



TERMS AND CONDITIONS

PLEASE READ THESE TERMS OF USE (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY GIFA INC. (“CONSULTING COMPANY”). BY VISITING WWW.GIFAINC.NET OR USING ANY OF THE SERVICES OFFERED BY **GIFA INC.** YOU AGREE TO BECOME BOUND BY THIS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU WILL NOT HAVE ANY RIGHT TO USE OUR SERVICES, WEBSITE AND APPLICATIONS.

These **Terms and Conditions** (“Terms”) govern the services provided by GIFA INC., an international consulting company based in Nicosia (Lefkosa), Northern Cyprus (“Company”, “we”, “us”, “our”), and the relationship between GIFA INC. and its clients (“Client”, “you”, “your”). By engaging our services, you agree to be bound by these Terms presented here. Please read them carefully.

TABLE OF CONTENTS

- 1. Acknowledgment**
- 2. Definitions**
- 3. Our Services**
- 4. Client Responsibilities**
- 5. Confidentiality**
- 6. Intellectual Property**
- 7. Limitation of Liability**
- 8. Termination**
- 9. Force Majeure**
- 10. Governing Law and Dispute Resolution**
- 11. Entire Agreement**
- 12. Contact Information**

1. Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These **Terms and Conditions** set out the rights and obligations of all users regarding the use of the Service. These Terms and Conditions apply to all visitors, users, and other legal entities who access or use the Service. By accessing or using the Service You agree to be bound by these Terms and Conditions. You represent that you are over the **age of 18**. The Company does not permit the minors and those under 18 to use the Service.

Our **Privacy Policy** describes our policies and procedures on the **data collection**, use, and disclosure of Your personal information when You use the mobile application or the Website, the document tells You about Your privacy rights and how we safeguarding your data. Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Please read Our [Privacy Policy](#) carefully before using Our Service.

2. Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that affiliate, is associate, or is under common control with a party, whereas “control” means ownership or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- **Country** refers to Turkish Republic of Northern Cyprus (TRNC), where the service based.
- **Company** (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to GIFA INC. headquarters at Dr. Fazil Kucuk, Boulevard, Hamitkoy Junction, Lefkosa.
- **Device / User** means any device or user accessing or using the Service such as a computer, a cellphone, bot, virtual assistant or a digital tablet.
- **Third-party** refers to legal entity such as vendors, suppliers, or any organization that may be engaged to assist GIFA INC. or facilitate the service or delivering product.
- **Service** refers to the Website, Resources, or Mobile application owned by GIFA INC.
- **Website** refers to GIFA INC or an online portal, accessible from www.gifainc.net.

3. Our Service

GIFA INC. offers a range of international consulting services including business development, market research, and operational consulting. Specific services will be detailed in a separate written agreement or contract that outlines the scope, deliverables, and timelines.

Our aim is to provide comprehensive and diverse services to meet the needs of clients across various sectors. In Marketing & Media, we strive to deliver content that informs, entertains, and inspires audiences, while in Real Estate, we offer complete investment solutions for both commercial and residential properties.

4. Client Responsibilities

The client agrees to provide all necessary information, access, and cooperation required for GIFA INC. to effectively perform the agreed-upon services. This commitment includes furnishing accurate and timely data relevant to the consulting engagement, which is crucial for informed decision-making and successful outcomes. The client must respond promptly to any requests for information, clarification, or feedback, ensuring that GIFA INC. has the resources needed to meet project timelines and deliverables.

Additionally, the client is responsible for securing all necessary approvals from internal stakeholders, regulatory bodies, or third parties that may be involved in the consulting process. This includes ensuring that any permissions or consents required for GIFA INC. to access specific data, locations, or personnel are obtained in a timely manner.

The client also acknowledges the importance of open and transparent communication throughout the engagement. This involves keeping GIFA INC. informed of any changes in project scope, internal priorities, or external conditions that could impact the consulting services. By fulfilling these responsibilities, the client plays a vital role in facilitating a smooth and efficient collaboration with GIFA INC., ultimately contributing to the success of the consulting engagement.

