Terms and Conditions

Introduction

Welcome to **stack8s Ltd's** Terms of Service! This document (the "TOS") is a binding contract between you ("you" or the "User") and **stack8s Ltd** ("we," "us," or "our"). It explains the terms under which you may use our websites located at https://stack8s.com and any of our products, services, features, content, or applications (collectively, the "Websites" and "Services").

By accessing or using the Websites or Services, you agree that you have read, understood, and consent to be bound by these TOS. If you do not agree, please do not use our Websites or Services.

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1. Other Agreements Incorporated by Reference

Our TOS may incorporate additional agreements, policies, or guidelines relevant to your use of certain specific features or Services (for example, data processing agreements, privacy policies, and acceptable use policies). Those documents will be presented to you as needed within the relevant Services or on our Website at https://stack8s.com. By continuing to use our Services, you also agree to those additional terms.

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2. Whom This TOS Applies To

When we say "User," "you," or "your," we mean the individual or entity that is using our Websites or Services. If you are using the Services on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to this TOS, and "you" will refer to that entity.

When we say "stack8s Ltd," "we," "us," or "our," we are referring to **stack8s Ltd** (including its parents, subsidiaries, and affiliates).

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3. Eligibility & Registration

1. **Compliance With Laws.** You may only use our Websites and Services if your use complies with all applicable laws, rules, and regulations in your jurisdiction(s). Your right to access the Websites and Services is revoked where use is prohibited.

2. **Age Requirements.** Our Websites and Services are intended for users who are at least 18 years of age, or the age of majority in your jurisdiction, whichever is higher. By using the Websites or Services, you represent and warrant you meet this age requirement.
3. **Account Creation.** Certain Services require you to create an account ("Account"), providing accurate and complete information (e.g., name, email address, and valid payment method). You agree to keep your Account information current and accurate. Our use of this information is governed by our Privacy Policy, available at https://stack8s.com.
4. **Changes to the Services.** We may, at any time and without liability, modify or discontinue all or part of our Services. We will endeavor to provide notice where reasonably practicable, but may do so immediately if required for legal or security reasons.

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4. stack8s Ltd Proprietary Rights

1. **Ownership of Materials.** As between you and **stack8s Ltd**, all content, trademarks, logos, designs, text, graphics, software, and other materials (collectively, the "Materials") provided through our Websites and Services are owned by **stack8s Ltd** or its licensors and are protected by intellectual property laws. Except as expressly allowed in this TOS, you have no license to use or reproduce them.
2. **Feedback.** If you provide suggestions or comments ("Feedback") about our Websites or Services, you grant us a perpetual, irrevocable, royalty-free, transferable license to use that Feedback in any way without further notice or compensation to you.
3. **Use of Name and Logos.** You grant us permission to include your name, logos, and trademarks in our promotional materials unless you revoke that permission by sending notice to support@stack8s.ai.
4. **Open Source.** Some Materials we provide may be subject to open-source licenses. If so, you agree to comply with any applicable open-source terms, which will control in the event of a conflict with this TOS.

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5. User Content & Community

1. **User Content.** Our Websites or Services may allow you or other users to submit, upload, or otherwise provide messages, reviews, media, images, folders, data, text, and other material ("User Content"). By submitting User Content, you represent that you own or have all necessary rights to that content.
2. **User Content License.** By providing User Content, you grant **stack8s Ltd** a worldwide, non-exclusive, royalty-free license to host, store, transfer, display, and reproduce your User Content for the limited purpose of operating and improving our Services.
3. **Disclaimer.** We do not guarantee the accuracy, quality, or reliability of User Content, and disclaim all liability for any errors or omissions. We reserve the right (but not the obligation) to remove or modify any User Content at our discretion.

4. **Responsibility.** You are solely responsible for your User Content. You agree not to post anything that is infringing, defamatory, obscene, abusive, or violates any applicable law. You will indemnify and hold **stack8s Ltd** harmless from any claims arising out of your User Content.

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6. Your Services Content

1. **Definition.** "Services Content" refers to source code, files, software, processes, interfaces, data, text, and other information you store, host, or process through our Services.
2. **Your Rights & Obligations.** You retain any ownership rights you hold in your Services Content. You grant us a license to host and process your Services Content solely for providing and maintaining our Services.
3. **End Users.** If you allow third parties ("End Users") to access your Services Content or use our Services through your Account, you are responsible for their compliance with this TOS.
4. **Security & Backups.** You are responsible for configuring and using the Services in a secure manner and for backing up your Services Content. **stack8s Ltd** does not guarantee data backups and is not liable for data loss or corruption.
5. **Storage & Transfer.** We may store and process your Services Content in data centers or other locations we choose, and you agree to such storage and transfer.

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7. Rules of Conduct

1. **Acceptable Use Policy.** You must comply with our Acceptable Use Policy (if provided on https://stack8s.com) when using the Websites or Services. Any breach of such policy constitutes a breach of this TOS.
2. **Account Responsibility.** You are responsible for the actions that occur under your Account, including all data, activity, and use by you or anyone else with access to your Account.
3. **No Reverse Engineering.** You shall not decipher, decompile, disassemble, or reverse engineer any part of the Websites or Services, except where explicitly allowed by law.
4. **Security Measures.** You must maintain strong security practices (e.g., strong passwords, access controls) to protect your Account. Notify us immediately at support@stack8s.ai if you suspect any unauthorized access to your Account.
5. **Export Controls.** You shall comply with export and economic sanctions laws in all applicable jurisdictions. You may not use or access the Services if you are located in a restricted jurisdiction or are a party on a prohibited list.

