

Last Updated: December 12, 2025

Terms of Service

These Terms of Service (“Terms”) govern your access to and use of the website located at <https://alisonprime.co> (the “Site”) and any services, consulting, development, maintenance, support, or related offerings provided by Alison Prime LLC (“Alison Prime”, “we”, “us”, or “our”).

Please read these Terms carefully. By accessing or using the Site or engaging Alison Prime for services, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Site and do not engage us for services.

If we enter into a separate written agreement or statement of work (“SOW”) with you for specific services, that agreement will govern where it conflicts with these Terms. In all other respects, these Terms will apply.

1. Who We Are

Alison Prime LLC is a web and software development studio focused on websites, web applications, integrations, and ongoing maintenance and support.

Business name: Alison Prime LLC

Website: <https://alisonprime.co>

Email: support@alisonprime.com

Phone: +1 (323) 916 5612

Address: 1720 MAIN ST MILES CITY, MT 59301, USA

2. Eligibility

You may use the Site and engage our services only if:

- You are at least 18 years old (or the age of majority in your jurisdiction), and
- You have the authority to enter into a binding agreement on behalf of yourself or the organization you represent.

By using the Site or engaging us, you represent and warrant that you meet these requirements.

3. Our Services

Alison Prime provides, among other things:

- Website design, development, and implementation
- Website maintenance and support
- Custom web apps and portals
- API integrations and workflow automations
- Performance, stability, and security-focused improvements
- Related consulting and technical advisory services

The specific services, deliverables, timelines, and fees for your project will be described in an SOW, proposal, order form, or similar document (collectively, a “Service Agreement”).

We may update or modify the range of services we offer at any time, but such changes will not affect services already agreed in a signed or accepted Service Agreement.

4. No Legal, Financial, or Compliance Advice

Our services, content, or suggestions are NOT legal, financial, tax, or regulatory advice.

- You remain responsible for your own legal, compliance, and regulatory obligations (including privacy, data protection, industry-specific regulations, and any financial or payment-related compliance).
- Any mention of security, data protection, or reliability practices is provided as general technical guidance only and does not replace specialist legal or compliance advice.

We recommend that you consult qualified professionals (such as lawyers or accountants) for any legal, financial, or regulatory matters.

5. Your Responsibilities

You are responsible for:

- Providing timely, accurate information and access necessary for us to perform the services (for example: website logins, hosting access, technical contact details).
- Ensuring that any content, data, or materials you provide (including text, images, branding, and customer data) are lawful and that you have all necessary rights and permissions to use them.
- Maintaining appropriate backups, security controls, and policies unless explicitly agreed otherwise in a Service Agreement.

- Complying with all applicable laws and regulations in your jurisdiction and any jurisdictions where your own customers or users are located.

You agree not to use our services or the Site for any illegal or harmful purpose, including (without limitation):

- Violating any applicable law or regulation
- Infringing the rights of others (including intellectual property and privacy rights)
- Distributing malware, spam, or harmful code
- Engaging in abusive, fraudulent, deceptive, or misleading conduct

We reserve the right to decline or discontinue services if your project materially conflicts with applicable laws, our internal policies, or our ethical standards.

6. Project Scoping, Changes, and Acceptance

6.1 Scoping

Before starting significant work, we may prepare a Service Agreement, proposal, or SOW that outlines:

- The scope of work and key deliverables
- Assumptions and exclusions
- Estimated timelines and milestones
- Fees, payment schedule, and any ongoing charges

You must review and approve this scope (usually in writing, email confirmation, or electronic acceptance) before we begin the corresponding work.

6.2 Changes and Additional Work

If you request changes or additional work that goes beyond the initially agreed scope, we may:

- Provide a revised quote or SOW for the additional work, or
- Treat the changes as a new phase or project, or
- Decline to implement changes that materially alter the original agreement without a revised scope and fees.

We will not be obligated to perform out-of-scope tasks unless we have agreed to them in writing and, where applicable, adjusted fees and timelines.

