

TERMS OF SERVICE

Etsibew Interactive

Effective Date: 1st January 2023

1. Acceptance of Terms

By accessing our website or engaging our services, you agree to these Terms of Service ("Terms"). If you do not agree, please do not use our services.

2. Scope of Services

Etsibew Interactive provides digital design, development, consulting, and related creative services ("Services").

The exact scope, deliverables, timelines, and pricing will be defined in written proposals, emails, or agreements shared with the client.

Any work outside the agreed scope may require additional time and cost.

3. Project Timelines & Delivery

3.1 Estimated Timelines

All project timelines provided are estimates, not guarantees, unless explicitly stated otherwise in writing.

Delivery timelines may vary depending on:

- Project complexity
- Client feedback and approvals
- Third-party dependencies
- Technical constraints

3.2 Client Dependencies & Delays

Project timelines are dependent on timely inputs from the client, including but not limited to:

- Content, assets, branding materials
- Feedback and approvals
- Access credentials or integrations

Any delay from the client side will automatically extend the project timeline without penalty to Etsibew Interactive.

3.3 Revision & Approval Delays

If feedback or approvals are not provided within a reasonable timeframe, we reserve the right to:

- Pause the project

- Revise delivery timelines
- Resume work once approvals are received

4. Extension of Time (Delay Protection Clause)

Etsibew Interactive shall not be held liable for delays caused by circumstances beyond reasonable control, including but not limited to:

- Change in project scope
- Additional revision requests
- Third-party service outages (hosting, APIs, plugins, platforms)
- Technical limitations or compatibility issues
- Regulatory or compliance changes
- Force majeure events (natural disasters, internet outages, strikes, pandemics, etc.)

In such cases, delivery timelines will be reasonably extended to accommodate the delay.

5. Change Requests & Scope Creep

Any request that alters the originally agreed scope (features, pages, integrations, design direction, etc.) will be treated as a change request.

Change requests may:

- Require additional time
- Incur additional cost
- Result in revised delivery timelines

Work will proceed only after mutual confirmation.

6. Third-Party Tools & Integrations

We may use third-party tools, libraries, hosting services, or platforms as part of the project. We are not responsible for delays, limitations, or failures caused by such third-party services.

7. Client Responsibilities

The client agrees to:

- Provide accurate information and materials
- Review deliverables promptly
- Ensure they have rights to all provided content
- Make payments as agreed

Failure to meet these responsibilities may affect delivery timelines.

8. Intellectual Property

Upon full payment, ownership of final deliverables will be transferred to the client, unless otherwise agreed.

Etsibew Interactive retains the right to showcase work for portfolio and marketing purposes unless explicitly restricted.

9. Limitation of Liability

To the maximum extent permitted by law:

- We shall not be liable for indirect, incidental, or consequential damages
- Our total liability shall not exceed the amount paid for the specific service

10. Suspension or Termination

We reserve the right to suspend or terminate services if:

- Payments are overdue
- Terms are violated
- Client communication becomes unreasonably delayed

11. Governing Law

These Terms shall be governed by and interpreted in accordance with applicable laws of the operating jurisdiction.

12. Changes to Terms

We may update these Terms at any time. Continued use of our services implies acceptance of the revised terms.

13. Contact Information

For questions regarding these Terms, contact:

Email: etsibew.interactive@gmail.com