

# TERMS OF SERVICE

## Ascension Technology Solutions

Branding · Graphic Design · Web Development · Digital Solutions

<b>Effective Date</b>	March 11, 2026
<b>Version</b>	1.0 — Initial Release
<b>Applies To</b>	All clients, users, and parties engaging Ascension Technology Solutions for any service offering

## 1. Agreement to Terms

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By accessing, engaging, or purchasing any service offered by Ascension Technology Solutions ("Ascension," "we," "us," or "our"), you ("Client," "you," or "your") agree to be bound by these Terms of Service ("Terms"). These Terms govern all business relationships, project agreements, service engagements, and digital interactions between you and Ascension Technology Solutions.

If you do not agree to these Terms in their entirety, you must not engage our services. Ascension reserves the right to update or modify these Terms at any time, and your continued use of our services following such changes constitutes acceptance of the revised Terms. We recommend reviewing this document periodically.

These Terms are structured to reflect industry-standard practices adopted by leading technology service providers, and are intended to protect both parties in any engagement.

## 2. Services Offered

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Ascension Technology Solutions provides a comprehensive suite of creative and technical services. Our offerings include, but are not limited to, the following:

### 2.1 Branding Services

- Brand strategy development and brand positioning
- Logo design and visual identity systems
- Brand style guide creation (typography, color palette, tone of voice)
- Brand naming and tagline development
- Corporate rebranding and brand refresh campaigns
- Brand collateral including stationery, signage, and print materials

## 2.2 Graphic Design Services

- Print and digital design (brochures, flyers, posters, banners)
- Social media graphics and digital content creation
- Infographic and data visualization design
- Packaging and product design
- Illustration and iconography
- Marketing campaign design assets
- Presentation design (pitch decks, investor materials)

## 2.3 Web Development Services

- Custom website design and development
- E-commerce platform development and integration
- Web application development (front-end and back-end)
- Content Management System (CMS) implementation and customization
- Website maintenance, updates, and technical support
- Search Engine Optimization (SEO) and performance optimization
- Mobile-responsive design and cross-browser compatibility
- API integration and third-party service connectivity

## 2.4 Additional Digital Solutions

- Digital marketing strategy and campaign management
- Social media management and content planning
- Email marketing design and implementation
- Video and motion graphics production
- Photography direction and asset management
- Technology consulting and digital transformation advisory

## 3. Client Responsibilities

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Clients engaging Ascension Technology Solutions are required to fulfill the following responsibilities throughout the duration of any project or service engagement:

- Provide accurate, complete, and timely information necessary for Ascension to deliver the agreed services.
- Designate an authorized point of contact responsible for approvals, feedback, and decision-making.
- Review and provide constructive feedback within agreed timelines. Delays in client feedback may result in revised project timelines at Ascension's discretion.
- Ensure that all materials, assets, logos, copy, images, and content supplied to Ascension do not infringe upon any third-party intellectual property rights. The Client assumes full liability for any such materials provided.
- Obtain all necessary licenses, clearances, and permissions for content, fonts, images, or software incorporated into deliverables at the Client's request.

- Provide test environments, administrative credentials, and relevant access information required for web development and technical services, in a secure and timely manner.
- Maintain the confidentiality of any credentials, access tokens, or sensitive technical information shared by Ascension during the course of a project.

## 4. Project Engagements and Deliverables

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### 4.1 Scope of Work

All services are governed by a mutually agreed Scope of Work ("SOW") or project proposal, which forms part of these Terms by reference. Work performed outside the defined scope is subject to additional fees and a revised timeline, documented via a formal Change Order.

### 4.2 Revisions and Amendments

Each project engagement includes a defined number of revision rounds as specified in the SOW. Additional revisions beyond the agreed number will be billed at Ascension's standard hourly rate. Revisions that substantially alter the original scope may be treated as a new project phase.

### 4.3 Approval and Sign-Off

Clients are required to provide written approval (via email or project management platform) at defined milestone stages. Ascension will not proceed to subsequent project phases without formal Client approval. Approval of a milestone constitutes acceptance of the work completed in that phase.

### 4.4 Project Timelines

Ascension will provide estimated project timelines at the outset of each engagement. These timelines are based on the agreed scope, Client responsiveness, and resource availability. Ascension will not be held liable for delays caused by Client inaction, incomplete information, or circumstances beyond Ascension's reasonable control.

## 5. Fees, Payment, and Invoicing

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### 5.1 Fee Structure

Fees for services are outlined in each project proposal or SOW. Ascension may offer fixed-price project engagements, hourly rate agreements, or retainer arrangements depending on the nature of the service. All fees are quoted in United States Dollars (USD) unless otherwise specified.

### 5.2 Payment Schedule

Unless otherwise agreed in writing, the following default payment schedule applies:

- 50% of the total project fee is due upon execution of the project agreement or SOW.
- Remaining balance is due upon project completion and prior to delivery of final files or launch of any digital product.
- Ongoing retainer services are billed monthly, in advance, on the first business day of each billing period.

