

# Terms of Service

Effective Date: April 5, 2026

## 1. Overview & Acceptance

These Terms of Service ("Terms") govern your use of the services provided by FlockFactor LLC, doing business as Primavay ("Primavay," "we," "us," or "our"), including our website design services, client portal, and optional hosting and maintenance subscription.

**By purchasing our services, creating an account, submitting an intake form, or otherwise accessing or using our platform, you ("Client," "you," or "your") acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy.** If you are entering into these Terms on behalf of a business or other legal entity, you represent that you have the authority to bind that entity. If you do not agree to these Terms, do not use our services.

These Terms constitute a legally binding agreement between you and FlockFactor LLC, a limited liability company organized under the laws of the State of Ohio. Primavay is a registered trade name (d/b/a) of FlockFactor LLC, not a separate legal entity. This agreement is subject to the Ohio Consumer Sales Practices Act (ORC § 1345.01 et seq.) and all applicable Ohio consumer protection regulations.

## 2. Services Provided

**Website Design (One-Time Purchase):** We design and build a custom website for your event venue based on the information you provide through our intake form. Upon completion, we deliver all website source files to you as a downloadable package. You receive a preview to review before final delivery, and you may request changes during the preview stage.

**Hosting & Maintenance Subscription (Optional):** After your website is delivered, you may subscribe to our monthly maintenance plan. This plan includes website hosting on our infrastructure and up to three (3) revision requests per calendar month. Hosting is included as part of the maintenance subscription and is not available as a standalone service.

**Design Tools & Process:** We may use a variety of professional tools in the design process, including artificial intelligence (AI)-assisted design, image generation, and code tools. Regardless of the tools used, you own the final delivered work product as described in Section 3. Note that elements generated purely by AI without significant human creative input may have limited or no copyright protection under

current U.S. Copyright Office guidance; however, your ownership of the delivered files themselves is unaffected.

### 3. Ownership of Work Product

**Copyright Assignment:** Upon delivery of the finished website and all associated assets (HTML, CSS, JavaScript, images, and any other deliverable files), we hereby irrevocably assign to you all right, title, and interest in and to the delivered work product, including all copyrights, intellectual property rights, and any other proprietary rights therein, to the fullest extent permitted by law. This assignment is effective upon delivery and is unconditional and permanent. To the extent any work product does not qualify as a "work made for hire" under 17 U.S.C. § 101, this clause operates as a present, irrevocable assignment of all copyright rights. We agree to execute any additional documents reasonably necessary to perfect your ownership.

This ownership applies whether or not you subscribe to our hosting and maintenance plan, and it survives any cancellation or termination of services.

You are free to host the website yourself, modify it, hire third parties to work on it, or use it in any lawful manner. We retain no proprietary rights over the completed work product delivered to you.

**Portfolio & Testimonial Rights:** We may display the completed work in our portfolio, marketing materials, and case studies, and we may use your business name and logo in connection with such display, unless you request otherwise in writing. If you provide a testimonial, review, or feedback about our services, you grant us a non-exclusive, royalty-free, perpetual license to use, reproduce, and display that testimonial for marketing purposes.

### 4. Client Responsibilities & Content Warranties

You agree to provide accurate and complete information through the intake form, including venue details, branding preferences, and photographs. The quality and completeness of the information you provide directly affects the final product.

**Content Ownership Warranty:** You represent and warrant that you own or have obtained all necessary rights, licenses, and permissions for any materials (photographs, logos, text, videos, trademarks, or other content) you provide to us. You further warrant that such materials do not infringe upon the intellectual property rights, privacy rights, publicity rights, or any other rights of any third party.

**Accuracy:** You are solely responsible for the accuracy of the content you provide, including business names, addresses, phone numbers, pricing, and descriptions.

