled during web development or data migration. If required by the nature of the project, both parties will execute a separate standard EU Data Processing Agreement (DPA).
- For **Software/Products:** Fourzero acts as a **Data Controller** regarding the account data and purchase history of users, handled strictly in accordance with our Privacy Policy.

3. Warranties & Limitation of Liability

- **Limitation of Liability:** To the maximum extent permitted under applicable law in Ireland and Finland, Fourzero's total aggregate liability for any claims, losses, or damages arising out of this agreement—whether in contract, tort, or product liability—shall be strictly limited to the **total amount actually paid by you to Fourzero** during the twelve (12) months immediately preceding the event giving rise to liability.

- **No Consequential Damages:** Fourzero is not liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, loss of data, business interruption, or client website downtime, even if advised of the possibility of such damages.

4. Governing Law & Jurisdiction

- **Governing Law:** These Terms, and any dispute arising out of them, shall be governed by and construed in accordance with the laws of **Ireland** or **Finland** (depending on the corporate registration country of the specific Fourzero entity processing the transaction).
- **Jurisdiction:** The parties mutually agree to submit to the exclusive jurisdiction of the competent courts of the country designated in the governing law for any unresolved legal proceedings.

SECTION B: DIGITAL & BRANDING AGENCY SERVICES

Applies specifically to clients hiring Fourzero for custom web design, development, and creative consulting.

5. Scope of Services & Project Delivery

- **Execution of Work:** The specific deliverables, timelines, and milestones for custom work will be explicitly detailed in a separate written Proposal or Statement of Work (SOW).
- **Scope Creep & Modifications:** Any requests for alterations, extra revisions, or additional features extending beyond the original SOW will be treated as a change order and billed additionally at Fourzero's standard hourly rate or under a separate SOW.
- **Client Cooperation:** Timely delivery depends heavily on your cooperation. Fourzero is not responsible for project delays caused by a Client's failure to provide assets (copy, branding assets, images) or feedback within agreed review windows.

6. Intellectual Property (IP) for Agency Services

- **Client Deliverables:** Upon final project completion and **full payment of all outstanding invoices**, Fourzero assigns and transfers to the Client the intellectual property rights for the unique final creative deliverables (e.g., custom branding assets, unique website front-end design) created specifically for the Client.
- **Pre-existing Frameworks:** Fourzero retains all rights, titles, and interests in our pre-existing materials, proprietary code libraries, standard development frameworks, and tools utilized during the project.

SECTION C: SOFTWARE, PRODUCTS, & DIGITAL GOODS

Applies specifically to anyone purchasing, downloading, or licensing commercial software, plugins, templates, or digital assets directly from Fourzero.

7. Software Licensing & Usage Rights

- **License Grant:** When you purchase software or digital products (e.g., a custom WordPress plugin, theme, or template) from Fourzero, we grant you a non-exclusive, non-transferable, revocable license to use the product in accordance with the specific license tier purchased (e.g., Single Site, Multi-Site, or Developer License).
- **Restrictions:** You may not redistribute, resell, sub-license, lease, or reverse-engineer any proprietary software code or digital products developed and sold by Fourzero.

8. Subscriptions, Automatic Renewals, & Key Deactivation

- **Subscription Model:** Access to software updates, security patches, and support forms is billed on a subscription basis (monthly or annually).
- **Automatic Renewal:** Subscriptions renew automatically unless cancelled by the user prior to the billing date. You can cancel your subscription at any time through your Fourzero account dashboard.
- **License Keys:** Upon cancellation or non-payment of a subscription, your license key may be deactivated. While the software may continue to function in its current state (subject to GPL terms where applicable), you will immediately lose access to product updates, new feature releases, and technical support.

9. Refunds and Digital Goods Policy

- **No-Refund Policy for Digital Downloads:** Because digital assets, templates, and downloadable software are delivered instantly upon purchase and cannot be "returned," all sales of digital goods are final and non-refundable once the download link or license key has been generated, subject to applicable EU consumer protection law exceptions.
- **Software Warranty ("As-Is"):** Our downloadable software products are provided "as-is" and "as-available." While we strive for absolute compatibility, Fourzero does not warrant that software products will be 100% uninterrupted, error-free, or perfectly compatible with all third-party plugins, themes, or hosting environments.