STAPETECH
TERMS OF SERVICE

Last Updated: July 2, 2025
Effective Date: July 2, 2025

These Terms of Service ("Terms") constitute a legally binding agreement between you, the client or user ("Client," "You," Or "Your") and StapeTech, a business operating under the laws of Ghana, located in Kumasi, Ashanti Region, Ghana ("StapeTech,""We," "Us" Or "Our"). These Terms govern your access to and use of our website, services, and any other interactions you have with StapeTech.
By accessing or using any part of our website or services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy. If you do not agree to these Terms, you may not access or use our website or services.

PLEASE READ THESE TERMS CAREFULLY BEFORE ENGAGING OUR SERVICES.

1. Acceptance of Terms and Scope of Agreement

1.1. **Agreement to Terms:** By engaging StapeTech for any services, or by accessing and using the StapeTech website, you hereby represent and warrant that you have read, understood, and expressly agree to be bound by these Terms of Service. These Terms apply to all visitors, users, and others who wish to access or use the Service.

1.2. **Service-Specific Agreements:** These Terms of Service serve as the overarching legal framework for all interactions with StapeTech. However, for specific projects and service engagements (website development, mobile app development, and digital marketing campaigns), a separate, detailed "Service Agreement," "Project Proposal," or "Statement of Work" will be entered into between StapeTech and the Client. This separate agreement will outline the precise scope of work, deliverables, timelines, payment schedules, and any project-specific conditions. In the event of any conflict or inconsistency between these general Terms of Service and a specific Service Agreement, the provisions of the Service Agreement shall prevail solely concerning the specific project it addresses.

1.3. Eligibility: You must be at least 18 years of age and have the legal capacity to enter into a binding agreement to use our services. By using our services, you confirm that you meet these eligibility requirements.

2. Services Provided by StapeTech

2.1. Overview of Services: StapeTech offers a comprehensive suite of digital solutions, including but not limited to:

I. **Website Development:** Design, development, and deployment of custom websites (e-commerce, corporate, portfolio, etc.).

II. **Game Development:** Conception, design, and programming of interactive digital games for various platforms.

III. **Mobile App Development:** Development of native (iOS, Android) and cross-platform mobile applications.

IV. **Mobile App Designing:** User Interface (UI) and User Experience (UX) design for mobile applications.

V. **Graphic Design:** Branding, logo design, marketing collateral, and other visual communication assets.

VI. **Digital Marketing:** Search Engine Optimization (SEO), Social Media Marketing, Content Marketing, Paid Advertising (PPC).

VII. **Digital Advisory:** Strategic consulting, digital audits, and technology recommendations.

2.1. Service Deliverables: The exact deliverables for each service will be clearly defined in the respective Service Agreement. StapeTech will exercise professional skill and care in performing these services and delivering the agreed-upon outputs.

2.2. Third-Party Tools and Services: In the course of providing services, StapeTech may utilize or recommend certain third-party software, platforms, plugins, themes, or services (hosting providers, content management systems, analytics tools, stock photo subscriptions). While StapeTech strives to select reliable third-party resources, we do not guarantee their uninterrupted availability, functionality, or compatibility with other systems. The Client acknowledges that these third-party tools may be subject to their own terms and conditions and privacy policies, for which StapeTech bears no responsibility. Any fees associated with such third-party services, unless explicitly included in the Service Agreement, shall be the responsibility of the Client.

3. Client Responsibilities and Obligations

3.1. **Provision of Information and Assets:** The Client agrees to provide StapeTech with all necessary information, content (text, images, videos, audio files, product data), brand guidelines, login credentials (to hosting accounts, domain registrars, social media platforms), and any other assets required for the timely and effective execution of the services. Delays in providing such resources may impact project timelines and may incur additional charges for StapeTech's extended time.

3.2. **Timely Feedback and Approvals:** The Client commits to providing timely feedback, reviews, and approvals on all deliverables, mock-ups, drafts, and prototypes presented by StapeTech within the timelines specified in the Service Agreement or as otherwise mutually agreed. Failure to provide timely feedback may result in project delays, and StapeTech shall not be held responsible for such delays. If no feedback or approval is received within a specified period (1-2 business days), the deliverable may be deemed approved, and the project may proceed to the next stage.

