

Terms of Service

Effective Date: 06/16/25

Last Updated: 06/16/25

Welcome to Flourish Web Solutions (“Company,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your use of our website maintenance, hosting, and related services. By subscribing to or using any of our plans (Basic, Entrepreneur, or Executive), you agree to these Terms.

1. Services Provided

We provide website hosting, maintenance, analytics, updates, and security services as outlined in your selected service plan. Each tier includes specific features, including but not limited to:

- Initial design & build (one-time fee)
- Dedicated hosting
- 24/7 uptime monitoring
- Daily backups
- Website security and SSL
- Content updates (text/images)
- Google Analytics reporting
- Custom domain-based emails

See the full service descriptions for each plan: flourishwebsolutions.org/plans

2. Eligibility & Account Responsibility

You must be at least 18 years old to enter into a legally binding agreement with us. You are responsible for ensuring the security and confidentiality of your account and related credentials.

3. Fees and Payment Terms

- Monthly fees are billed in advance.
 - One-time website build fees are due before work begins, unless otherwise approved by the owner.
 - Payment methods accepted: credit/debit card, ACHI.
 - Failure to pay may result in suspension or termination of services.
 - All fees are non-refundable unless otherwise required by law.
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4. Client Responsibilities

Clients agree to:

- Provide accurate and timely content and assets for website development and updates.
 - Maintain ownership and/or legal rights to all content submitted to us.
 - Not use our services for illegal, abusive, or harmful content.
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5. Content Ownership & Licensing

You retain ownership of all content you provide. We do not claim ownership but require a limited license to host, display, and maintain your content during the term of service.

All website designs created by us remain the intellectual property of Flourish Web Solutions until full payment for design services has been received.

6. Service Modifications and Limitations

We may make changes to improve service performance or comply with legal requirements. Some modifications may impact the features or performance of your plan. You will be notified in advance of any material change.

7. Termination

Either party may terminate services with 30 days' written notice.

We reserve the right to terminate service immediately for:

- Non-payment
- Breach of these Terms
- Use of service for prohibited or illegal purposes

Upon termination, you will receive a backup copy of your website (if requested) and service will cease.

8. Disclaimer of Warranties

Our services are provided "as is" and "as available" without warranties of any kind, either express or implied. We do not guarantee uninterrupted or error-free service.

9. Limitation of Liability

To the maximum extent permitted by law, Flourish Web Solutions shall not be liable for any indirect, incidental, special, consequential, or punitive damages. Our total liability shall not exceed the amount paid by you in the three (3) months prior to the event giving rise to the claim.

10. Indemnification

You agree to defend, indemnify, and hold us harmless from all liabilities, claims, and expenses that arise from:

- Your breach of these Terms
- Content you submit or host using our services
- Violation of third-party rights

11. Dispute Resolution

Disputes will be resolved through good faith negotiation. If unresolved, they shall be submitted to binding arbitration in the State of New Jersey under the rules of the American Arbitration Association.

12. Changes to Terms

We reserve the right to update these Terms at any time. Updates will be posted on our website with a new "Effective Date." Continued use of our services constitutes acceptance of the revised terms.

13. Contact

For any questions or concerns regarding these Terms:

Email: info@flourishwebsolutions.com

Address: 331 Lisa Way, Cinnaminson, NJ 08077