**Legal Compliance:** You are solely responsible for ensuring that your website content, business operations, and use of the delivered website comply with all applicable laws and regulations, including but not limited to the Americans with Disabilities Act (ADA), state and local accessibility requirements,

industry-specific regulations, advertising and marketing laws, and any required disclosures. We do not guarantee that the websites we create meet any particular accessibility standard (such as WCAG 2.1 AA) unless explicitly agreed to in writing as part of a separate accessibility engagement.

## 5. Payment & Billing

All payments are processed securely through Stripe. The one-time design fee is charged at the time of purchase. If you subscribe to the maintenance plan, you will be billed monthly through Stripe. You may update your payment method or cancel your subscription at any time through your client portal or Stripe's billing page.

**Auto-Renewal Disclosure:** The maintenance subscription automatically renews each month until you cancel. Before your initial subscription charge, you will be shown the recurring amount and billing frequency. You authorize Stripe to charge your payment method on a recurring monthly basis until you cancel.

If a payment fails, we will attempt to retry the charge per Stripe's standard retry schedule. If payment continues to fail, your maintenance subscription may be suspended or cancelled. Your website files remain yours regardless of payment status.

All fees are quoted in US Dollars (USD) and are exclusive of any applicable taxes, duties, or governmental fees. Certain services, including hosting subscriptions, may be subject to Ohio sales and use tax or the tax laws of your jurisdiction. You are responsible for any such taxes or fees imposed in connection with your purchase. If we are required to collect sales tax, it will be itemized separately on your invoice or Stripe receipt.

## 6. Cancellation, Refunds & Auto-Renewal

**Subscription Cancellation:** You may cancel your maintenance subscription at any time through your client portal's billing section or through Stripe's customer billing portal. Cancellation is effective at the end of your current billing period. No cancellation fees apply and there are no long-term contracts. Cancellation can be completed online without calling, emailing, or chatting with us.

**Design Service Refunds:** Because web design is a custom service that begins immediately upon receiving your intake form, refunds are evaluated on a case-by-case basis. If we have not yet begun design work, we will provide a full refund. Once design work has started, refunds may be partial or unavailable depending on the work completed.

Maintenance subscription cancellations take effect at the end of the current billing period. No refunds are issued for partial months.

## 7. Revisions & Changes

**During the Design Process:** You may request changes during the preview stage. We will revise the design based on your feedback and send updated previews until you approve.

**Under the Maintenance Subscription:** Active subscribers may submit up to three (3) revision requests per calendar month through the client portal. Revisions include reasonable updates such as text changes, photo swaps, and layout adjustments. Full redesigns or major new features (e.g., e-commerce integration, booking systems) are outside the scope of revisions and would require a new project agreement and additional fees.

## 8. Hosting & Maintenance Subscription

The maintenance subscription is entirely optional. It includes hosting on our infrastructure and monthly revisions as a bundled service. Hosting is not offered separately from the maintenance plan. If you cancel your subscription, hosting will end at the close of your current billing period. Your website files remain available for download in your portal.

We reserve the right to temporarily suspend hosting for scheduled maintenance, security updates, or circumstances beyond our reasonable control. We will make reasonable efforts to minimize downtime and provide advance notice when possible.

**Hosted Content Standards:** While we host your website, you remain solely responsible for its content. We reserve the right to suspend or remove hosted content that, in our reasonable judgment, violates any applicable law, infringes third-party rights, contains malware or malicious code, or poses a security risk to our infrastructure or other clients. We will notify you before taking action except in cases requiring immediate removal for legal or security reasons.

## 9. Delivery Timelines & Scope of Work

**Scope:** The scope of your website design project is defined by the information you provide in your intake form and your selected service package. The intake form submission, together with these Terms, constitutes the written estimate and scope of work for your project in compliance with Ohio Administrative Code § 109:4-3-13. If you request work that falls outside the original scope, we will discuss additional fees before proceeding.

**Timelines:** While we strive to deliver your website as quickly as possible, all estimated delivery timelines are approximate and non-binding. Actual delivery times depend on factors including the complexity of your project, the completeness and timeliness of the information you provide, and our current project volume. Delays in your responses or in providing required materials may extend the delivery timeline. We are not liable for delays caused by circumstances outside our reasonable control.