3.3. **Content Rights and Legality:** The Client represents and warrants that all content, materials, and information provided to StapeTech for use in the project (including but not limited to text, images, logos, trademarks, audio, and video) are either original to the Client, or the Client has obtained all necessary licenses, permissions, consents, and intellectual property rights to use and permit StapeTech to use such content for the purposes of the project. The Client agrees that none of the content provided will be illegal, defamatory, obscene, infringing upon any third-party rights, or otherwise violate any applicable laws or regulations. The Client shall indemnify and hold StapeTech harmless from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from the Client's breach of this warranty.

3.4. **Payment Obligations:** The Client is solely responsible for timely payment of all fees and expenses as outlined in the Service Agreement and subsequent invoices. Failure to adhere to the agreed-upon payment schedule may result in the suspension of services, removal of project files from StapeTech servers, or termination of the Service Agreement, without prejudice to StapeTech's right to pursue outstanding payments.

3.5. **Accessibility and Technical Access:** For services requiring technical access (website development, hosting management), the Client agrees to provide StapeTech with necessary and secure access credentials (FTP, cPanel, database, API keys). The Client is responsible for ensuring these credentials remain valid and functional throughout the project duration

4. Payment Terms, Invoicing, and Refunds

4.1. Pricing and Quotes: All project pricing and fee structures will be detailed in the Service Agreement. Quotes provided by StapeTech are valid for a specified period (30 days) from the date of issuance. Pricing is based on the scope of work as understood and agreed upon at the time of quoting.

4.2. Payment Schedule: Payments are typically structured with an upfront deposit (non-refundable), followed by milestone payments upon completion of agreed-upon project phases, and a final payment upon project completion and before final delivery or launch. Specific payment percentages and due dates will be clearly outlined in the Service Agreement.

4.3. Invoicing and Payment Methods: Invoices will be issued electronically. Payments can be made via bank transfer, mobile money, or other methods as specified on the invoice.

4.4. Late Payments: Invoices not paid by the due date will be subject to a late payment penalty, typically a percentage of the overdue amount per month (10% per month, or the maximum allowed by law, whichever is lower), accruing daily. StapeTech reserves the right to suspend all services, including website hosting, maintenance, or further development work, until all outstanding balances are settled. StapeTech also reserves the right to remove any developed work from public view if payment is significantly overdue.

4.5. Project Delays Due to Client: If project completion is delayed due to the Client's failure to provide timely feedback, content, or approvals as outlined in Section 3.2, and this delay extends beyond a mutually agreed buffer period, StapeTech reserves the right to issue invoices for work completed to date, even if the project is not fully launched, or to adjust the final project cost to account for extended resource allocation.

4.6. No Refunds: Deposits are non-refundable. Once a project phase is approved and payment for that phase is made, it is generally non-refundable, as it covers the costs of work already performed and resources allocated. In exceptional circumstances, and at StapeTech's sole discretion, a partial refund may be considered if a project is terminated due to StapeTech's inability to deliver a core aspect of the service as defined in the Service Agreement, and only for the portion of work not yet performed.

5. Intellectual Property Rights

5.1. Client Ownership of Provided Content: All text, images, logos, trademarks, data, and other content provided by the Client to StapeTech for incorporation into the project ("Client Content") shall remain the sole intellectual property of the Client. The Client grants StapeTech a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, and display the Client Content solely for the purpose of performing the services under the Service Agreement.

5.2. StapeTech Ownership of Tools and Pre-existing IP: StapeTech retains all intellectual property rights to its proprietary methodologies, tools, software (including custom scripts, reusable code libraries, frameworks, and templates not specifically developed for the Client), general know-how, and any pre-existing intellectual property developed or acquired by StapeTech prior to or independently of the Service Agreement ("StapeTech IP").

5.3. Client Ownership of Final Deliverables: Upon full and final payment for all services as outlined in the Service Agreement, and subject to Section 5.2, StapeTech shall assign to the Client all intellectual property rights in the final, custom-developed deliverables specifically created for the Client under that Service Agreement (unique website design, custom-coded features, and specific graphic designs). This assignment explicitly excludes any third-party software, open-source components, stock assets, or StapeTech IP that are integrated into the deliverables, which are licensed to the Client for use in the delivered project in accordance with their respective licenses.

