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Terms and Conditions

Last Updated: 04/04/2025

Welcome to **Access Code Programming, LLC**. These Terms and Conditions ("Terms") govern your use of our website, services, and products. By accessing or using our website, you agree to comply with and be bound by these Terms.

1. Definitions

"Company," "we," "our," or "us" refers to Access Code Programming, LLC.

"You" or "User" refers to any visitor, client, or customer accessing our website or services.

"Services" refers to web development, standard websites, applications, 3D modeling, AR/VR integration, software solutions, and related services provided by us.

2. Use of Our Services

2.1 Website Access

Our website is open to users of all ages. However, certain services, purchases, or agreements may require individuals to be 18 years or older or have parental/guardian consent.

2.2 License to Use

We grant you a limited, non-exclusive, non-transferable license to use our website and services for personal or business use, subject to these Terms.

2.3 Prohibited Activities

You agree not to:

Use our services for unlawful purposes.

Copy, modify, or reverse-engineer our software, code, or 3D assets.

Interfere with our website's security or functionality.

Misrepresent your identity or engage in fraudulent activity.

3. Purchases, Payments, and Refunds

3.1 Pricing & Payment Structure

Pricing for our services is not listed on our website because each project is unique and tailored to specific user requirements. Prices vary based on project complexity, features, customization, and scope of work. We provide custom quotes based on an individual assessment of each client's needs.

3.2 Deposit Requirement

To initiate a project, clients must pay 50% of the agreed total cost as a temporary refundable deposit. This deposit secures the project and ensures serious inquiries while protecting our business time and efforts.

3.3 Refund Policy

Full Refund: Clients are eligible for a 100% refund of their deposit within the first 7 days from the date of initial payment.

No Refund: After the project has commenced beyond the initial planning phase, or significant work has been completed, no refunds will be issued. After 7 days, clients may not receive the 50% refund of their deposit if they choose to cancel.

3.4 Final Payment

The remaining 50% balance must be paid upon project completion before the final product is delivered, deployed, or transferred.

4. Intellectual Property & Data Ownership

4.1 Intellectual Property Rights

All content, including code, 3D models, designs, and software created by Access Code Programming, LLC, is our intellectual property. Clients may not copy, distribute, or resell any assets without prior written permission.

4.2 Client Content & Modification Rights

Clients retain ownership of any content they provide and have the right to modify, customize, or request removal of assets related to their project. While we maintain ownership of the original assets created, clients are free to request changes, updates, or deletion of specific elements as needed.

If a client wishes to remove or alter specific elements, they may submit a formal request, and we will work with them to accommodate their needs.

4.3 Data Ownership & Backups

Clients retain ownership of all data and content they provide. All original project files, including source code and 3D assets, remain the intellectual property of Access Code Programming, LLC unless otherwise specified in a written agreement. We do not guarantee ongoing data backups, and clients are responsible for storing copies of their project files. Access Code Programming LLC is not liable for any lost or corrupted data.

5. Disclaimers & Limitation of Liability

5.1 No Guarantees

We strive to provide high-quality services but do not guarantee specific results, uninterrupted service, or error-free performance.

5.2 Limitation of Liability

To the maximum extent permitted by law, Access Code Programming is not liable for any:

Loss of data, profits, or business opportunities.

Service interruptions, security breaches, or unauthorized access.

Third-party software issues or compatibility errors.

You agree to use our services at your own risk.

6. Third-Party Links & Services

6.1 Third-Party Websites & Tools

Our website may contain links to third-party websites, tools, or services. These third-party services operate independently, and we do not endorse, control, or take responsibility for their content, privacy policies, security practices, or business operations. Any interactions, transactions, or agreements you enter with third-party providers are strictly between you and that provider.

6.2 Hosting, Cloud Storage, and Content Delivery

To ensure high performance, security, and scalability for our projects and client websites, Access Code Programming relies on third-party hosting providers, cloud storage solutions, and content delivery networks (CDNs). These services allow us to optimize loading speeds, store large assets efficiently, and enhance the overall user experience.

6.3 Amazon Web Services (AWS) & CloudFront

We utilize Amazon Web Services (AWS) for secure, scalable, and high-performance cloud storage and content delivery solutions. Our AWS integrations include:

Amazon S3 (Simple Storage Service) is used to securely store and manage large files such as 3D models, images, videos, PDFs, and application data.

Amazon CloudFront (CDN) is a global content delivery network that accelerates website performance, reduces latency, and ensures faster access to assets by serving cached content from edge locations worldwide. This minimizes loading times for users across different geographic regions.

6.4 Reliability & Service Responsibility

While we take extensive measures to ensure the reliability and security of these third-party services, we are not responsible for downtime, service interruptions, or outages caused by third-party providers.

We are not liable for security breaches, unauthorized access, or data loss that occur due to issues within third-party infrastructure.

Changes in third-party terms, pricing, or policies that may affect service availability or performance are beyond our control.

We continuously monitor and optimize our integration with these services to provide the best experience possible for our clients. However, by using our services, you acknowledge and agree that Access Code Programming is not liable for any third-party service failures or disruptions.

7. Privacy & Data Protection

7.1 Commitment to Privacy

We take your privacy seriously and do not sell, share, or distribute any personal information to third parties. All collected information remains strictly within our company and is used solely for the purpose of delivering our services.