**Delayed Projects:** If your project cannot be completed within a reasonable timeframe due to incomplete information from you, we will notify you in writing and may suspend work until the required materials are received. If we are unable to deliver your project due to circumstances within our control, you may request a full or partial refund proportional to the work not yet completed.

## 10. Acceptable Use

You agree to use the Primavay client portal and services only for lawful purposes. You shall not: upload, transmit, or distribute any content that is unlawful, harmful, threatening, abusive, defamatory, obscene, or otherwise objectionable; infringe any intellectual property or other proprietary rights of any party; attempt to gain unauthorized access to our systems, other users' accounts, or any data not intended for you; upload or transmit software viruses, worms, or any other malicious code; use our services to send unsolicited communications (spam); interfere with or disrupt the integrity or performance of our platform; or violate any applicable local, state, national, or international law.

We reserve the right to suspend or terminate your access to the portal if we reasonably believe you are violating these terms.

## 11. Electronic Communications Consent

By creating an account or purchasing our services, you consent to receive electronic communications from us, including transactional emails related to your project (status updates, preview notifications, delivery confirmations, payment receipts, revision confirmations, and subscription-related notices). These communications are sent from hello@primavay.com and are necessary for service delivery. You agree that all agreements, notices, disclosures, and other communications we provide electronically satisfy any legal requirement that such communications be in writing.

## 12. Copyright Infringement & DMCA Policy

We respect the intellectual property rights of others. If you believe that content hosted on a Primavay-hosted website infringes your copyright, you may submit a notice to our designated agent in accordance with the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512.

**DMCA Notice Requirements:** Your notice must include: (a) a physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the material to be removed with sufficient information for us to locate it; (d) your contact information (address, telephone number, email); (e) a statement that you have a good faith belief the use is not authorized; and (f) a statement under penalty of perjury that the information in the notice is accurate and that you are authorized to act on behalf of the copyright owner.

**Designated Agent:** DMCA notices should be sent to: hello@primavay.com, Subject: "DMCA Notice."

**Repeat Infringers:** We maintain a policy of terminating hosting services for clients who are repeat copyright infringers, in accordance with the DMCA.

**Counter-Notification:** If you believe your content was removed in error, you may submit a counter-notification with the required information under 17 U.S.C. § 512(g).

## 13. Indemnification

You agree to indemnify, defend, and hold harmless FlockFactor LLC (d/b/a Primavay), its members, managers, employees, agents, and contractors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or related to: (a) your breach of these Terms; (b) the materials or content you provide to us, including any claim that such materials infringe upon or violate any third party's intellectual property, privacy, publicity, or other rights; (c) your use of the website we deliver, including any modifications you or third parties make after delivery; (d) the content displayed on your hosted website; (e) any claim that your website or business operations violate accessibility requirements, consumer protection laws, or other regulations; or (f) your violation of any applicable law or regulation.

This indemnification obligation shall survive the termination of these Terms and the completion or cancellation of services.

## 14. Disclaimer of Warranties

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES AND ALL DELIVERABLES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.**

Without limiting the foregoing, we do not warrant that: (a) the website we create will meet all of your expectations or requirements beyond what was agreed upon; (b) our hosting service will be uninterrupted, error-free, or completely secure; (c) any defects in the delivered website will be corrected outside the scope of included revisions; (d) the website will achieve any particular business result, revenue, booking rate, or conversion rate; (e) the website will comply with any specific legal or regulatory requirements, including ADA/WCAG accessibility standards, unless separately agreed in writing; or (f) any third-party services (including Stripe, Supabase, Vercel, or Resend) will remain available or operate without interruption.

## 15. Limitation of Liability

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCKFACTOR LLC (D/B/A PRIMAVAY), ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, GOODWILL, ANTICIPATED SAVINGS, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**OUR TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR OUR SERVICES SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU HAVE ACTUALLY PAID TO US IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED US DOLLARS (\$100).**

**Carve-Outs:** Nothing in this section shall limit or exclude liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot be lawfully excluded or limited under applicable law; or (d) our willful misconduct.