5.4. Portfolio and Marketing Rights: Notwithstanding Section 5.3, the Client grants StapeTech a perpetual, non-exclusive, worldwide, royalty-free license to display the completed project (including screenshots, videos, and descriptions) in StapeTech's online and offline portfolios, case studies, social media, and other marketing materials for promotional purposes.

6. Revisions, Scope Changes, and Project Timelines

6.1. Included Revisions: The Service Agreement will specify the number of revision rounds included for each major deliverable (design mock-ups, website pages, app screens). Revisions are typically minor modifications within the established scope.

6.2. Out-of-Scope Requests / Scope Changes: Any requests for changes, additions, or modifications to the project after the Service Agreement has been signed that alter the original scope, functionality, or deliverables will be considered a "Scope Change." All Scope Changes must be submitted in writing by the Client and will be evaluated by StapeTech. If a Scope Change necessitates additional work, resources, or extends the project timeline, StapeTech will provide a written "Change Order" detailing the proposed additional costs and

revised timeline. Work on the Scope Change will only commence after the Client provides written approval of the Change Order and any associated deposit.

6.3. Project Timelines: StapeTech will make every reasonable effort to complete projects within the estimated timelines provided in the Service Agreement. However, these timelines are estimates and are contingent upon the Client's timely provision of content, feedback, and approvals as outlined in Section 3.2, and the absence of significant Scope Changes. StapeTech shall not be liable for delays caused by factors beyond its reasonable control, including but not limited to Client delays, third-party service interruptions, force major events, or technical issues.

7. Confidentiality

7.1. Mutual Confidentiality: Both StapeTech and the Client agree to maintain the strict confidentiality of all proprietary and confidential information obtained from the other party during the course of the project. This includes, but is not limited to, business strategies, marketing plans, financial data, technical specifications, trade secrets, customer lists, and other non-public information.

7.2. Exceptions: The obligation of confidentiality shall not apply to information that:
    a) is or becomes publicly known through no fault of the receiving party;
    b) was rightfully known to the receiving party prior to disclosure by the disclosing party;
    c) is independently developed by the receiving party without use of or reference to the disclosing party's confidential information;
    d) is rightfully obtained by the receiving party from a third party without restriction on disclosure; or
    e) is required to be disclosed by law, regulation, or a valid court order, provided that the receiving party provides prior written notice to the disclosing party, if legally permissible, to allow the disclosing party an opportunity to seek a protective order.

7.2. Duration of Obligation: The confidentiality obligations set forth herein shall remain in effect for a period of five (5) years following the termination or completion of the services, or indefinitely for trade secrets.

8. Warranties, Disclaimers, and Limitation of Liability

8.1. StapeTech Warranties: StapeTech warrants that:

i. The services will be performed in a professional and workmanlike manner, consistent with industry standards.
ii. The final deliverables, upon full payment, will substantially conform to the specifications outlined in the Service Agreement.
iii. We will use commercially reasonable efforts to ensure that deliverables are free from material defects in code or design at the time of launch, provided such defects are reported within a reasonable bug-fix period (30 days post-launch).

8.2. Client Warranties: The Client warrants that:
i. It has the full power and authority to enter into these Terms and any Service Agreement.
ii. All information provided to StapeTech is accurate and complete.
iii. It owns or has the necessary licenses/rights for all Client Content provided to StapeTech (as per Section 3.3).

8.3. Disclaimers:
i. **No Guarantees of Results:** StapeTech makes no guarantees regarding specific business outcomes, increased sales, website traffic, search engine rankings, or any other financial or performance results from the use of our services. Digital marketing results can vary based on numerous factors beyond our control.
ii. **"As Is" Basis (Website):** Except for the explicit warranties provided in Section 8.1, the StapeTech website and its content are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
iii. **Technology Limitations:** StapeTech is not responsible for any issues arising from third-party software, operating system updates, browser incompatibilities, or other external technological factors that may affect the functionality of deliverables after launch, unless explicitly covered under a separate maintenance agreement.
iv. **Errors and Omissions:** While StapeTech strives for accuracy, we do not warrant that our website will be error-free or uninterrupted.