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8. Payment & Billing

1. **Payment Processors.** We may use third-party payment processors ("Payment Processors"). The processing of payments is subject to their terms, and we are not liable for their acts or omissions.
2. **Payment Method.** You agree to pay applicable fees using a valid payment method ("Payment Method"). You must keep your billing information accurate and current. If payment cannot be charged to your Payment Method for any reason, we may suspend or terminate your access to the Services.
3. **Taxes.** You are responsible for any taxes, duties, or similar governmental fees arising from the purchase or use of our Services.
4. **Refunds & Credits.** All payments are non-refundable unless otherwise stated. Credits or promotions may be subject to additional terms. We reserve the right to discontinue or modify credits and promotions at any time.

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9. Third-Party Services

Our Services may link to or rely on third-party websites or resources ("Third-Party Services"). Your use of any Third-Party Services is at your own risk, and any contractual relationship is between you and the third party, not **stack8s Ltd**. We are not responsible or liable for content or services provided by third parties.

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10. Confidentiality & Beta Services

1. **Confidential Information.** Any non-public information that we designate as confidential, or that by its nature should be understood as confidential, must be protected with at least the same level of care you use to protect your own similar information.
2. **Beta Services.** From time to time, we may offer certain features, technologies, or services in "beta." Such Beta Services are provided "as is," may be discontinued at any time, and carry no warranty. You agree to use Beta Services solely at your own risk.

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11. Disclaimer of Warranties

THE WEBSITES AND SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE.

We do not guarantee that our Websites or Services will be uninterrupted, error-free, secure, or free of harmful components. Your use is at your sole risk, and you are responsible for any damage to your equipment or data.

12. Limitation of Liability

1. **Indirect Damages.** To the fullest extent permitted by law, **stack8s Ltd** will not be liable for any indirect, incidental, consequential, or punitive damages, including lost profits or data.
2. **Aggregate Liability.** To the fullest extent permitted by law, our total liability to you for any and all claims arising out of or relating to these TOS or your use of the Websites or Services is limited to the amount you paid us, if any, for the Services in the month prior to the event giving rise to the claim.
3. **Basis of Bargain.** These limitations are an essential part of the agreement between you and **stack8s Ltd**.

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13. Indemnification

You agree to defend, indemnify, and hold harmless **stack8s Ltd** and its officers, directors, employees, agents, and affiliates from and against any claims, actions, or demands, including reasonable attorneys' fees, arising out of or relating to your User Content, your Services Content, your use or misuse of our Services, or your violation of this TOS or applicable laws.

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14. Termination

We may, at our sole discretion, suspend or terminate your access to all or part of the Websites or Services at any time, with or without notice. Upon termination, all licenses granted to you in this TOS will immediately terminate, and any data you have stored with us may no longer be accessible. Any fees owed to us remain payable, and any rights or obligations that by their nature should survive will survive termination (including sections on Disclaimer, Limitation of Liability, Indemnification, Dispute Resolution, and Governing Law).

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15. Dispute Resolution & Arbitration

1. **Arbitration.** Except where prohibited by law, you agree that any dispute relating to these TOS or your use of the Services will be resolved by binding arbitration in the jurisdiction where **stack8s Ltd** is headquartered, or another location mutually agreeable to the parties. The arbitrator's decision will be final, and any court with jurisdiction may enforce it.
2. **Class Action Waiver.** All claims must be brought in the parties' individual capacities, and not as a plaintiff or class member in any class or representative action.

3. **Small Claims Exception.** You or **stack8s Ltd** may elect to have any dispute heard in small claims court, if eligible under that court's rules.

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16. Governing Law

These TOS shall be governed by and construed in accordance with the laws of the jurisdiction in which **stack8s Ltd** is organized, without regard to conflict of law principles.

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17. Notices

1. **To You.** We may provide any notice to you under these TOS by emailing the address linked to your Account or by posting on our Website.
2. **To Us.** Notices to **stack8s Ltd** must be sent via email to support@stack8s.com. We may designate a different address from time to time by posting on our Website.

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18. Miscellaneous Provisions

1. **Entire Agreement.** This TOS (including any policies or documents explicitly incorporated by reference) constitutes the entire agreement between you and **stack8s Ltd**.
2. **Severability.** If any provision of this TOS is found unenforceable, that provision will be severed and will not affect the validity and enforceability of the remaining provisions.
3. **No Waiver.** Our failure to enforce any provision of this TOS does not waive our right to do so later.
4. **Assignment.** You may not assign or transfer these TOS without our prior written consent. We may freely assign these TOS.
5. **Force Majeure.** We are not liable for delays or failures to perform any obligations under these TOS due to events beyond our reasonable control.
6. **No Third-Party Beneficiaries.** These TOS do not create any third-party beneficiary rights.
7. **Headings.** Section headings are for convenience only and have no legal effect.

Contact Us

If you have any questions, concerns, or comments about these TOS, please contact us at:

Email: support@stack8s.com

stack8s

By using our Websites or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.