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, our liability shall be limited to the greatest extent permitted by law. You acknowledge that the fees charged reflect the allocation of risk set forth in these Terms and that we would not enter into this agreement without these limitations.

## **16. Dispute Resolution & Arbitration**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.**

**Informal Resolution & Cure Offer:** Before initiating any formal dispute proceedings, you agree to first contact us at [hello@primavay.com](mailto:hello@primavay.com) and attempt to resolve the dispute informally for at least thirty (30) days. During this period, we may provide a written cure offer pursuant to Ohio Revised Code § 1345.092. Under Ohio law, if we make a cure offer and you reject it, and a subsequent award does not exceed the value of our cure offer, you are not entitled to treble damages, attorney fees, or court costs. We commit to making good-faith cure offers to resolve disputes fairly and promptly.

**Binding Arbitration:** If a dispute cannot be resolved informally, you and Primavay agree that any dispute, claim, or controversy arising out of or relating to these Terms or our services shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect. The arbitration shall be conducted remotely (by videoconference or telephone) unless both parties agree otherwise. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.



**Arbitration Fees:** If you initiate arbitration, you will pay the consumer filing fee set by the AAA (currently \$225 or less). We will bear all remaining arbitration administration fees and arbitrator compensation as required by the AAA Consumer Arbitration Rules. If the arbitrator determines your claim is frivolous, fees shall be allocated as the arbitrator sees fit.

**Small Claims Exception:** Notwithstanding the above, either party may bring an individual action in small claims court for disputes within the court's jurisdictional limits.

**CLASS ACTION WAIVER: YOU AND PRIMAVAY AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN ARBITRATION, BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL. IF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID.**

**Opt-Out Right:** You may opt out of this arbitration agreement by sending written notice to hello@primavay.com within thirty (30) days of first accepting these Terms. Your notice must include your name, email address, and a clear statement that you wish to opt out of the arbitration agreement. If you opt out, you may pursue claims in court as described in Section 17.

## 17. Governing Law, Jurisdiction & Limitations Period

These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, United States, without regard to its conflict of law provisions. Any legal proceedings not subject to arbitration shall be brought exclusively in the state or federal courts located in the State of Ohio, and you consent to the personal jurisdiction of such courts.

**Ohio Consumer Protection:** Nothing in these Terms shall be construed to limit, waive, or override any rights or remedies available to you under the Ohio Consumer Sales Practices Act (ORC § 1345.01 et seq.) or any other non-waivable consumer protection law. To the extent any provision of these Terms conflicts with a mandatory consumer protection statute, the statute shall control.

**Limitations Period:** Any claim or cause of action arising out of or related to these Terms or our services must be filed within two (2) years after the claim arises, or it is permanently barred. This limitation applies to all claims regardless of the legal theory, except where a shorter period is required by law or where Ohio law prohibits shortening the limitations period for a particular claim. This provision does not apply to claims under the Ohio Consumer Sales Practices Act, which are governed by the statute's own limitations period.

## 18. Termination

**By You:** You may stop using our services and close your account at any time by contacting us at hello@primavay.com. Upon account closure, any active hosting will end at the close of your current



billing period, and your website files will remain available for download for thirty (30) days.

**By Us:** We reserve the right to suspend or terminate your access to our platform and services, with or without notice, if we reasonably believe you have violated these Terms, engaged in fraudulent activity, failed to pay fees when due, or used our services for any unlawful purpose. In the event of termination for cause, you are not entitled to a refund for any fees already paid, except as required by law.

**Effect of Termination:** Termination does not affect your ownership of delivered work product. Sections 3 (Ownership), 4 (Content Warranties), 11 (Electronic Communications), 12 (DMCA), 13 (Indemnification), 14 (Disclaimer), 15 (Limitation of Liability), 16 (Dispute Resolution), 17 (Governing Law), and 24 (Entire Agreement) shall survive any termination of these Terms.

