Terms of Service

Master services agreement between JJIR and its clients, including a mutual non-disclosure agreement (§8 and §8.1).

Version 2.17 · Effective 2026-10-20

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1. Parties

These Terms of Service (the "Terms") govern your use of the **jjir.org** website and any engagement with **JJ INNOVATIVE RESULTS LLC**, a limited liability company organized under the laws of the **State of Missouri** (US operations), or **JJ INNOVATIVE RESULTS, S.A.S.**, a *Sociedad por Acciones Simplificada* organized under the laws of the United Mexican States, RFC **JIR170511NC2**, constitutive folio **SAS201739443** (Mexican operations) — each the "Provider", and each referred to as "we" or "JJIR".

Only the JJIR entity named in a SOW is a party to that engagement. The two entities are legally independent; neither is liable for the other's obligations, and naming both here does not make them jointly responsible.

1.1 How to reach us

JJIR is an **exclusively online business** and publishes no postal address; the reasons and the legal basis are set out in Privacy Policy §1.1. Email is our designated official channel for all notices and communications under these Terms:

- **Legal and contractual notices:** legal@jjir.org
- **General support and inquiries:** support@jjir.org
- **Security reports:** security@jjir.org

Where a party requires our registered address in order to commence or conduct a legal proceeding, it is on public record with the government: for **JJ INNOVATIVE RESULTS LLC**, its registered office and registered agent are on file with the **Missouri Secretary of State** under charter number **LC014717777**, and the registered agent is the person designated by law to receive service of process on the company's behalf; for **JJ INNOVATIVE RESULTS, S.A.S.**, its corporate domicile is on file with the **Registro Público de Comercio** under folio **SAS201739443** and its fiscal domicile with the **SAT** under RFC **JIR170511NC2**. Only if a party cannot obtain it there will we provide it in writing, on request to **legal@jjir.org**. Nothing in these Terms limits any party's ability to effect service of process as permitted by applicable law.

2. Acceptance

By browsing jjir.org, contacting us, signing these Terms (§8.1), or signing a separate engagement document, you accept these Terms. If you do not agree, do not use the site or our services.

When you buy a package, hour block or workshop on jjir.org, you accept these Terms by ticking the acceptance box on the payment page before you pay; the payment provider records that acceptance with the purchase.

3. Services

JJIR provides software-development and operations services, including but not limited to: web platforms, **native mobile applications for iOS and Android**, backend APIs, bots and automation, cloud and Google Cloud engineering, security engineering, and database design and migration — and **consulting** on online security, Google Workspace, Google Cloud, the selection and administration of artificial-intelligence tools, and application design, together with **training** (courses and workshops, online or in person) on those same subjects. The exact deliverables, timeline, and price are defined in a separate engagement document (Statement of Work, "SOW") signed by both parties. A SOW, and any signed copy of these Terms (§8.1), is signed **electronically only**: the parties consent to do business electronically and agree that an electronic signature is valid and enforceable under the U.S. ESIGN Act, the Uniform Electronic Transactions Act as adopted in the State of Missouri, and the *Código de Comercio* of the United Mexican States. JJIR does not sign on paper.

> **The website jjir.org is a marketing surface.** No engagement is created by browsing the site or sending an inquiry — only by signing a SOW. Signing these Terms on their own (§8.1) creates the mutual confidentiality obligations of §8 and sets the terms for any later SOW, but no obligation to buy or to provide any service.

3.1 Applications and online services we publish

These Terms govern the **business-to-business services relationship** between JJIR and a client under a SOW. They are **not** the terms of use, subscription agreement or end-user licence of any application or online service that JJIR publishes itself — whether through the Apple App Store or Google Play, or directly on the web.

Use of such an application or service is governed by the terms presented with it: for an app-store application, the store operator's standard end-user licence agreement or an application-specific licence; for an application or service offered on the web, the terms published on its own website and accepted before use. In each case, that application's own privacy notice also applies. Where those terms conflict with these Terms in respect of a user of that application or service, those terms prevail for that user.

3.2 Access to client accounts and platforms

Consulting, administration and training often require access to the client's own accounts: for example a Meta business portfolio, Google Workspace or Google Cloud, advertising accounts, app-store consoles, or artificial-intelligence tools.

- **The client remains the owner.** Access is granted through the platform's own delegation tools (partner or agency access, administrator or user roles) wherever the platform offers them, rather than by sharing passwords, and at the narrowest level the work requires. The client may change or revoke it at any time.
- **JJIR uses the access only for the agreed work**, on the client's instructions, and follows the platform's own terms. Everything JJIR can see through it is the client's confidential information under §8, and any personal data in it is processed by JJIR as a processor under §9.
- **The client remains responsible** for its accounts, its compliance with each platform's terms and policies, the content it publishes, and any charges the platform bills, such as advertising spend or subscriptions, unless the SOW says otherwise. JJIR is not liable for a platform's own decisions — such as a rejected advertisement, a restricted account or a change in its rules — except where caused by JJIR's breach of these Terms.
- **When the work ends**, JJIR removes its own access, or asks the client to remove it where only the client can, within ten (10) business days, and returns or deletes any credentials or exported data under §8.