### 5.3 Late Payment

Invoices are due within fifteen (15) calendar days of the invoice date. Accounts outstanding beyond thirty (30) days will be assessed a late fee of 1.5% per month on the unpaid balance. Ascension reserves the right to suspend active projects and withhold deliverables until all outstanding balances are settled in full.

#### 5.4 Taxes and Additional Charges

All fees are exclusive of applicable sales tax, use tax, VAT, or any other governmental charges, which shall be the sole responsibility of the Client. Travel, third-party licensing fees, stock photography, software subscriptions, hosting, and other out-of-pocket expenses incurred on behalf of the Client will be invoiced separately and at cost.

## 6. Intellectual Property Rights

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### 6.1 Ownership Upon Full Payment

Upon receipt of full and final payment for all fees due, Ascension Technology Solutions assigns to the Client all ownership rights in the final deliverables specifically created for the Client under the applicable SOW, to the extent permitted by law. This assignment covers copyrights in original works created solely by Ascension for the Client's project.

### 6.2 Ascension's Retained Rights

Ascension retains ownership of all underlying intellectual property, including but not limited to: proprietary tools, frameworks, templates, methodologies, code libraries, design systems, processes, know-how, and any pre-existing materials developed prior to or independently of the Client engagement. Ascension grants the Client a non-exclusive, non-transferable license to use such retained IP solely as incorporated into the final deliverables.

### 6.3 Portfolio and Promotional Rights

Unless the Client requests otherwise in writing prior to project commencement, Ascension reserves the right to display completed work in its portfolio, case studies, social media, and other promotional materials. Sensitive business data or confidential information will not be disclosed without the Client's prior written consent.

### 6.4 Third-Party Assets

Deliverables may incorporate third-party licensed assets (typefaces, stock imagery, icon libraries, open-source frameworks, etc.). The Client acknowledges that their right to use such assets is governed by the relevant third-party license agreements. Ascension will inform the Client of any material third-party licensing requirements applicable to the deliverables.

## 7. Confidentiality

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Both parties agree to maintain the confidentiality of any proprietary, sensitive, or non-public information disclosed during the course of a project engagement ("Confidential Information"). Each party agrees to:

- Use Confidential Information solely for the purposes of performing obligations under the applicable agreement.
- Restrict disclosure of Confidential Information to employees, contractors, or agents who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those contained herein.

- Notify the other party promptly upon discovery of any unauthorized use or disclosure of Confidential Information.

These confidentiality obligations shall survive termination or expiration of any service agreement for a period of three (3) years. Confidential Information does not include information that is or becomes publicly available through no fault of the receiving party, or is independently developed without reference to the disclosing party's information.

## 8. Warranties and Representations

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### 8.1 Ascension's Warranties

Ascension Technology Solutions represents and warrants that:

- Services will be performed in a professional and workmanlike manner consistent with industry standards.
- Ascension has the authority to enter into agreements with Clients and to grant the rights described herein.
- To the best of Ascension's knowledge, original works created solely by Ascension will not infringe upon any third-party intellectual property rights.

### 8.2 Disclaimer of Warranties

Except as expressly stated in these Terms, Ascension provides all services on an "as-is" and "as-available" basis. Ascension makes no warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Ascension does not warrant that any website, web application, or digital product developed will be free from defects, errors, or security vulnerabilities, although Ascension will make commercially reasonable efforts to address material issues brought to its attention.

## 9. Limitation of Liability

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To the maximum extent permitted by applicable law, Ascension Technology Solutions shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising from or related to any service engagement, including but not limited to loss of profits, loss of data, loss of business opportunity, or reputational harm.

Ascension's total aggregate liability to the Client for any claim arising out of or relating to any service engagement shall not exceed the total fees paid by the Client to Ascension for the specific project or service giving rise to the claim during the twelve (12) months immediately preceding the event giving rise to liability.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; in such jurisdictions, Ascension's liability is limited to the maximum extent permitted by law.

## 10. Termination

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### 10.1 Termination by Client

The Client may terminate a project engagement with fourteen (14) calendar days' written notice. Upon termination, the Client shall compensate Ascension for all work completed through the termination date, calculated at the applicable hourly or pro-rata project rate, plus any non-refundable third-party costs incurred on the Client's behalf.

## 10.2 Termination by Ascension

Ascension reserves the right to terminate a project engagement immediately upon written notice if: (i) the Client fails to make payment within thirty (30) days of a due date; (ii) the Client materially breaches these Terms; (iii) the Client requests work that Ascension deems unlawful, unethical, or contrary to its policies; or (iv) the working relationship has become untenable due to repeated non-cooperation or abusive conduct.

## 10.3 Effect of Termination

Upon termination, Ascension will deliver all completed work-in-progress to the Client upon settlement of all outstanding fees. Ownership of partially completed work-in-progress will not transfer until all outstanding balances are fully paid. All licenses, access credentials, and proprietary materials will be returned or destroyed as applicable.