5. Confidentiality

Both parties acknowledge that during the course of the engagement, they may have access to confidential or proprietary information belonging to one another. This information includes, but is not limited to, business strategies, financial data, operational procedures, marketing plans, client lists, trade secrets, and any other information that is identified as confidential at the time of disclosure or that, by its nature, should reasonably be understood to be confidential.

Both parties agree that all confidential information must remain strictly confidential and shall not be disclosed to any third parties without prior written consent from the disclosing party. Exceptions to this obligation exist only in situations where disclosure is required by law, regulation, or court order. In such cases, the party compelled to disclose shall provide prompt written notice to the other party, allowing them the opportunity to seek a protective order or other appropriate remedy.

Furthermore, both parties agree to take all necessary precautions to protect the confidentiality of the information, employing at least the same level of care as they use to protect their own confidential information. This includes restricting access to confidential information to those employees, agents, or subcontractors who need to know it for the purposes of fulfilling their obligations under this engagement and who are also bound by confidentiality obligations.

The obligation of confidentiality shall continue even after the termination or completion of the engagement. Upon termination of the relationship, each party agrees to return or destroy all confidential information received from the other party, as requested, and to certify in writing that such action has been completed.

6. Intellectual Property

All deliverables, reports, and other materials created by GIFA INC. during the consulting engagement will become the property of the client upon the completion of the services. This includes any written documents, presentations, data analyses, software, or other tangible or intangible products developed as a result of the consulting engagement.

The client shall have full ownership rights to these deliverables, including the right to use, modify, distribute, and publish the materials as they see fit. However, GIFA INC. reserves the right to use any pre-existing intellectual property, tools, methodologies, or frameworks that it has developed prior to the engagement or that are otherwise not unique to the client.

This includes proprietary processes, templates, or software that GIFA INC. utilizes in providing its services. GIFA INC. may use these resources for other clients and projects, ensuring that no confidential information pertaining to the client is disclosed in the process.

In cases where third-party intellectual property is incorporated into the deliverables, GIFA INC. will obtain the necessary permissions or licenses to allow the client to use that material for its internal purposes. The client acknowledges that they are responsible for ensuring compliance with any licensing agreements related to such third-party materials.

Both parties agree that any collaborative work or joint intellectual property created during the engagement will be addressed in a separate written agreement, outlining the ownership rights and usage terms for such materials.

The client also agrees to credit GIFA INC. as the source of the deliverables, where applicable, in any published or publicly distributed materials, recognizing the effort and expertise contributed by GIFA INC. throughout the consulting engagement.

7. Limitation of Liability

While GIFA INC. is committed to delivering high-quality consulting services, it does not guarantee specific results or outcomes from the engagement. The nature of consulting services often involves variables that are beyond the control of GIFA INC., and as such, the company cannot be held responsible for any losses, damages, or adverse consequences that may arise from the client’s use of the services or deliverables provided.

GIFA INC.’s total liability for any claims related to the services will be strictly limited to direct damages only, up to the total amount paid by the client for the specific service that gave rise to the claim. This limitation applies regardless of the form of action, whether in contract, tort (including negligence), or otherwise. Under no circumstances will GIFA INC. be liable for any indirect, incidental, special, or consequential damages, including but not limited to lost profits, business interruptions, or loss of data, arising out of or in connection with the use of its services or deliverables.

Furthermore, the client agrees to indemnify and hold GIFA INC. harmless from any claims, damages, losses, or expenses arising from the client’s misuse of the services, including any failure to comply with applicable laws or regulations related to the consulting engagement.

This limitation of liability reflects the allocation of risk between the parties and is a fundamental element of the basis of the bargain. If any provision of this limitation of liability is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

8. Termination

Either party may terminate the consulting engagement by providing written notice to the other party. The notice period for termination shall be specified in the separate written agreement or contract. Upon termination, GIFA INC. will provide a final accounting of all work completed up to the date of termination, detailing the services rendered and any associated deliverables. Both parties will then settle any remaining obligations, including payment for services rendered and the return of any confidential information shared during the engagement.