4. Inquiries and Quotes

- We aim to answer inquiries within one business day, and to provide quotes within five business days where the scope is sufficiently defined. These are service targets, not contractual guarantees, and no liability arises from a delay in responding to an inquiry.
- Quotes are valid for thirty (30) days unless stated otherwise. We may decline to quote a project at our discretion.

5. Engagement Process

Each engagement follows: scoping → SOW signature → kickoff → delivery → acceptance → handover → support window. Changes to scope follow a written change-order process referenced in the SOW.

6. Fees and Payment

- Fees, payment milestones, and currency are stated in the SOW, or, for packages, hour blocks and workshops bought on jjir.org, in the published price at the time of purchase.
- The JJIR entity that invoices follows the client's country: clients in Mexico are invoiced by **JJ INNOVATIVE RESULTS, S.A.S.** in Mexican pesos with IVA and a CFDI; all other clients by **JJ INNOVATIVE RESULTS LLC**.
- Invoices from **JJ INNOVATIVE RESULTS LLC** are payable net thirty (30) days, and invoices from **JJ INNOVATIVE RESULTS, S.A.S.** on receipt, unless the SOW or the invoice says otherwise. Package deposits, prepaid hour blocks and workshops are always payable in advance.
- Hours are billed in fifteen (15) minute increments, rounded up per client per day. Prepaid hours are used before any other billable time.
- Work and workshops are delivered online unless agreed otherwise in writing. When the client asks for work, training or a workshop in person, the client also pays the reasonable travel, transport, lodging and meal expenses it requires, at cost and agreed in advance in the SOW or in writing; these expenses are invoiced separately from the fees.

- Packages, hour blocks and workshops sold on jjir.org are offered only to businesses and professionals buying for their trade, business or profession, not to consumers; by buying, the buyer confirms that it buys in that capacity.
- The scope of each package is the one published with it on jjir.org at the time of purchase. Work beyond it is quoted separately or billed at the hourly rate, in either case only after the client agrees in writing.
- Prepaid hour blocks are valid for twelve (12) months from payment; hours not used by then expire. Unused hours are not refundable, except under the thirty (30) day refund clause below.
- A monthly support retainer renews each month until either party cancels it with thirty (30) days' written notice. The hours it includes belong to that month and do not roll over.
- If JJIR cannot begin work bought on jjir.org within thirty (30) days of payment, the client may cancel it for a full refund.
- Late payments accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law.
- Mexican invoicing complies with CFDI requirements; US invoicing complies with applicable state and federal tax requirements.

7. Intellectual Property

- **Custom deliverables** built specifically for the client under a SOW are assigned to the client upon **full payment**, on a worldwide, perpetual, exclusive basis, except for the components listed in §7.1.
- **§7.1 Reserved components.** Any pre-existing JJIR libraries, internal tooling, generic infrastructure scripts, and reusable security patterns ("Reserved Components") remain the property of JJIR and are licensed to the client on a non-exclusive, royalty-free, perpetual basis as embedded in the deliverable.
- **Open-source dependencies** retain the licenses of their upstream authors and are not affected by these Terms.

7.2 Mexican clients

For clients whose engagement is governed by Mexican law (§15), the following replaces the first bullet of §7 and qualifies §7.1:

- **Custom deliverables are a work made to order** (*obra por encargo*) under **Article 83 of the Ley Federal del Derecho de Autor**, commissioned by the client and paid for under the SOW, which is the written instrument recording the commission. The **economic rights** (*derechos patrimoniales*) in them belong to the client, without limit of time and worldwide, **from full payment** of the fees for that deliverable; until then they remain with JJIR. Because this is a work made to order and not a transfer of rights, the time limits of Articles 30 to 33 of that law do not apply to it.
- **Moral rights** (*derechos morales*) belong by law to the individual authors and cannot be transferred or waived. They include the right to be named as author, which the client may honour in the documentation rather than in the product.
- **Reserved Components** (§7.1) are licensed, not commissioned. Their licence is granted for fifteen (15) years, justified by the investment the deliverable represents, and renews automatically for successive periods of fifteen (15) years for as long as the client uses the deliverable. JJIR will not refuse a renewal.

