

Terms of Service (Ghost Revenue)

VERSION

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ENTITY

SPATARI DANIEL

CONSULTANCY - FZCO

These Terms of Service ("Terms") govern your access to and use of **ghostrev.io** (the "Site") and any services provided under the **Ghost Revenue** brand (the "Services").

Ghost Revenue is a trading brand of SPATARI DANIEL CONSULTANCY - FZCO, a free zone company licensed by IFZA in Dubai Silicon Oasis (DSO), Dubai, United Arab Emirates (Licence no. 89192, Registration no. 82431). Registered office: IFZA Business Park, DDP, PO Box 342001, Dubai, UAE.

By accessing the Site or purchasing, using, or receiving the Services, you agree to these Terms.

1) Acceptance

By purchasing, subscribing to, or using any Ghost Revenue service, or by making a payment through any method we offer, you confirm that you have read, understood, and agree to be bound by these Terms of Service, the End User License Agreement, the Privacy Policy, and the Return & Refund Policy, all available at ghostrev.io.

If you do not agree to any of these documents, do not purchase or use the Services.

2) Eligibility

You must be at least 18 years old to purchase or use the Services. The Services are offered only to businesses and to individuals acting for business purposes. By purchasing or using the Services, you confirm that you meet the age requirement and that you are entering into these Terms as a business and not as a consumer.

3) Services

Ghost Revenue provides done-for-you ("DFY") services and optional ongoing retainers, including but not limited to:

- Operations and backend systems implementation

- Community and infrastructure setups (for example: Discord, Notion)

- Automations and integrations (for example: Zapier/Make)

- Web deployment and infrastructure (for example: Vercel, Supabase, Cloudflare)

- Bot hosting, maintenance, and system support (where agreed)

The specific scope, timeline, deliverables, and communication channels may be defined in a proposal, statement of work, onboarding document, or written agreement ("Project Terms"). If there is a conflict between Project Terms and these Terms, the Project Terms control for that project.

4) Scope of work and additional requests

We will deliver the work described in the agreed Project Terms. Any requests, features, or tasks outside the agreed scope are not included by default and may be billed additionally under a separate agreement.

If no Project Terms exist, the scope is limited to what was explicitly discussed and confirmed in writing (including messages on platforms like Discord or email) before work began.

5) No guarantees

We do not guarantee outcomes or results. This includes revenue, growth, engagement, performance improvements, or business success of any kind. You are responsible for your own business decisions, how you use what we build, and how you operate your assets.

To be clear: we commit to delivering the agreed scope of work. We do not commit to what happens after delivery. If your community doesn't grow or your business doesn't perform, that is not a deliverable failure on our part.

6) Payments

Payments for Services may be made through a third-party payment provider (for example, Stripe or Whop), or directly to Ghost Revenue (for example, by invoice or bank transfer), as agreed for your engagement.

Where payment is processed through a third-party provider:

The provider processes the payment and may act as merchant of record for card-network and settlement purposes. Your transaction may also be subject to that provider's own checkout and payment-processing terms.

Ghost Revenue remains the supplier of the Services for all other purposes, including value-added tax, sales tax, and consumer protection, unless the provider expressly states that it collects and remits those taxes on the transaction.

Where payment is made directly to Ghost Revenue (for example, by invoice or bank transfer), Ghost Revenue is the merchant for that transaction, and any applicable taxes are handled in accordance with our own invoicing and applicable law.

In all cases, Ghost Revenue remains responsible for delivering the Services you purchase, subject to these Terms and any Project Terms. Payment terms, due dates, and accepted methods for a specific engagement may be set out in your Project Terms.

7) Refund policy

All sales are final. No refunds.

Refunds will not be issued for any reason, including unused time, partial usage, dissatisfaction with results, or changes in your situation.

Exception: If a refund is required by applicable law, we will comply to the minimum extent required.

If you initiate a chargeback or payment dispute through your bank or payment provider, we reserve the right to immediately suspend all work, revoke access to deliverables and support, and pursue the outstanding balance. A chargeback does not release you from your payment obligations under these Terms.

8) Subscriptions, retainers, and cancellation

If you purchase a retainer, maintenance plan, or hosting subscription:

Retainers and subscriptions operate on a month-to-month basis unless otherwise stated in Project Terms.

You may cancel at any time with thirty (30) days' written notice.

Cancellation becomes effective at the end of the 30-day notice period.

Fees remain due during the notice period.

We may stop work immediately if invoices are unpaid or if access is revoked, while still charging any amounts owed under the notice period.