In addition to the standard termination process, GIFA INC. reserves the right to immediately terminate the engagement under certain conditions. This includes situations where the client fails to comply with its obligations as outlined in these Terms and Conditions or engages in conduct that is detrimental to GIFA INC.'s reputation or operations. Such conduct may include, but is not limited to, failure to provide necessary information, unauthorized disclosure of confidential information, or any actions that may lead to legal liabilities for GIFA INC.

Upon termination, the client agrees to return all materials, documents, and any other proprietary information provided by GIFA INC. during the course of the engagement. Both parties shall fulfill their respective obligations and ensure that all outstanding matters are resolved amicably.

The termination of the engagement does not affect any rights or obligations that have accrued prior to the termination date, including but not limited to confidentiality obligations, limitations of liability, and indemnification responsibilities.

9. Force Majeure

GIFA INC. shall not be held liable for any failure to perform its obligations under these Terms and Conditions if such failure results from events that are beyond its reasonable control. These events, commonly referred to as “force majeure,” may include, but are not limited to, natural disasters (such as earthquakes, floods, hurricanes, or fires), acts of war or terrorism, strikes or labor disputes, governmental regulations or restrictions, pandemics, epidemics, or other unforeseeable circumstances that disrupt normal business operations.

In the event of a force majeure occurrence, GIFA INC. will provide prompt written notice to the client, outlining the nature of the event and its anticipated impact on the consulting engagement. The performance of GIFA INC.’s obligations shall be suspended for the duration of the force majeure event, and the time for performance shall be extended for a period equal to the duration of such event.

Both parties agree to make reasonable efforts to mitigate the effects of the force majeure event and to resume the performance of their obligations as soon as possible once the circumstances allow. If the force majeure event persists for an extended period, either party may terminate the engagement upon written notice to the other, without penalty, and settle any outstanding obligations incurred prior to the occurrence of the force majeure event.

This force majeure clause does not absolve the client from its obligation to make payments for services rendered prior to the occurrence of the force majeure event, and any such payments shall be due and payable in accordance with the agreed-upon terms.

10. Governing Law and other regulations

These Terms and Conditions, along with any disputes arising from or related to them, shall be governed by and construed in accordance with the laws of Northern Cyprus, without regard to its conflict of law principles. This governing law provision establishes that any legal issues or interpretations arising from this agreement will be subject to the legal framework of Northern Cyprus.

In the event of a dispute between the parties concerning these Terms, the parties agree to first engage in good faith negotiations to attempt to resolve the matter amicably. Both parties recognize the value of maintaining a cooperative relationship and will work together to find a mutually acceptable solution.

If the parties are unable to reach an amicable resolution within a reasonable period, the dispute will be submitted to binding arbitration in Nicosia (Lefkosa), Northern Cyprus. The arbitration process shall be conducted in accordance with the rules of the relevant arbitration authority as agreed upon by both parties at the time of the dispute. Each party shall bear its own costs related to the arbitration, and the arbitrator's decision shall be final and binding on both parties.

The parties also agree that any arbitration proceedings shall be conducted in the English language and that any documents submitted in the course of the arbitration shall be translated into English if they are in another language. The confidentiality of the arbitration proceedings will be maintained, and neither party shall disclose any information regarding the proceedings without the prior written consent of the other party, except as required by law.

11. Entire Agreement

These Terms and Conditions, along with any specific agreements or contracts related to a particular engagement, represent the entire agreement between GIFA INC. and the client regarding the subject matter herein. This comprehensive agreement supersedes any prior agreements, discussions, negotiations, or understandings, whether written or oral, that may have occurred between the parties prior to the date of this agreement.

By establishing this complete understanding, both parties acknowledge that they have not relied on any representations or promises outside of those explicitly stated in these Terms and Conditions and any related documents. No amendment, modification, or waiver of any provision of these Terms will be effective unless it is made in writing and signed by both parties. This requirement ensures that any changes to the agreement are clearly documented and agreed upon, preventing misunderstandings or disputes regarding the terms of the engagement.

Should any provision of this agreement be found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect. By engaging with GIFA INC. under these Terms and Conditions, the client acknowledges that they have read, understood, and agreed to all terms herein, thereby forming a legally binding contract.

12. Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- **By email:** info@gifainc.net