7.3 Client materials

The client grants JJIR a non-exclusive, royalty-free licence to use the logos, trademarks, images, video, text, product data and other materials it provides ("Client Materials") solely to perform the services — for example to prepare, edit and publish its promotional content — for the duration of the engagement. The client keeps every right in them and warrants that it holds the rights and, where people appear, the consents needed for that use; third-party claims arising from Client Materials fall under the client's indemnity in §12. Promotional pieces JJIR creates for the client from them are custom deliverables under §7.

7.4 Training materials

Course and workshop materials made by JJIR (slides, exercises, guides and recordings) remain JJIR's, except for the parts that contain Client Materials. The client and its participants may use them within the client's organization, but may not resell or publish them, or use them to train anyone outside it, without JJIR's written consent. A session is recorded only with the agreement of JJIR and of the participants.

8. Confidentiality

"Confidential information" is any non-public information one party discloses to the other, in any form, that is marked confidential or that a reasonable person would understand to be confidential — including business plans, systems and their configuration, credentials, source code, pricing, personal data, and whatever JJIR can see in the accounts and platforms the client gives it access to (§3.2).

- Each party will use the other's confidential information only to evaluate or perform an engagement, will disclose it only to its own people and subcontractors (§18) who need it for that purpose and are bound by obligations no less protective, and will protect it with at least the same care it uses for its own confidential information, and not less than reasonable care.
- The obligation applies from the first disclosure, **including information shared while the parties evaluate a possible engagement before any SOW is signed**, and lasts five (5) years after the last disclosure or the end of the last engagement, whichever is later. Trade secrets and personal data stay protected for as long as they remain such.
- Excluded: information that is or becomes public through no fault of the receiving party, was known to it before disclosure, is developed independently without use of the other party's information, or is required to be disclosed by law (with prompt notice to the other party where lawful).
- On written request, or at the end of the engagement, each party returns or deletes the other's confidential information, except copies it must keep by law or that sit in routine backups, which remain protected under this section.

8.1 Signing these Terms as a non-disclosure agreement

Either party may ask that these Terms be signed before any confidential information is exchanged. A copy signed electronically by both parties as described in §3, is a **binding mutual non-disclosure agreement** under §8 from the date of signature, even if no SOW follows, and it governs every later SOW between the same parties unless that SOW says otherwise. Each signed copy states its version and SHA-256 fingerprint, so the exact text agreed can always be established. Where a client requires its own non-disclosure agreement, JJIR will review it, and if both parties sign it, it prevails over §8 for the information it covers.

9. Data Protection

JJIR's role with respect to personal data is described in the **Privacy Policy**. Where JJIR processes personal data on behalf of a client (acting as a data processor), the engagement contract includes a data-processing addendum meeting the requirements of the LFPDPPP and of the applicable US state privacy laws. Where a client's own operations bring it within a regime we do not otherwise work under, the addendum is extended to meet that regime as part of scoping.

10. Warranties

JJIR warrants that the services will be performed in a professional and workmanlike manner consistent with industry standards. Software is delivered "as-is" subject to the bug-fix and acceptance terms in the SOW. **No other warranties are provided**, express or implied, including warranties of merchantability or fitness for a particular purpose, except those that cannot be disclaimed under applicable law.

11. Limitation of Liability

To the maximum extent permitted by applicable law, JJIR's total aggregate liability under or in connection with the engagement is limited to the **fees actually paid by the client** for the services giving rise to the claim during the twelve (12) months preceding the event causing the claim. JJIR is not liable for indirect, incidental, consequential, or punitive damages, including lost profits or lost data, even if advised of the possibility.

Nothing in these Terms limits or excludes liability for fraud, willful misconduct (*dolo*), or gross negligence, or any other liability that cannot be limited or excluded under applicable law. Under Mexican law in particular, liability arising from *dolo* cannot be waived in advance, and any agreement purporting to do so is void.

12. Indemnification

Each party will indemnify the other against third-party claims arising from its own breach of these Terms or its own negligent or willful acts. JJIR's indemnification obligation is subject to the limitation of liability in §11.

13. Termination

Either party may terminate an engagement (i) for material breach with thirty (30) days' written notice if the breach is not cured; (ii) for insolvency or assignment for the benefit of creditors; or (iii) as otherwise stated in the SOW. Upon termination, fees due for work performed are payable, and JJIR delivers the work-in-progress in its current state.

14. Force Majeure

Neither party is liable for delays caused by events beyond reasonable control (acts of god, war, government action, internet or cloud-provider outages affecting global regions, pandemics). Affected obligations are

suspended for the duration of the event.

15. Governing Law and Venue

For US clients: these Terms are governed by the laws of the **State of Missouri**, without regard to conflict of law rules. Disputes are resolved in the state or federal courts located in the State of Missouri.

For Mexican clients: these Terms are governed by the laws of the **United Mexican States**, with venue in the courts of the **State of Guanajuato**, México.

For clients in any other country: as stated in the SOW or, if it says nothing, as for US clients.