6.3 Acceptance

Unless otherwise specified in a Service Agreement:

- We may provide you with a preview, staging environment, or test link to review deliverables.
- You will be given a reasonable period to provide feedback or request reasonable adjustments.
- If you do not raise material objections in that period, the deliverables may be deemed accepted.
- Minor cosmetic or non-functional issues may be handled as part of post-launch support or a maintenance plan, where applicable.

7. Fees, Invoices, and Payments

7.1 Fees

Our fees may include:

- Fixed-fee project pricing
- Hourly or day rates for time-based work
- Monthly or recurring maintenance/support fees
- Other agreed charges (for example, audits or consultations)

Exact fees and payment terms will be specified in your Service Agreement.

7.2 Invoices and Payment Terms

Unless otherwise agreed in writing:

- Invoices are due within the timeframe specified in the Service Agreement (for example, upon receipt or within a specified number of days).
- We may require deposits or milestone-based payments before beginning or continuing work.
- Late payments may incur delays to work, suspension of services, or additional charges allowed by law and/or specified in your Service Agreement.

7.3 Taxes and Third-Party Costs

You are responsible for any applicable taxes (for example, VAT, GST, sales tax) that may be required by law, except for our own income or corporate taxes.

You are also responsible for third-party costs required for your project, such as:

- Domain registrations or renewals
- Hosting or server fees
- Third-party software licenses, themes, or plugins
- Paid tools, APIs, or services used on your behalf

Where we make purchases on your behalf, we will typically pass through those costs to you as agreed.

8. Refunds and Cancellations

Any specific refund, cancellation, or rescheduling rules for your project or plan will be set out in your Service Agreement and in our separate Refund Policy (available on the Site).

In general, work that has already been completed or time already spent is not refundable, and prepaid retainers or deposits may be non-refundable once work has commenced, except where required by applicable law or explicitly stated otherwise in writing.

9. Third-Party Services and Integrations

Our work often involves third-party platforms, tools, and services (such as hosting providers, content management systems, payment processors, analytics tools, email services, and automation platforms).

You acknowledge and agree that:

- Those third-party services are governed by their own terms and privacy policies, which you are responsible for reviewing and complying with.
- We are not responsible for availability, performance, security issues, or policy changes made by third-party providers.
- If a third-party provider experiences downtime, changes its pricing, modifies its APIs, or discontinues features, this may impact your project and may require additional work or alternative solutions, which may be subject to additional fees.

We do not operate as a payment processor or money transmitter and do not hold or manage funds on behalf of your users or customers.

10. Intellectual Property

10.1 Our Pre-Existing Materials

We retain all rights, title, and interest in and to:

- Our pre-existing intellectual property (for example, internal tools, code libraries, processes, templates, frameworks, and know-how), and
- Any generic elements we use repeatedly across projects (for example, non-client-specific components or utilities).

To the extent such materials are incorporated into your deliverables, we grant you a license to use them as necessary for you to use the deliverables for your internal business purposes, subject to payment of applicable fees.

10.2 Client Materials

You retain ownership of any content, trademarks, logos, or other materials that you provide to us (“Client Materials”). You grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, adapt, and display Client Materials solely as necessary to perform the services and deliverables.

You represent and warrant that you have all rights and permissions necessary to grant this license.

10.3 Project Deliverables

Unless otherwise stated in a Service Agreement:

- Upon full payment of all fees due for a project, you will receive a license (or ownership, as specified) to use the final deliverables for your own business purposes.
- We may retain copies of work for backup, portfolio, or internal reference, subject to any confidentiality obligations.

We may, with your permission (which may be granted or withheld at your discretion), reference your project in our portfolio, case studies, or marketing materials, subject to any agreed restrictions.

11. Confidentiality

Each party agrees to treat the other party’s non-public information as confidential (“Confidential Information”) and to use it only as needed to perform or receive the services.

Confidential Information does not include information that:

- Is or becomes publicly available without breach of these Terms,
- Was already lawfully known to the receiving party,
- Is received from a third party who has the right to disclose it, or
- Is independently developed without reference to the other party's Confidential Information.

If we are required by law, regulation, or court order to disclose Confidential Information, we may do so after providing notice to the extent legally permissible.

12. Data Protection and Privacy

Your use of the Site is also governed by our Privacy Policy, which describes how we collect, use, and protect personal data. The Privacy Policy is available on the Site and is incorporated into these Terms by reference.

