

## **TERMS & CONDITIONS**

**Last updated: June 10, 2026**

These Terms & Conditions (“**Terms**”) constitute a legally binding agreement between **3-102-947020 LLC**, a company registered in Costa Rica under company number 3102947020, with its registered office at San José, Santa Ana, Pozos, Centro Empresarial Forum Uno, Torre G, primer piso, oficinas de NCC Law, oficina ciento uno (hereinafter (“**3-102-947020 LLC**”, “**we**”, “**us**”, “**our**”), and any individual or entity accessing or using the Services (“**Client**”, “**you**”, “**your**”).

By accessing the website <https://vibecodingcosta.com/> (hereinafter - the Website) or using any part of the Services, you confirm that you have read, understood, and agreed to be bound by these Terms, the Privacy Policy and any applicable statement of work, order form, proposal, or other written agreement agreed with 3-102-947020 LLC.

### **1. Scope of Services**

Our Services comprise business-to-business software development services, including but not limited to custom software development, website and application development, technical consulting, software maintenance, project support, and related professional services agreed with a Client in a proposal, statement of work, order form, or other written agreement. The Website is provided for informational purposes only.

### **2. License Grant and Restrictions**

3-102-947020 LLC grants you a personal, limited, non-exclusive, non-transferable, revocable license to access and use the Website strictly for lawful, non-commercial business purposes in accordance with these Terms. Unless otherwise agreed in writing, you may not copy, modify, distribute, sell, sublicense, reverse engineer, decompile, disassemble, create derivative works, scrape, data mine, or use any part of the Website or its content for artificial intelligence training, automated extraction, or model input. All intellectual property rights for the Website and/or its content remain exclusively with 3-102-947020 LLC. Intellectual property rights in deliverables created for a Client are governed by the applicable proposal, statement of work, order form, or other written agreement

### **3. Verification and Security**

3-102-947020 LLC may request email verification, phone verification, identity documentation, two-factor authentication, or additional compliance procedures to protect website integrity and prevent fraud. 3-102-947020 LLC may request business contact information, billing details, payment verification, or additional compliance information where reasonably necessary to communicate with you, provide Services, issue invoices, prevent

fraud, or comply with applicable law. You are responsible for ensuring that information provided to us is accurate and that any credentials used to access are kept confidential.

#### **4. Age Requirements**

The Website and Services are intended for business clients and professional users. They are not directed to children or to consumers seeking personal, household, or family services.

#### **5. Acceptable Use and Community Conduct**

You are responsible for using the Website and Services lawfully and in accordance with these Terms and any applicable written agreement with 3-102-947020 LLC.

You agree that you will not:

-Transmit or post any content or use language that is deemed offensive at 3-102-947020 LLC's sole discretion, including but not limited to content or language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, sexually explicit, or otherwise objectionable. You also agree not to circumvent these restrictions by altering spelling or using alternative forms of such language;

-Post or make available any other user's personal information within the Services without that user's explicit written consent, while acknowledging that you may share your own personal information at your discretion;

-Violate any contractual, personal, intellectual property, or other rights of any third party, or promote or engage in illegal activity;

-Misuse 3-102-947020 LLC's support services, including submitting false reports of abuse, misconduct, or violations;

-Disable, interfere with, or circumvent any security features of the Services or any mechanisms that restrict or enforce limitations on access or use of the Services or content;

-Engage in any activity that, in 3-102-947020 LLC's reasonable opinion, results in or may result in unfair advantage, fraud, unauthorized access, security incidents, or misuse of the Website or Services;

-Sell, trade, or transfer any part of the Website or Services except as expressly permitted in a written agreement with 3-102-947020 LLC;

-Use the Website or Services in a manner inconsistent with their intended business purpose;

-Use or distribute unauthorized third-party software designed to modify, interfere with, or disrupt the Website, Services or any related systems.

## **6. Feedback**

If you provide suggestions, ideas, bug reports, complaints, or other feedback, such Feedback is considered non-confidential and non-proprietary, unless otherwise agreed in writing. You acknowledge that you retain no rights to the Feedback and that 3-102-947020 LLC may freely use, modify, commercialize, and incorporate such Feedback into its services and business operations without compensation to you.

## **7. Updates, Modifications and Availability**

3-102-947020 LLC may update, modify, suspend, or discontinue any part of the Website at any time for operational, technical, legal, or security reasons. Continuous, uninterrupted availability is not guaranteed. Updates or patches may be required to maintain access. Any changes to paid software development Services, deliverables, fees, timelines, or scope will be governed by the applicable proposal, statement of work, order form, or other written agreement.

## **8. Third-Party Services and Links**

The Services may contain links to third-party websites or integrate external services. 3-102-947020 LLC has no control over and assumes no responsibility for third-party content, policies, or practices. You are advised to review the terms of any third-party services you use.

## **9. Copyright and IP rights**

3-102-947020 LLC owns all intellectual property rights, including copyrights, trademarks, and all other proprietary rights, in and to the Website, software, services, materials, and content provided by us, except to the extent expressly agreed otherwise in a written agreement with a Client. This includes, but is not limited to, any updates, enhancements, and new features, as well as all content, software, services, text, graphics, and logos.

Our services, products, Website, and all related content are protected by applicable intellectual property laws and international treaties. All rights not expressly granted are reserved.

