



Terms & Conditions

Primalt International Limited is registered in Malta, the US, and Albania, providing intelligent software solutions that address our clients' needs with a focus on human values, creativity, and simplicity.

Our mission at Primalt is to empower individuals and organizations through technological innovation, developing advanced software and digital solutions that enable businesses to grow intelligently and sustainably.

Every line of code we write is purpose-driven, crafted to meet real human needs by combining creativity, innovation, and simplicity.

Our team offers full-stack digital solutions, including AI modules, mobile and web application development, DevOps, server management, and advanced SEO. With a client-centric approach emphasizing scalability, performance, and security, we help startups, SMEs, and enterprises achieve digital success.

1. Introduction

These Terms & Conditions ("Terms") govern your access to and use of Primalt International's Limited services, including software development, consulting, digital transformation, AI solutions, cloud solutions, and other related offerings (collectively, "Services"). By accessing or using the Services, you agree to comply with these Terms, all applicable laws, and any additional contractual agreements.

These Terms incorporate, and are subject to, the following regulatory frameworks where applicable:

- **Malta:** Companies Act (Cap. 386), Data Protection Act (Cap. 586), Consumer Affairs Act.
- **European Union (EU):** General Data Protection Regulation (GDPR – Regulation (EU) 2016/679), Directive on Electronic Commerce (2000/31/EC), and relevant EU consumer protection laws.
- **United States (US):** Federal and state consumer protection laws, intellectual property laws, and applicable export control regulations (EAR/ITAR).

2. Definitions

- **Client:** The individual or legal entity engaging Primalt for Services.
- **Services:** Primalt provides a broad range of services, including but not limited to:



- a. **Technology Consulting & Strategy** – Guidance on digital transformation, IT roadmaps, and strategic technology planning.
 - b. **UI/UX Design** – User interface and experience design for web, mobile, and enterprise applications.
 - c. **Custom Software Development** – Tailored software solutions to meet specific business needs.
 - d. **Web Application Development** – End-to-end development of responsive, scalable web applications.
 - e. **Mobile Application Development** – Native and cross-platform mobile apps for iOS and Android.
 - f. **Cloud Computing & Infrastructure** – Design, deployment, and management of cloud environments.
 - g. **DevOps & Automation** – Continuous integration, deployment, and process automation.
 - h. **Systems Integration** – Connecting disparate systems to streamline operations and data flow.
 - i. **Artificial Intelligence & Machine Learning** – AI/ML solutions for predictive analytics, automation, and intelligent systems.
 - j. **Cybersecurity Services** – Protection against threats, risk assessment, and compliance with security standards.
 - k. **Quality Assurance & Testing** – Comprehensive QA services, including manual and automated testing.
 - l. **Big Data Analytics & Optimization** – Data collection, analysis, and optimization for actionable insights.
 - m. **SEO & ASO Services** – Search engine and app store optimization to maximize digital visibility and reach.
- **Deliverables:** Software, documentation, designs, reports, prototypes, or other materials produced by Primalt in connection with the Services.
 - **Confidential Information:** Any non-public information disclosed by one party to the other in written, oral, or electronic form, including trade secrets, business plans, or technical data.
 - **Agreement:** Any proposal, statement of work (SOW), purchase order, or contract executed between Primalt and the Client.

3. Scope of Services

1. Services will be delivered in accordance with the specifications outlined in the Service Agreement.
2. Any modification, additional work, or variation in scope requires a written Change Order signed by both parties.
3. Primalt may subcontract or engage third-party service providers to fulfill Services, provided it remains responsible for their performance.
4. Services are subject to applicable export control laws, including EU Dual-Use Regulations and U.S. Export Administration Regulations (EAR).



4. Client Obligations

The Client shall:

- Provide accurate, complete, and timely information to enable Primalt to perform the Services.
- Ensure that all software, data, or content provided does not violate any laws, including copyright, privacy, or export controls.
- Cooperate with Primalt, including granting access to systems, networks, or personnel as reasonably requested.
- Make payments as specified in the Agreement; failure to pay may result in suspension of Services.
- Comply with applicable laws, including GDPR, when transmitting personal data to Primalt.