Offboarding options. Upon cancellation, the Client may elect one of the following paths:

Standard handover. Ghost Revenue removes its access to Client-owned systems. Client retains the perpetual license for Project Deliverables installed in their environments per EULA Section 4. Hosted and managed components provided by Ghost Revenue cease to operate at the end of the notice period.

Custodian retainer. A reduced ongoing retainer covering uptime and minimum maintenance of hosted and managed components only. Scope and fee are agreed in writing separately. No new builds or feature work are included.

Source Code Transfer. Pursuant to EULA Section 5A, the Client may pay a separate Source Code Transfer Fee to receive source code, deployment documentation, and transition support for specified hosted or managed components so they may operate them independently.

If no path is selected within the notice period, the Standard handover applies by default.

9) Calls, scheduling, and no-show behavior

For discovery or consult calls, rescheduling may be allowed at our discretion. We strongly discourage repeated reschedules. We may cancel, no-show, or decline calls if scheduling becomes abusive, unproductive, or inconsistent with our availability.

10) Client responsibilities

To deliver the Services, you agree to:

Provide timely responses, approvals, assets, and information we reasonably request

Provide and maintain required tool subscriptions and platform costs (you are responsible for third-party bills)

Provide appropriate access (see Section 11)

Ensure your use of platforms and systems complies with third-party terms and applicable laws

If you delay, disappear, or block access, we may pause work until you resume cooperation. No refunds apply. Timelines and delivery dates are automatically extended by the duration of any client-caused delay.

11) Access, credentials, and security

You may grant access via admin/owner invites, shared access, or a password manager. You agree:

You are authorized to grant access to the accounts and systems you share with us

You will not ask us to bypass security measures or violate platform rules

You understand that access sharing carries inherent risk, and you control your own access decisions

We do not process payments on your behalf. If needed, we integrate your payment methods into your systems under your ownership.

Upon termination or completion of an engagement, we will remove ourselves from your systems within a reasonable timeframe. You are responsible for revoking any access you granted if you want it removed sooner.

12) Third-party platforms and outages

Our work often depends on third-party services (including Discord, Notion, Stripe, Whop, Zapier/Make, Vercel, Supabase, Cloudflare, and others). You acknowledge:

Third-party outages, bans, policy enforcement, API changes, feature removals, or downtime are outside our control

We are not responsible for third-party failures or restrictions

Delays caused by third-party issues do not constitute a breach on our part

13) Intellectual property, ownership, and license

We own our methodologies, templates, systems, configurations, documentation, code patterns, internal tools, and reusable components that we create or use across engagements. These remain our property regardless of whether they appear in your deliverables.

You own your data, your content, and your accounts. We do not claim ownership over your business information, community content, or user data.

You receive a limited, non-exclusive, non-transferable, non-sublicensable license to use the delivered outputs for your internal business purposes only, subject to payment in full and compliance with these Terms.

You may not:

- Share, resell, redistribute, publish, or sublicense any deliverables

- Reverse-engineer, decompile, or attempt to extract underlying templates or frameworks

- Use our deliverables to create competing products or services

If we believe you violated this section, it is a material breach. We may immediately terminate work and revoke access to deliverables and support.

14) Confidentiality

Both parties agree to keep confidential any non-public information shared during the engagement. This includes (but is not limited to) business data, pricing, methods, strategies, credentials, internal processes, and system architecture.

Neither party will disclose the other's confidential information to third parties without prior written consent, except where required by law.

This obligation survives termination of these Terms and lasts for 2 years after the engagement ends.

15) Case studies and publicity

Unless you notify us in writing at support@ghostrev.io before work begins, you grant us permission to reference your brand name and general nature of work performed as part of our portfolio and case studies.

We will not publish sensitive credentials, private data, or internal metrics. If you require strict confidentiality over all aspects of the engagement, you must request it in writing before work starts.

16) Acceptable use

You agree not to use the Site or Services to:

- Break laws or violate third-party terms

- Harass, spam, or abuse others

- Distribute malware, exploit vulnerabilities, or attempt unauthorized access

- Misrepresent affiliation or impersonate individuals or entities

17) Data handling

This Section governs our operational access to your live systems and data while we perform the Services. How we handle personal data is described in the Privacy Policy, and data stored inside hosted or managed components is addressed in EULA Section 12.

We access client systems and data only as needed to perform the agreed Services. We do not retain access to your live systems beyond what is necessary for active delivery, and we do not sell or share your data with third parties.

After an engagement ends, we will delete or remove any stored client data within a reasonable timeframe upon written request. Some residual data (such as project notes or communications) may be retained for our internal records.

To the extent we process personal data on your behalf, we act as a processor and you as the controller. We will enter into a Data Processing Agreement (DPA) with you on written request.

18) Disclaimer of warranties

THE SITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT.