You agree not to copy, reproduce, republish, modify, download, distribute, license, sublicense, reverse engineer, decompile, disassemble, or create derivative works based on our Website, software, services, or any part thereof, except where expressly permitted under these Terms or a written agreement with 3-102-947020 LLC

Unless otherwise stated, the content made available through our website may be reproduced or distributed in unmodified form for personal, non-commercial use only. Any other use of the content, including but not limited to reproduction, modification, distribution, display, or

transmission, without prior written consent from 3-102-947020 LLC, is strictly prohibited. All copyright and proprietary notices must be retained in all copies.

Any use of our services or content for purposes other than those expressly permitted under these Terms is strictly prohibited without prior written permission from 3-102-947020 LLC.

Except as expressly permitted herein, you must not transfer, sublicense, or otherwise provide access to our services or content to any third party, nor use them for the benefit of any third party.

## **10. Warranties and Disclaimers**

All information, software, deliverables, materials, and services provided by 3-102-947020 LLC through this website or any related Services are offered on an “as is” and “as available” basis, except to the extent expressly agreed otherwise in a written agreement with a Client.

To the maximum extent permitted by applicable law, 3-102-947020 LLC expressly disclaims all warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, reliability, or availability.

3-102-947020 LLC makes no representations or guarantees that the Services, Content, or any related information will be accurate, complete, timely, uninterrupted, secure, or error-free. We do not warrant that any defects, bugs, or issues will be corrected.

3-102-947020 LLC assumes no responsibility for any errors, omissions, inaccuracies, or outdated information contained in or referenced through the Services, including any third-party links, integrations, or external content.

To the fullest extent permitted by law, 3-102-947020 LLC shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, revenue, data, business opportunities, or business interruption, arising out of or in connection with your access to, use of, or inability to use the Services, even if 3-102-947020 LLC has been advised of the possibility of such damages.

You acknowledge and agree that your use of the Website and any reliance on information provided through it, is at your sole discretion and risk. You are solely responsible for any damage to your device, system, or data loss that may result from such use and for ensuring that the Services meet your business requirements before entering into a written agreement with 3-102-947020 LLC.

## **11. Limitation of liability, exclusion of liability and indemnity**

By accessing and using the Services, you acknowledge and agree that you do so at your own risk. You assume full responsibility for your use of the Services and reliance on any content provided through the Services.

To the maximum extent permitted by applicable law, 3-102-947020 LLC (including its directors, employees, and agents) shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or any loss of profits, revenues, data, goodwill, or other intangible losses arising out of or in connection with your use of or inability to use the Services.

We do not guarantee that the Services will be uninterrupted, error-free, secure, or compatible with all software or hardware. We also do not warrant that any defects or errors will be corrected. Any information provided through the Services is for general guidance only and may not always be accurate, complete, or up to date. You are solely responsible for ensuring that the Services meet your requirements.

To the maximum extent permitted by law, our total aggregate liability for any claims arising out of or relating to the Services shall not exceed the total amount you have paid for the Services in the twelve (12) months preceding the event giving rise to the claim, except to the extent a different liability cap is expressly agreed in a written agreement with 3-102-947020 LLC, or, at our discretion, the re-supply of the relevant Services.

You agree to release 3-102-947020 LLC, including its directors, employees, and agents, from any and all claims, liabilities, losses, damages, or expenses arising from your use of the the Website or Services or any associated products, your breach of these Terms, or your breach of any applicable written agreement..

You agree to indemnify, defend, and hold harmless 3-102-947020 LLC, including its directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees on a full indemnity basis) arising from your breach of these Terms, your violation of any applicable law or regulation, or your infringement of any third-party rights.

## **12. Termination**

3-102-947020 LLC may suspend or terminate your access to the Website or Services immediately for violations of these Terms or for security and compliance reasons. You may discontinue use of the Website or Services at any time. Provisions relating to intellectual property, liability, indemnity, and governing law survive termination.

## **13. Governing Law and Jurisdiction**

These Terms are governed by the laws of Costa Rica. Any disputes shall be subject to the exclusive jurisdiction of the courts of Costa Rica. Notwithstanding the foregoing, if you are a

consumer under applicable EU or national law, the mandatory consumer protection provisions of your country of residence shall apply.

#### **14. Force Majeure**

3-102-947020 LLC is not liable for delays or failures resulting from causes beyond reasonable control.

#### **15. Assignment**

You may not assign your rights under these Terms without prior written consent. 3-102-947020 LLC may assign its rights in case of merger, acquisition, or asset sale.

#### **16. Changes to Terms**

3-102-947020 LLC may update these Terms at any time by publishing the revised version on the Website. Continued use of the Website or Services constitutes acceptance of the updated Terms. We may amend Terms at any time by posting the amended terms on this Website. It is your responsibility to review these Terms periodically. You are expected to check this page frequently so you are aware of any changes, as they are binding on you. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, you are no longer authorized to use Website or Services.

#### **17. Severability and Waiver**

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision. If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

#### **18. Acknowledgement**

By using the Service or other services provided by us, you acknowledge that you have read these Terms of Service and agree to be bound by them.

#### **19. Contact Information**

For any questions regarding these Terms, please contact [vibecodingcosta@gmail.com](mailto:vibecodingcosta@gmail.com)

This Website is owned by 3-102-947020 LLC, registered in Costa Rica under company number 3102947020, with its registered office at San José, Santa Ana, Pozos, Centro Empresarial Forum Uno, Torre G, primer piso, oficinas de NCC Law, oficina ciento uno.