Nothing in this section deprives a consumer of the protection of any mandatory provision of the law of the consumer's place of residence.

16. Notices

Notices to JJIR under these Terms shall be sent by email to **legal@jjir.org**, and are deemed given on the business day following transmission absent a delivery failure. Notices to the client shall be sent to the email address stated in the SOW.

Because JJIR publishes no postal address (§1.1), **email is the designated method for contractual notice** and no party may treat a notice as ineffective for want of a postal copy. Where a party requires the registered corporate domicile for service of process, §1.1 states how to obtain it.

17. Assignment

Neither party may assign these Terms or a SOW without the other's prior written consent, which will not be unreasonably withheld. Either party may assign to a successor in a merger, acquisition, or sale of substantially all assets on written notice. Any purported assignment in breach of this section is void.

18. Subcontractors

JJIR may engage subcontractors and independent contractors to perform part of the services. JJIR remains fully responsible for their work, and for their compliance with the confidentiality and data-protection obligations in these Terms, as if it were its own.

JJIR may also use artificial-intelligence assistants and other software tools to perform the services, only under commercial terms that forbid the provider to use client data to train its models. JJIR remains responsible for that use as for its subcontractors, the client's confidential information stays protected under §8, and the client may restrict or exclude such tools in the SOW.

19. Publicity and references

Neither party may use the other's name, logo, or trademarks in publicity without prior written consent, **except** that JJIR may identify the client by name and describe the engagement in general terms in its portfolio, proposals, and website. The client may withdraw that permission at any time by written notice to legal@jjir.org, and JJIR will remove the reference within thirty (30) days.

No confidential information, client data, source code, or screenshot containing either may be published under this section. Client Materials (§7.3), and deliverables made from them, appear in JJIR's portfolio only with the client's written consent.

20. No waiver

A failure or delay in enforcing any provision is not a waiver of it. A waiver is effective only if given in writing, and a waiver on one occasion does not waive the same provision on any later occasion.

21. Survival

Sections that by their nature are intended to continue do so after termination or expiry, including §7 (Intellectual Property), §8 (Confidentiality), §9 (Data Protection), §10 (Warranties), §11 (Limitation of Liability), §12 (Indemnification), §15 (Governing Law and Venue), §19 (Publicity), and this §21.

22. Severability

If any provision is held unenforceable, the remainder remains in full force and effect, and the unenforceable provision is modified to the minimum extent necessary to make it enforceable while preserving its intent.

23. Entire Agreement

These Terms together with the applicable SOW and any data-processing addendum constitute the entire agreement between the parties regarding the subject matter, superseding any prior or contemporaneous agreements or representations.

23.1 Language

These Terms are published in English and in Spanish, and both versions have the same content. If they ever differ, the Spanish version prevails for clients whose engagement is governed by Mexican law (§15), and the English version prevails for all other clients.

24. Changes

We may update these Terms. The version and effective date appear at the top. Changes apply to engagements signed after the effective date; existing engagements, and signed copies of these Terms (§8.1), continue under the version of the Terms in force at signature unless both parties agree in writing to the new version.

25. Contact

- **Legal and contractual notices:** legal@jjir.org
- **General support and inquiries:** support@jjir.org
- **Security reports:** security@jjir.org
- **Privacy and data-subject rights (ARCO rights in México):** privacy@jjir.org

- **Official domain:** jjir.org

We publish no postal address; see **§1.1** for the reasons, the legal basis, and how to obtain our registered corporate domicile if you need it for a proceeding.

> **Which version governs your engagement.** These Terms are the public version. The version in force on the date your SOW is signed is the one that governs it, and §24 keeps it that way for the life of that engagement. The SHA-256 fingerprint at the foot of this page is computed from this exact text, so the applicable version can be established rather than argued about. A PDF of the current version, with its fingerprint and a signature page, can be downloaded from this page; on request to **legal@jjir.org** we will provide the version in force on any earlier date.

Signature page

By signing below, the parties accept the JJIR Terms of Service, version 2.17, effective 2026-10-20, whose complete text precedes this page and whose SHA-256 fingerprint is printed below. From the date of the last signature these Terms bind the parties as a **mutual non-disclosure agreement** under §8 and §8.1, including for information shared before any SOW is signed, and they govern every SOW the parties later sign unless that SOW says otherwise. Signing creates no obligation to buy or to provide any service.

SHA-256 fingerprint: ca4168e43c9533c79a9bb6daa6f23484dc11631257aab2c455f2ba40be192f4c

PROVIDER	CLIENT
JJ INNOVATIVE RESULTS, S.A.S.	
Company	Company
Name	Name
Title	Title
Signature	Signature
Date	Date

Signed electronically only (§3), never on paper. Each party receives the PDF signed by both.