Nothing we provide is legal, financial, or professional advice. You are responsible for obtaining your own advice where needed.

19) Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

GHOST REVENUE'S TOTAL LIABILITY FOR ANY CLAIM RELATED TO THE SITE OR SERVICES WILL NOT EXCEED THE TOTAL AMOUNT YOU PAID FOR THE SERVICES IN THE 6 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION.

20) Indemnification

You agree to indemnify and hold Ghost Revenue harmless from claims, damages, losses, and expenses (including reasonable legal costs) arising from:

Your use of the Services

Your breach of these Terms

Your violation of laws or third-party terms

Content, offers, claims, or actions in your business

21) Force majeure

Neither party is liable for delays or failures caused by events outside their reasonable control. This includes natural disasters, power outages, internet failures, government actions, platform outages, pandemics, or similar events. If a force majeure event lasts more than 30 days, either party may terminate the affected engagement in writing.

22) Dispute resolution

Before filing any formal legal action, both parties agree to attempt to resolve the dispute informally and in good faith. The complaining party must send a written description of the dispute to the other party via email. Both parties will have 30 (thirty) days to resolve the matter before any court action may be taken.

23) Termination

We may suspend or terminate access to the Site or Services if you:

Breach these Terms (including IP restrictions)

Fail to pay on time

Engage in abusive, unlawful, or harmful behavior

Revoke required access or repeatedly obstruct delivery

Termination does not remove your obligation to pay amounts already due.

24) Survival

Sections 5 (No guarantees), 7 (Refund policy), 13 (Intellectual property), 14 (Confidentiality), 15 (Case studies), 17 (Data handling), 18 (Disclaimer of warranties), 19 (Limitation of liability), 20 (Indemnification), 22 (Dispute resolution), 25 (Governing law and venue), 26 (Severability), and 27 (Order of precedence) survive termination or expiration of these Terms.

25) Governing law and venue

These Terms are governed by the laws of the Dubai International Financial Centre (DIFC), Dubai, United Arab Emirates. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the DIFC Courts. Claims that fall within its monetary threshold may be heard by the DIFC Courts' Small Claims Tribunal.

26) Severability

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision will be limited or removed to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

27) Order of precedence

Ghost Revenue maintains several legal documents that apply to your use of the Site and Services, including these Terms of Service, the End User License Agreement, the Privacy Policy, and the Return & Refund Policy, all available at ghostrev.io.

These Terms of Service are the primary governing document. Where any other Ghost Revenue policy conflicts with these Terms, these Terms control unless the other document explicitly states otherwise for a specific matter.

Where Project Terms (proposals, statements of work, onboarding documents, or written agreements) exist, they take precedence over these Terms for the scope of that specific project, as stated in Section 3.

28) General

(a) Independent service provider. Ghost Revenue performs the Services as an independent service provider. Nothing in these Terms creates an employment, partnership, joint venture, or agency relationship between you and Ghost Revenue. Neither party may bind the other or incur obligations on the other's behalf without prior written consent.

(b) Assignment. You may not assign or transfer these Terms, or any rights or obligations under them, without our prior written consent. We may assign these Terms to an affiliate, or in connection with a merger, acquisition, restructuring, or sale of all or substantially all of our assets. These Terms bind and benefit the parties and their permitted successors and assigns.

(c) Notices. Formal legal notices under these Terms (for example, notices of breach, termination, or dispute) must be in writing and sent by email: to Ghost Revenue at support@ghostrev.io, and to you at the email address you used to purchase or onboard. Such notice is deemed received on the day of sending if sent on a business day, otherwise on the next business day, unless the sender receives a bounce or delivery-failure message. Routine project communication (for example, Discord or chat messages) is valid for day-to-day coordination but does not by itself constitute formal legal notice.

(d) Waiver. Our failure or delay in enforcing any provision of these Terms is not a waiver of that provision or of our right to enforce it later. A waiver is effective only if given by us in writing.

(e) Entire agreement. These Terms, together with the EULA, Privacy Policy, Return & Refund Policy, and any applicable Project Terms, are the entire agreement between you and Ghost Revenue regarding the Services, and supersede all prior discussions, proposals, or representations, whether oral or written. The order of precedence in Section 27 governs any conflict between these documents.

29) Changes to these Terms

We may update these Terms from time to time. The updated version will be posted on the Site with a new "**Last updated**" date. Your continued use of the Site or Services after changes means you accept the updated Terms.

30) Contact

Support: support@ghostrev.io

DOCUMENT FINGERPRINT (SHA256)

5dd464bdd55afc2bd6f35596944e7dcd6ca73277396b70661003d51df3823887