If we process personal data on your behalf as part of providing services, any additional data protection terms (including a Data Processing Addendum, if applicable) will be set out in a separate agreement.

You remain responsible for complying with any applicable data protection laws (for example, GDPR or similar laws) with respect to your own customers, users, and data.

13. Warranties and Disclaimers

To the maximum extent permitted by law, the Site and all services are provided “as is” and “as available”, without warranties of any kind, whether express or implied.

We do not guarantee that:

- The Site or services will be error-free, uninterrupted, or always available, or
- Any particular result, revenue, traffic, or performance metrics will be achieved.

To the fullest extent permitted by law, we disclaim all implied warranties, including (without limitation) implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

14. Limitation of Liability

To the maximum extent permitted by law:

- Alison Prime and its owners, officers, employees, and affiliates shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including (without limitation) loss of profits, loss of revenue, loss of data, or business interruption, arising out of or in connection with your use of the Site or services, even if we have been advised of the possibility of such damages.
- Our total aggregate liability for any claim arising out of or relating to the Site or services shall not exceed the total fees you have paid to us under the relevant Service Agreement in the twelve (12) months preceding the event giving rise to the claim, or, if no such fees have been paid, a reasonable sum not exceeding one hundred US dollars (USD \$100).

Some jurisdictions do not allow the exclusion or limitation of certain damages or implied warranties. If such laws apply to you, some or all of the above exclusions or limitations may not apply, and you may have additional rights.

15. Indemnification

You agree to indemnify, defend, and hold harmless Alison Prime and its owners, officers, employees, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Site or services,
- Your breach of these Terms or a Service Agreement, or
- Any content, data, or materials you provide, or your violation of any law or the rights of a third party.

16. Suspension and Termination

We may suspend or terminate your access to the Site or our services if:

- You materially breach these Terms or a Service Agreement and fail to cure such breach (where curable) within a reasonable period after written notice, or
- You engage in unlawful, fraudulent, or abusive activity, or
- It becomes impossible or commercially unreasonable for us to continue providing services due to factors outside our control (for example, third-party platform changes, legal restrictions, or security concerns).

Upon termination:

- Any outstanding fees for work performed or commitments made up to the date of termination will remain payable.
- Provisions that by their nature should survive (such as confidentiality, intellectual property, limitations of liability, and indemnification) will continue to apply.

17. Changes to the Site and These Terms

We may update the Site, our services, or these Terms from time to time. When we make material changes to these Terms, we will update the “Last Updated” date at the top of this page and may post a notice on the Site.

Your continued use of the Site or services after changes become effective constitutes your acceptance of the updated Terms. If you do not agree with the changes, you should stop using the Site and services.

18. Governing Law and Dispute Resolution

These Terms and any dispute arising out of or relating to them, the Site, or the services shall be governed by and construed in accordance with the laws of the State of Montana, United States, without regard to its conflict of laws rules.

Any dispute arising out of or relating to these Terms, the Site, or the services shall, in the first instance, be attempted to be resolved amicably between the parties. If a resolution cannot be reached, the dispute may be brought in the state or federal courts located in Montana, and you consent to the jurisdiction of such courts.

If you are located in a jurisdiction that requires different dispute resolution mechanisms or consumer protections, you may have additional rights under local law.

19. International Use

The Site may be accessible from countries other than the United States. We do not represent that the Site or services are appropriate or available for use in all locations. You are responsible for complying with local laws if and to the extent they are applicable.

20. Miscellaneous

If any provision of these Terms is held to be invalid or unenforceable, that provision will be limited or severed to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

No waiver of any term will be deemed a further or continuing waiver of that term or any other term. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

You may not assign or transfer these Terms or any rights or obligations under them without our prior written consent. We may assign our rights and obligations under these Terms in connection with a merger, acquisition, sale of assets, or by operation of law.

21. Contact Information

If you have any questions about these Terms or our services, you can contact us at:

Alison Prime LLC

Website: <https://alisonprime.co>

Email: support@alisonprime.com

Phone: +1 (323) 916 5612

Address: 1720 MAIN ST MILES CITY, MT 59301, USA