8.4. Limitation of Liability: To the maximum extent permitted by applicable law, in no event shall StapeTech, its directors, employees, partners, agents, suppliers, or affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:
i. Your access to or use of or inability to access or use the Service.
ii. Any conduct or content of any third party on the Service.
iii. Any content obtained from the Service.

iv. Unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

In no event shall StapeTech's total aggregate liability to the Client for any and all claims arising out of or related to these Terms or the services provided hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees paid by the Client to StapeTech for the specific services giving rise to the claim during the six (6) months immediately preceding the event giving rise to the claim.

9. Indemnification

The Client agrees to defend, indemnify, and hold harmless StapeTech and its licensees and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of:

i. Your use and access of the Service, by you or any person using your account and password.
ii. A breach of these Terms, particularly your warranties regarding Client Content (Section 3.3).
iii. Any content provided by you (Client Content), including any claim that the Client Content infringes, misappropriates, or violates the intellectual property rights, privacy rights, or other rights of any third party.
iv. Your violation of any rights of a third party.
v. Your violation of any applicable law or regulation.

10. Termination

10.1. Termination by Client: The Client may terminate a Service Agreement for convenience by providing written notice to StapeTech. In such an event, the Client shall be obligated to pay for all services rendered and expenses incurred by StapeTech up to the effective date of termination, calculated based on the project's percentage of completion and hourly rates for any non-milestone-based work. Any upfront deposits are non-refundable.

10.2. Termination by StapeTech: StapeTech may terminate a Service Agreement or suspend services immediately, without prior notice or liability, if:

i. The Client breaches any material provision of these Terms or the Service Agreement (failure to make timely payments, providing illegal content).

ii. The Client fails to provide necessary feedback or content, causing undue delays to the project, despite reasonable efforts by StapeTech to solicit such information.

iii. We believe, in our sole discretion, that your actions are harmful to StapeTech or third parties.

10.3. Effect of Termination: Upon termination for any reason:

i. All outstanding payments for services rendered up to the termination date become immediately due and payable.

ii. StapeTech will cease all work on the project.

iii. Any intellectual property rights to partially completed work will remain with StapeTech until full payment is received for that work. If the project is terminated due to Client breach, StapeTech reserves the right to retain all work performed and refuse release of files until all outstanding invoices are settled.

iv. Sections related to intellectual property, payment obligations, indemnification, disclaimer of warranties, limitation of liability, governing law, and dispute resolution shall survive termination.

11. Governing Law and Dispute Resolution

11.1. Governing Law: These Terms and any Service Agreement shall be governed by and construed in accordance with the laws of Ghana, without regard to its conflict of law provisions.

11.2. Informal Resolution: In the event of any dispute, claim, or controversy arising out of or relating to these Terms, the Service Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, both parties agree to first attempt to resolve the dispute informally through good faith negotiation. Either party may send a written notice to the other party outlining the nature of the dispute and proposed resolution.

11.3. Mediation: If informal negotiation fails to resolve the dispute within thirty (30) days of the initial notice, the parties agree to engage in non-binding mediation conducted by a mutually agreed-upon mediator in Kumasi, Ashanti Region, Ghana. The costs of mediation shall be shared equally by both parties.

11.4. Arbitration/Litigation: If mediation does not resolve the dispute, the parties may pursue legal remedies. Any legal action or proceeding arising under these Terms shall be brought

exclusively in the courts located in Kumasi, Ashanti Region, Ghana. Both parties hereby consent to the personal jurisdiction and venue of such courts.

12. General Provisions

12.1. Entire Agreement: These Terms of Service, together with any applicable Service Agreements, Project Proposals, or Statements of Work, and the Privacy Policy, constitute the entire agreement between you and StapeTech concerning the subject matter hereof and supersede all prior or contemporaneous communications, understandings, and agreements, whether oral or written.

12.2. Severability: If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

12.3. Waiver: No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or any other term, and StapeTech's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

12.4. Assignment: You may not assign or transfer your rights or obligations under these Terms without the prior written consent of StapeTech. StapeTech may assign or transfer its rights and obligations under these Terms at its sole discretion, provided such assignment does not materially prejudice your rights.

12.5. Force Major: StapeTech shall not be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

12.6. Headings: The headings used in these Terms are for convenience only and shall not affect their interpretation.

12.7.Amendments to Terms: StapeTech reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. 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 the Service.