

Terms of Service

805 Pixel | 805pixel.com

Effective Date: February 1, 2026 | Last Revised: March 2026

1. Overview

805 Pixel provides website design, hosting, maintenance, domain management, and related digital services under a monthly subscription model. By using our services, you agree to be bound by these Terms of Service. If you do not agree, you must discontinue use immediately. These Terms constitute the entire agreement between you and 805 Pixel and supersede any prior verbal or written understandings or agreements.

2. Subscription Model

All websites provided by 805 Pixel operate under a monthly subscription. Your subscription includes:

- Website design and development
- Hosting and SSL certificate
- Domain registration and management (see Section 5A)
- Ongoing maintenance
- Reasonable content updates (as defined in Section 8)
- Basic SEO setup

Services remain active only while the subscription is current. 805 Pixel grants you a limited, non-exclusive, non-transferable license to access and use the live website solely during the term of your active subscription. No ownership interest in the website, codebase, or underlying systems is conveyed by this license.

3. Free Preview

Prior to committing to a subscription, 805 Pixel may provide a complimentary preview website ("Preview Site") for your review. The Preview Site is provided for evaluation purposes only and is subject to the following conditions:

- The Preview Site is hosted on a staging environment and is not a live production website.
- The Preview Site includes a noindex directive and is not intended to be publicly promoted.
- 805 Pixel retains full ownership of the Preview Site at all times.
- The Preview Site may be taken down at any time if no subscription is entered into within thirty (30) days of delivery.
- Requesting or viewing a Preview Site does not create any binding obligation on either party.

4. Payment Terms

Subscription fee: \$29.99 per month (unless otherwise agreed in writing). Payments are billed monthly in advance.

- You may cancel at any time with proper notice (see Section 5).
- No refunds are provided for partial months or unused portions of a billing period.
- If payment fails, 805 Pixel will notify the client. If not resolved within five (5) business days, the website may be suspended until the balance is resolved.
- A reactivation fee of \$25.00 may apply to accounts suspended for non-payment.
- Late payments beyond 30 days may incur a late fee of 1.5% per month on the outstanding balance.

5. Cancellation

You may cancel your subscription at any time by providing written notice via email to hello@805pixel.com. Cancellation takes effect at the end of the current billing cycle (no additional charge will be incurred after notice is given). Upon the effective date of cancellation:

- Your website will be taken offline.
- Hosting services will be discontinued.
- Upon written request within fourteen (14) days of cancellation, 805 Pixel will provide a copy of content you originally provided (text, images, logos).
- Domain transfer rights are governed by Section 5A.

Cancellation does not relieve the client of any payment obligations accrued prior to the cancellation effective date.

5A. Domain Management & Transfer

805 Pixel includes domain registration and management as part of the subscription. The following terms govern domain ownership and transfer:

- Domains are registered through 805 Pixel's account with Namecheap and managed centrally on behalf of the client.
- The client retains a beneficial interest in their domain name. Upon cancellation, the client may request a full domain transfer to a registrar of their choosing at no additional cost.
- Domain transfer requests must be submitted in writing to hello@805pixel.com. 805 Pixel will initiate the transfer within seven (7) business days of a valid request.
- If no transfer is requested within sixty (60) days of cancellation, 805 Pixel may allow the domain to expire. 805 Pixel is not liable for domain loss resulting from failure to request transfer.
- Domains purchased for custom or premium names may be subject to a separate fee disclosed in writing before purchase.

6. Ownership & Intellectual Property

Client Ownership. You retain full ownership of your business name, logos, images you provide, and written content you provide.

805 Pixel Ownership. 805 Pixel retains sole and exclusive ownership of the website design structure, codebase, layout framework, custom styling, proprietary systems, and templates. Source code files are not transferred upon cancellation unless otherwise agreed in a separate signed written agreement.

No Implied License. Nothing in these Terms grants you any right, title, or interest in 805 Pixel's intellectual property beyond the limited license described in Section 2. Upon cancellation or termination, the license granted hereunder immediately terminates.

7. Content Responsibility & Indemnification

You are solely responsible for ensuring that all content provided to 805 Pixel is accurate, lawful, and does not infringe upon any third party's rights. You agree to indemnify, defend, and hold harmless 805 Pixel, its owners, employees, contractors, and agents from and against any and all claims, damages, losses, or liabilities arising out of: (a) content you provide; (b) your use of the services; (c) your violation of these Terms; or (d) your violation of any applicable law or third-party rights.

8. Updates & Support

The subscription includes reasonable content updates, defined as up to two (2) hours of update work per calendar month, including:

- Text edits

- Image replacements
- Business hours or contact information changes
- Minor layout adjustments

Unused update time does not roll over. Major redesigns, new pages, or large structural changes require a separate written agreement and additional fees. Support is provided via email or text. 805 Pixel will make reasonable efforts to respond within two (2) business days.

9. Client Cooperation

You agree to provide timely feedback, approvals, and materials necessary for 805 Pixel to perform services. Delays caused by your failure to cooperate or respond shall not constitute a failure of performance by 805 Pixel.

10. SEO Disclaimer

805 Pixel provides basic SEO setup as part of the subscription. However, 805 Pixel does not guarantee specific search engine rankings, traffic volume, or any particular business outcome. Search engine performance depends on many external factors beyond our control.

11. Disclaimer of Warranties

SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, 805 PIXEL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, 805 PIXEL SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. In no event shall 805 Pixel's total cumulative liability exceed the total amount paid by you in the three (3) months immediately preceding the event giving rise to the claim.

13. Service Availability

While 805 Pixel strives for high uptime, we do not guarantee uninterrupted or error-free website availability. Temporary outages may occur due to hosting provider issues, scheduled maintenance, or circumstances beyond our control.

14. Modifications to Services or Terms

805 Pixel reserves the right to modify these Terms, services, or pricing. We will provide at least thirty (30) days' written notice of material changes via email. Continued use of services after the effective date constitutes acceptance of the updated Terms.

15. Termination by 805 Pixel

805 Pixel may suspend or terminate services immediately and without notice if: (a) the client's website is used for unlawful activity; (b) content is abusive, illegal, or harmful; or (c) the client engages in conduct that poses

legal or reputational risk to 805 Pixel. For other violations, 805 Pixel will provide written notice. If the breach is not cured within ten (10) days, 805 Pixel may terminate services.

16. Force Majeure

805 Pixel shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, cyberattacks, government actions, or failures of third-party infrastructure providers.

17. Dispute Resolution

The parties agree to first attempt to resolve any dispute informally by contacting hello@805pixel.com. If not resolved within thirty (30) days, the parties agree to submit to binding arbitration in San Luis Obispo County, California, under the rules of the American Arbitration Association. Either party may seek injunctive relief to prevent irreparable harm. The prevailing party shall be entitled to recover reasonable attorneys' fees.

18. Governing Law

These Terms are governed by the laws of the State of California, without regard to its conflict of law principles. Any legal action not subject to arbitration shall be brought exclusively in courts located in San Luis Obispo County, California.

19. Severability

If any provision of these Terms is found unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and all remaining provisions shall continue in full force and effect.

20. Entire Agreement

These Terms constitute the entire agreement between you and 805 Pixel and supersede all prior communications, proposals, or agreements, whether oral or written. No amendment shall be binding unless made in writing and signed by an authorized representative of 805 Pixel.

21. Contact Information

805 Pixel | Templeton, California

Email: hello@805pixel.com | Website: 805pixel.com

This document was last revised March 2026. Please retain a copy for your records.