

# Website Management Services Terms and Conditions

## 1. Introduction

These Terms and Conditions govern the provision of website management services by HWS Technologies ("HWS," "we," "us," or "our") to the client ("you" or "your") within the Republic of Ghana. By engaging HWS for website management services, you agree to be bound by these Terms and Conditions, which are subject to the laws of Ghana.

## 2. Services

HWS will provide website management services as described in the chosen package. Services may include, but are not limited to:

- **Content Updates:** Updating website content, including text, images, and videos, within the limits specified in the chosen package.
- **Security Monitoring:** Regular security scans and vulnerability patching to protect your website from threats.<sup>1</sup>
- **Performance Optimization:** Optimizing website speed and performance through various techniques.
- **Plugin and Theme Updates:** Updating website plugins and themes to ensure compatibility and security.<sup>2</sup>
- **Analytics Review:** Providing website analytics reports and recommendations.
- **Search Engine Optimization (SEO):** Implementing SEO best practices to improve website visibility.
- **Technical Support:** Providing technical support via email or phone.
- **Troubleshooting:** Resolving website issues and errors.

## 3. Client Responsibilities

You are responsible for:

- Providing accurate and complete information required for the services.
- Providing website access credentials and necessary content.
- Approving content updates and changes before they are implemented.
- Maintaining backups of your website data.
- Ensuring that your website content complies with all applicable laws and regulations of Ghana, including those related to data protection, consumer protection, and intellectual property.

## 4. Payment Terms

- Payment for website management services is due **annually**, in advance, in Ghanaian Cedis (GHS).
- You may also choose to pay the USD equivalent of the annual fee, calculated using the prevailing exchange rate published by the Bank of Ghana on the date of payment.
- Accepted payment methods are bank transfer and mobile money.
- Late payments may be subject to a late payment fee of 10% of the amount due, in accordance with prevailing interest rates and debt recovery practices in Ghana.

## **5. Refunds and Cancellations**

- You may cancel the services at any time by providing a 30 days written notice to HWS.
- No refunds will be issued for unused portions of the service period, except in cases where HWS fails to provide the agreed-upon services.
- HWS may terminate the services for any breach of these Terms and Conditions, including non-payment, with appropriate notice as per Ghanaian legal requirements.

## **6. Intellectual Property**

- You retain ownership of all website content, design elements, and code, subject to any existing third-party licenses or contracts.
- HWS retains ownership of any custom code or development work created specifically for your website, with a non-exclusive license granted to you for its use on your website.
- You grant HWS a non-exclusive license to use your website content for the purpose of providing the services, in compliance with Ghanaian copyright laws.

## **7. Confidentiality**

- HWS will treat all client information as confidential and comply with the Data Protection Act of Ghana (Act 843) in handling personal data.
- HWS will not disclose client information to any third party without your consent, except as required by law or a court order in Ghana.

## **8. Disclaimer of Warranties**

- HWS provides the services "as is" and without any warranties, express or implied, except those implied by the laws of Ghana.
- HWS does not guarantee specific search engine rankings or website traffic results.
- HWS is not responsible for any downtime or data loss caused by factors outside of our control, including internet outages, third-party service disruptions, or force majeure events.

## **9. Limitation of Liability**

- HWS's liability for any damages or losses arising from the services shall be limited to the amount of fees paid by you for the services in the preceding 12 months, except in cases of gross negligence or willful misconduct.
- HWS shall not be liable for any indirect, incidental, consequential, or special damages, unless otherwise stipulated by Ghanaian law.

## **10. Governing Law and Dispute Resolution**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Ghana. Any dispute arising from these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Ghana. Parties are encouraged to seek amicable settlement of disputes through mediation or arbitration in accordance with Ghanaian laws and practices.

## **11. Amendments**

HWS reserves the right to amend these Terms and Conditions at any time, in compliance with

Ghanaian contract law. Any amendments will be communicated to you via email or by posting the updated Terms and Conditions on our website.

## **12. Entire Agreement**

These Terms and Conditions constitute the entire agreement between you and HWS with respect to the services and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

## **13. Contact Information**

If you have any questions about these Terms and Conditions, please contact us at:

### **HWS Technologies**

**ACCRA OFFICE:** 4 Hibiscus Street, Spintex.

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