## 11. Data Privacy and Security

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Ascension Technology Solutions is committed to protecting Client data and personal information in accordance with applicable privacy laws. In performing web development and digital services, Ascension may access Client databases, user data, or personal information solely to the extent necessary to deliver the agreed services.

Ascension will implement reasonable technical and organizational measures to protect Client data against unauthorized access, loss, or disclosure. Clients are responsible for ensuring that any personal data provided to Ascension for project purposes is collected and shared in compliance with applicable data protection regulations, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA) where applicable.

Ascension will not sell, lease, or disclose Client data to third parties except as required to deliver services or as mandated by law.

## 12. Independent Contractor Relationship

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Ascension Technology Solutions operates as an independent contractor. Nothing in these Terms or any project agreement shall be construed to create an employment, partnership, joint venture, or agency relationship between Ascension and the Client. Ascension retains the right to perform services for other clients during the course of any engagement, provided that such work does not create a conflict of interest or involve disclosure of the Client's Confidential Information.

## 13. Indemnification

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The Client agrees to indemnify, defend, and hold harmless Ascension Technology Solutions, its directors, officers, employees, and contractors from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from:

- The Client's breach of any provision of these Terms.

- Materials, content, or assets supplied by the Client that infringe upon third-party intellectual property rights or violate applicable law.
- The Client's use or misuse of any deliverable following acceptance and delivery.
- Any claims by the Client's end-users arising from the Client's products or services.

## 14. Dispute Resolution

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### 14.1 Good-Faith Negotiation

In the event of any dispute arising out of or relating to these Terms or any project engagement, the parties agree to first attempt to resolve the matter through good-faith negotiation for a period of not less than thirty (30) calendar days from the date of written notice of the dispute.

### 14.2 Mediation and Arbitration

If good-faith negotiation fails, the parties agree to submit the dispute to non-binding mediation administered by a mutually agreed mediator. Should mediation fail to resolve the dispute, the parties agree to binding arbitration in accordance with the rules of the American Arbitration Association (AAA). The arbitration shall be conducted in English, and the arbitrator's award shall be final and binding.

### 14.3 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located within Delaware for any matter not subject to arbitration.

## 15. Force Majeure

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Neither party shall be held liable for delays or failure to perform its obligations under these Terms to the extent caused by circumstances beyond that party's reasonable control, including but not limited to: acts of God, natural disasters, pandemics, government actions, civil unrest, cyberattacks by third parties, telecommunications failures, or supply chain disruptions. The affected party shall provide prompt written notice of such circumstances and shall resume performance as soon as reasonably practicable.

## 16. Acceptable Use Policy

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Clients may not engage Ascension Technology Solutions for the creation of any work that:

- Violates any applicable local, state, national, or international law or regulation.
- Is defamatory, fraudulent, deceptive, or misleading.
- Infringes upon the intellectual property rights of any third party.
- Promotes hate speech, discrimination, violence, or unlawful activity.
- Involves the unauthorized collection or processing of personal data.
- Is intended to deceive consumers or engage in unfair business practices.

Ascension reserves the right to decline or discontinue any project engagement upon reasonable determination that the requested work violates this Acceptable Use Policy.

## 17. Accessibility and Web Standards

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For web development engagements, Ascension will use commercially reasonable efforts to build websites and web applications that conform to current Web Content Accessibility Guidelines (WCAG 2.1, Level AA). Clients are encouraged to discuss specific accessibility requirements at the outset of a project so that appropriate measures can be incorporated into the development scope and timeline.

While Ascension strives to deliver accessible digital products, the Client assumes responsibility for maintaining accessibility compliance after project delivery, including following any content updates made by the Client or third parties.

## 18. General Provisions

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### 18.1 Entire Agreement

These Terms, together with any executed project proposal, SOW, or service agreement, constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior negotiations, representations, or agreements, whether written or oral.

### 18.2 Amendments

Ascension may update these Terms at any time. Changes will be communicated via email or through Ascension's official website. Continued engagement with Ascension following notification of changes constitutes acceptance of the updated Terms.

### 18.3 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision will be modified to the minimum extent necessary to make it enforceable.

### 18.4 Waiver

Ascension's failure to enforce any provision of these Terms shall not constitute a waiver of its right to enforce such provision at a later time or to enforce any other provision of these Terms.

### 18.5 Assignment

The Client may not assign or transfer any rights or obligations under these Terms without the prior written consent of Ascension. Ascension may assign these Terms in connection with a merger, acquisition, or sale of substantially all of its assets without the Client's consent, provided that the successor entity assumes all obligations hereunder.

### 18.6 Notices

All formal notices under these Terms must be delivered in writing via email (with confirmed receipt) or certified mail to the addresses provided in the applicable project agreement. Notices will be deemed effective upon confirmation of delivery.

## Questions About These Terms?

Contact Ascension Technology Solutions

[legal@ascensiontechnologysolutions.net](mailto:legal@ascensiontechnologysolutions.net) | [www.ascensiontechnologysolutions.net](http://www.ascensiontechnologysolutions.net)

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