## 19. Third-Party Services & Dependencies

Our platform relies on third-party service providers, including Stripe (payments), Supabase (database, authentication, and file storage), Resend (email delivery), and Vercel (application hosting). We are not responsible for the availability, reliability, performance, or actions of these third-party services. Outages, disruptions, changes to terms, or discontinuation of any third-party service are beyond our control. We will make commercially reasonable efforts to minimize the impact of any third-party service disruption on your project or hosted website.

Your use of third-party services (including Stripe's billing portal) is governed by those providers' own terms of service and privacy policies.

## 20. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations where such failure or delay results from events beyond that party's reasonable control, including but not limited to natural disasters, pandemics, epidemics, acts of government or regulatory action, war, terrorism, civil unrest, internet or infrastructure outages, cyberattacks, power failures, labor disputes, or failures of third-party service providers (including but not limited to Stripe, Supabase, Vercel, and Resend). In such events, the affected party's obligations shall be suspended for the duration of the force majeure event. If a force majeure event continues for more than ninety (90) days, either party may terminate these Terms without penalty.

## 21. Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms in connection with a merger, acquisition, reorganization, or sale of substantially all of our assets, provided that the assignee agrees to be bound by these Terms. Any purported assignment in violation of this section shall be void.

## 22. General Provisions

**Severability:** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its original intent.

**Waiver:** Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by us to be effective.

**Notices:** All notices under these Terms shall be in writing and sent via email. Notices to us should be sent to [hello@primavay.com](mailto:hello@primavay.com). Notices to you will be sent to the email address associated with your account. Notices are deemed received when sent, provided that the sending party does not receive a delivery failure notification.

**Headings:** Section headings are for convenience only and do not affect the interpretation of these Terms.

**Relationship of Parties:** Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and Primavay. You are an independent contracting party, and neither party has the authority to bind the other.

## 23. Ohio Consumer Rights Notice

If you are an Ohio resident, you have rights under the Ohio Consumer Sales Practices Act (CSPA), ORC § 1345.01 et seq. This notice is provided in compliance with Ohio consumer protection requirements:

**Your CSPA Rights:** The CSPA prohibits unfair, deceptive, and unconscionable sales practices. If you believe we have violated the CSPA, you may: (a) file a complaint with the Ohio Attorney General's Consumer Protection Section at (800) 282-0515 or [www.ohioprotects.org](http://www.ohioprotects.org); (b) pursue individual remedies under ORC § 1345.09, which may include rescission of the transaction, recovery of actual economic damages, and up to \$5,000 in noneconomic damages; or (c) pursue arbitration or small claims court as described in Section 16.

**Cure Offer:** Under ORC § 1345.092, we may offer to cure any alleged CSPA violation. The terms and effect of any cure offer will be disclosed to you in writing.

**Written Estimates:** The pricing shown at the time of your purchase, together with the service descriptions in these Terms, constitutes the written estimate for your project in accordance with OAC § 109:4-3-13. No additional charges will be assessed without your prior written consent.

## 24. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and FlockFactor LLC (d/b/a Primavay) regarding your use of our services and supersede all prior or contemporaneous communications, proposals, representations, and agreements, whether oral or written, between you and us. In the event of a conflict between these Terms and any other document or communication, these Terms shall control.

## **25. Modifications to Terms**

We may update these Terms from time to time. If we make material changes, we will notify you via email or through the client portal at least thirty (30) days before the changes take effect. The updated Terms will be posted on this page with a revised effective date. Your continued use of our services after the effective date of revised Terms constitutes acceptance. If you do not agree with the changes, you must cancel your subscription and stop using our services before the changes take effect. Continued use after the notice period constitutes binding acceptance of the revised Terms.

## **26. Contact**

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

FlockFactor LLC (d/b/a Primavay)

Email: [hello@primavay.com](mailto:hello@primavay.com)