

Terms and Conditions

Last Updated: 03/02/2025

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 14 days from the date of payment.

Partial Refund: After 14 days, clients may receive a 50% refund of their deposit if they choose to cancel.

No Refund: After the project has commenced beyond the initial planning phase, or significant work has been completed, no refunds will be issued.

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

All content, including code, 3D models, designs, and software created by Access Code Programming, is our intellectual property and may not be copied, distributed, or resold without permission.

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.

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

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.

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.

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): Used to securely store and manage large files such as 3D models, images, videos, PDFs, and application data.

Amazon CloudFront (CDN): 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.

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.

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.

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

We take your privacy seriously. No personal information is sold, shared, or distributed to any third parties. Any information collected stays strictly within our company and is used solely for the purpose of delivering our services.

We only collect the necessary information, which may include:

Name

Email address

Phone number

Shipping address (only when processing orders for physical products)

No additional personal data is stored or used beyond what is required to fulfill our services.

8. Termination

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.

9. Governing Law & Dispute Resolution

All disputes shall first be handled directly between Access Code Programming, LLC and the client in an effort to reach a fair resolution. 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 Modifications & Client Responsibilities

Project Scope Changes: Additional features or modifications beyond the agreed-upon scope may require additional fees.

Client Responsibilities: Clients must provide logos, content, images, and other materials in a timely manner. Delays in delivering assets may extend project timelines.

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.

12. Force Majeure Clause


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


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. Contact Information

For any questions, contact us at:

 info@accesscodepro.com

 accesscodepro.com