5. Fees, Payment, and Taxes

1. Fees for Services are as set out in the Agreement or proposal.
2. Invoices are due within 14–30 days from the date of issuance, unless otherwise agreed.
3. Late payments may accrue interest at the statutory rate under Maltese law or relevant local law.
4. All fees exclude taxes; the Client is responsible for VAT, sales tax, or other applicable taxes.
5. Primalt may require advance payments or milestone-based payments for large projects.

6. Intellectual Property Rights

1. Primalt retains ownership of all pre-existing intellectual property and tools used in providing Services.
2. Upon full payment, the Client is granted a non-exclusive, non-transferable license to use the Deliverables for the purposes agreed in the Agreement.
3. The Client may not reverse engineer, decompile, or redistribute software without written permission.
4. Primalt reserves the right to showcase work in portfolios, websites, mobile apps, systems or case studies, provided confidential information is not disclosed.
5. All IP rights are subject to compliance with EU copyright law, Maltese IP law, and relevant U.S. copyright and patent law.

7. Confidentiality

1. Both parties must maintain confidentiality of proprietary information for the duration of the Agreement and for five (5) years thereafter, unless otherwise required by law.
2. Disclosure is allowed only for:



- Legal or regulatory requirements
- Professional advisors under confidentiality obligations
- Performing the obligations under the Agreement

8. Data Protection and GDPR Compliance

1. Primalt will process personal data in compliance with:
 - EU GDPR (2016/679)
 - Maltese Data Protection Act (Cap. 586)
 - Relevant U.S. privacy laws (e.g., CCPA where applicable)
2. The Client ensures that all personal data provided has been obtained lawfully and that the Client has all necessary consents for processing.
3. Primalt may act as a data processor for the Client, and a Data Processing Agreement (DPA) will be executed where necessary.
4. Cross-border transfers of data will comply with EU adequacy decisions, Standard Contractual Clauses (SCCs), or other lawful mechanisms.

9. Warranties and Disclaimers

1. Primalt warrants that Services will be performed in a professional, diligent manner consistent with industry standards.
2. Except where prohibited by law, Services are provided "as is" without further warranties.
3. Primalt does not warrant uninterrupted service or that Deliverables are error-free, but will use reasonable efforts to correct defects.

10. Limitation of Liability

1. To the fullest extent permitted by law:
 - Primalt's liability is limited to the total fees paid by the Client for the Services giving rise to the claim.
 - Primalt is not liable for indirect, incidental, consequential, or punitive damages.
2. This limitation applies to all claims, whether arising under contract, tort, statute, or common law.
3. Nothing in this section limits liability for:
 - Death or personal injury caused by negligence
 - Fraud or willful misconduct
 - Mandatory statutory rights under Maltese, EU, or U.S. law

11. Termination

1. Either party may terminate for material breach if the other fails to remedy within 30 days after written notice.
2. Primalt may suspend Services if the Client fails to comply with payment, agreement obligations or applicable laws.



3. Upon termination:
 - Fees due remain payable
 - Client must return or destroy all confidential materials
 - Primalt may retain copies of Deliverables for legal and compliance purposes

12. Governing Law, Jurisdiction, and Dispute Resolution

1. **Primary Governing Law:** Maltese law governs these Terms, unless otherwise agreed.
2. **EU/US Considerations:** For clients in the EU, compliance with EU consumer protection and contractual law applies. For U.S. clients, relevant federal and state laws apply.
3. **Dispute Resolution:**
 - Parties will attempt amicable settlement via negotiation or mediation.
 - If unresolved, disputes will be resolved in the competent Maltese courts or alternative agreed jurisdiction.

13. Export Control Compliance

1. Services and software may be subject to EU, U.S. or Canada export control laws.
2. Clients warrant that Deliverables will not be used, exported, or re-exported in violation of applicable regulations, including for prohibited countries or restricted end users.

14. Force Majeure

Primalt is not liable for delays or failures caused by events beyond reasonable control, including natural disasters, pandemics, labor disputes, or government actions.

15. Amendments

1. Primalt may update these Terms at any time with 30-day notice.
2. Continued use of Services constitutes acceptance of the updated Terms.

16. Miscellaneous

1. Any waiver of rights must be in writing.
2. If any provision is invalid, the remaining provisions remain enforceable.
3. Entire Agreement: These Terms, the Agreement, and any appendices constitute the entire understanding between the parties.

Effective Date: 19.02.2026