7.2 Information We Collect

To provide our services effectively, we may collect the following necessary information:

Name

Email address

Phone number

Shipping address (only when processing orders for physical products)

7.3 Data Usage & Storage

No additional personal data is stored or used beyond what is required to fulfill our services. All collected information is handled securely and used exclusively for communication, order processing, and service-related interactions.

8. Termination

8.1 Suspension or Termination by Access Code Programming

We reserve the right to suspend or terminate your access to our services if you violate these Terms.

At Access Code Programming, we do not tolerate fraud, discrimination, or hateful behavior of any kind. We are committed to serving everyone equally, regardless of race, gender, ethnicity, nationality, or background. Any client or user found engaging in fraudulent activities, discriminatory behavior, or offensive conduct will have their project and access to our services immediately terminated.

If a project is terminated due to these violations, no refunds will be issued. We take these matters very seriously and will not hesitate to discontinue any collaboration if these principles are in question.

8.2 Compliance with Laws

By using our services, you agree to comply with all applicable local, state, and federal laws and regulations. We reserve the right to refuse service to any client engaging in illegal or unethical activities, including but not limited to fraud, copyright infringement, or malicious online activities.

8.3 Termination by Client

If you choose to terminate a project before completion, the following terms apply:

If substantial work has been completed after the initial deposit was made and it has been past 7 days, no refunds will be issued, and you may be required to pay for any work performed up to the termination date.

Any deliverables completed before termination will be provided in their current state, without further revisions.

9. Governing Law & Dispute Resolution

9.1 Initial Resolution Process

All disputes shall first be handled directly between Access Code Programming, LLC and the client in an effort to reach a fair resolution. We encourage open communication to resolve any concerns before pursuing legal action.

9.2 Jurisdiction & Legal Proceedings

If a resolution cannot be reached, the matter will be taken to court. By agreeing to these Terms, you acknowledge that any legal disputes shall be handled exclusively in the courts of DuPage County, Illinois. Both parties agree to submit to the jurisdiction of these courts for any disputes arising out of or related to these Terms and Services.

10. Service-Level Agreements (SLA), Service Modifications, User-Generated Content & Client Responsibilities

10.1 Project Scope Changes

Any additional features, modifications, or requests beyond the agreed-upon project scope may require additional fees. Changes to the original agreement will be reviewed, and a revised quote or timeline may be provided based on the complexity of the modifications.

10.2 Client Responsibilities

Clients are responsible for providing all necessary materials, including logos, content, images, and other project-related assets, in a timely manner. Delays in delivering the required assets may extend project timelines, and Access Code Programming LLC is not liable for any delays resulting from late submissions.

10.3 User-Generated Content

If you submit any content (e.g., text, images, reviews, project materials) to Access Code Programming, LLC, you grant us a non-exclusive, royalty-free license to use, display, and modify such content for the purpose of providing our services. You affirm that you own the rights to the content or have permission to use it. We are not responsible for any legal disputes regarding third-party intellectual property rights.

10.4 Service-Level Agreements (SLA)

While we strive to provide high-quality services and timely responses, uninterrupted availability is not guaranteed. Any service level commitments, including response times, ongoing support, or maintenance, must be agreed upon in a separate written contract.

Service-level agreements may apply to services such as website maintenance, cloud hosting, and ongoing technical support. If no separate SLA is in place, all services will be provided on a best-effort basis.

11. Maintenance & Support

Unless otherwise agreed, post-launch maintenance is not included.

Support services for bug fixes, updates, or modifications may require a separate agreement. This includes, if agreed upon, a monthly charge for hosting + maintenance fee (fee is discussed and agreed upon). Access Code Programming, LLC does not pay nor keep the website up if they are not paid for by the client.

If the client is to stop payments for any reason, the website will be fully taken down until the fee is paid once again. If clients would like to host and maintain their own website, they can do so if the website is fully paid for. Please to remove hosting server, client will be prone

to a cancellation fee if the hosting prover requires so. Domain name, website file, source code and all the essentials need will be given to the client (only if the website is paid in full).

12. Force Majeure Clause

We are not responsible for delays or failures beyond our control, including natural disasters, cyberattacks, server failures, or government actions.

If CDNs or any linked content is taken down that is being use in client's website. We are not responsible for this loss.

13. Changes to These Terms

We may update these Terms at any time. Changes take effect upon posting. Continued use of our services means you accept the updated Terms.

14. Indemnification Clause

You agree to indemnify, defend, and hold harmless Access Code Programming, LLC, its affiliates, employees, and partners from any claims, damages, losses, liabilities, or expenses (including legal fees) arising from:

14.1 Misuse of Services

Any improper, unauthorized, or unlawful use of our services, website, or provided materials.

14.2 Violation of Terms

Failure to comply with these Terms and Conditions, including any breach of contractual obligations.

14.3 Intellectual Property Infringement

Any unauthorized use, reproduction, or distribution of copyrighted material, trademarks, or proprietary assets belonging to Access Code Programming, LLC or third parties.

This indemnification obligation extends to all legal proceedings, settlements, and damages incurred as a result of your actions, whether direct or indirect.

15. Cookie & Tracking Policy

Our website may use cookies and tracking technologies to improve user experience, analyze traffic, and optimize services. By using our website, you consent to our use of cookies in accordance with our Privacy Policy. You may disable cookies through your browser settings, but this may affect website functionality.

16. Contact Information

For any questions, contact us at:

info@accesscodepro.com

accesscodepro.com