WHERE IS YOUR WEBSITE?

Terms of Use & Service

Effective date: November 13, 2026 | Last updated: November 13, 2026

1. Operator and scope

Where is Your Website? is operated by AYAM Brands, a Wyoming business ("AYAM Brands," "we," "us," or "our"). These Terms of Use and Service govern use of https://whereisyourwebsite.com and, when expressly accepted as described below, our website design services.

Contact: help@whereisyourwebsite.com. Mailing address: AYAM Brands, 32 N Gould St, Sheridan, WY 82801, United States.

2. Inquiries and agreement to services

Submitting an inquiry is free and does not place an order, reserve a start date, or create a payment obligation. We review requirements by email. We do not currently accept payment through checkout on this website; approved projects are invoiced separately.

Before payment or work begins, we provide the agreed scope, price, and these terms. A service agreement is formed only after you expressly accept them in writing or electronically and we confirm the project. A linked footer alone does not constitute acceptance of a paid project. You must be at least 18 and authorized to act for the purchasing business.

A separately signed agreement controls over these terms where they conflict. Otherwise, an expressly accepted project proposal or scope controls over these standard terms for project-specific details. An invoice cannot unilaterally change an agreed scope.

3. Standard package

The standard package is $1,000 USD, paid once, for up to five standard informational website pages. It includes design tailored to the business within this scope; responsive desktop, tablet, and mobile layouts; a functioning contact form; basic on-page SEO, including titles, descriptions, heading structure, image alt text, and a sitemap; one consolidated revision round; launch assistance; and handoff.

Domain registration, hosting, and any approved third-party subscriptions or license fees are separate customer costs. There is no recurring agency subscription in this package. Applicable legally required taxes, if any, are identified before acceptance.

The package excludes e-commerce, custom applications, advanced integrations, ongoing maintenance, ongoing SEO, unlimited revisions, and additional pages. Copywriting, branding, custom photography, and legal-policy drafting are not included unless expressly agreed. Features on our own marketing site do not expand the package.

4. Payment and authorized expenses

Unless the accepted proposal states otherwise, the $1,000 project fee is invoiced and payable in full before work begins. Work is scheduled after acceptance, cleared payment, and receipt of necessary content and access. We will not incur optional third-party expenses on your behalf without your approval.

Use the payment method stated on the invoice. Do not send card numbers, bank credentials, or passwords through website forms or ordinary email. Contact us promptly about a billing error. Nothing here restricts lawful payment-dispute rights.

5. Content, cooperation, and scheduling

You provide accurate business information, approved text, images, branding, and necessary permissions and access. You warrant that you may lawfully provide and authorize use of those materials. You retain ownership of your materials and grant us permission to use them only to perform the project.

We confirm the timeline after reviewing requirements and receiving necessary content. No fixed delivery deadline is promised by the standard package. Delays in content, approvals, access, or third-party services may move the schedule; we will communicate material changes.

You review factual statements, contact details, rights to supplied materials, and any business-specific disclosures before approving launch. We remain responsible for our own agreed work. Regulated activities, special security requirements, and legal or accessibility compliance audits require separately agreed scope.

6. Revision, review, and launch

One revision round means one consolidated list of reasonable changes to the presented design and content within the agreed scope. A new design direction, new functionality, additional pages, or later rounds require a separate written quote and approval before extra work.

Please provide consolidated feedback within 10 business days of delivery for review. Silence does not approve launch. After 30 days without needed feedback or materials, we may pause the project after written notice; rescheduling depends on availability and any additional fee must be agreed in advance.

We launch after your written approval and receipt of required domain or hosting access. Report failures to meet the agreed scope promptly. Corrections needed to meet that scope are not charged as a revision round. Ongoing updates after handoff are outside the package; this does not remove remedies for our breach.

7. Cancellation and refunds

You may cancel by emailing us. If cancellation occurs before work begins, we refund the project fee, less only nonrecoverable third-party expenses you specifically authorized. After work begins, we retain only the reasonable value of work actually performed and authorized nonrecoverable expenses, capped at the agreed project price, and refund any unearned balance. We provide an itemized explanation on request.

If we cancel for reasons other than your material breach, we refund unearned fees and provide paid-for completed deliverables. For a material breach, either party may terminate if it is not corrected within 10 business days after written notice, unless immediate suspension is reasonably necessary to prevent unlawful activity or security harm. Refunds due are issued within 15 business days after the amount is determined; payment-provider processing may take longer. Nonwaivable statutory rights remain intact.

8. Ownership, tools, and third-party services

Upon full payment, we assign to you our rights in the original custom design and code created specifically for your project and identified as final deliverables. We provide the agreed source files and handoff materials. Unselected concepts, internal working files, pre-existing tools, reusable components, and general know-how are not transferred.

To the extent our retained materials are embedded in paid final deliverables, we grant you a perpetual, worldwide, nonexclusive license to use, reproduce, modify, and have others maintain those materials as part of your website. Third-party fonts, images, software, open-source components, platforms, and other licensed assets remain subject to their own terms; we identify material license or hosting restrictions at handoff.

We may use software-assisted and AI-assisted tools in production and review their output. We do not promise exclusivity or copyright protection for third-party or AI-generated elements. We do not publish your private project materials or display your business as a client without permission.

Third-party hosting, domain, email, payment, and platform services have their own terms, fees, and availability. Portability may require compatible hosting or replacement of platform-specific services. We do not guarantee a third party will continue offering a service.

9. Website use and concept demonstrations

You may browse the website and evaluate our services. Do not misuse forms, send spam, submit malicious code, attempt unauthorized access, bypass access controls or rate limits, impersonate others, infringe rights, or interfere with the site.

Our branding, marketing content, and concept designs belong to us or our licensors. Viewing them does not grant a license to reproduce or resell them. Concept sites are fictional demonstrations, not completed client projects or evidence of customer outcomes. Demo actions do not make real bookings, purchases, or inquiries.

External links are offered for convenience. Their operators control their content and privacy practices. Our Privacy Policy explains our handling of personal information; accepting service terms is not blanket consent to unrelated marketing or data processing.

10. Performance and warranties

We will perform the agreed services with reasonable care and skill. Basic SEO does not guarantee rankings, indexing, traffic, leads, sales, revenue, uninterrupted availability, perfect security, or identical appearance on every browser or device.

To the extent permitted by law, our public website and demonstration content are provided "as is" and "as available," and we disclaim implied warranties of merchantability, fitness for a particular purpose, and noninfringement except as expressly stated in an accepted service agreement or required by law. These disclaimers do not excuse failure to deliver the agreed services or override nonwaivable rights.

11. Liability limits

To the fullest extent permitted by applicable law, neither party is liable to the other for indirect, incidental, special, consequential, or punitive damages, including lost profits or business opportunities, arising from the website or services.

For claims arising from a paid project, our aggregate liability is limited to the total fees paid or payable for that project. For claims arising solely from use of the free public website, our aggregate liability is limited to $100.

These exclusions and caps do not apply to fraud, willful misconduct, gross negligence, liabilities that cannot lawfully be limited, or refunds and delivery of paid-for materials expressly owed under these terms. They do not limit your obligation to pay undisputed agreed fees. Mandatory consumer protections remain available.

12. Disputes and governing law

Please email help@whereisyourwebsite.com with a description of any dispute and the resolution requested. Both parties will try in good faith to resolve it informally for 30 days, without preventing urgent relief, timely filing to preserve a legal right, or complaints to public authorities.

Wyoming law governs these terms, excluding its conflict-of-laws rules, except where mandatory law requires otherwise. Subject to nonwaivable venue rights, disputes may be brought in state courts in Sheridan County, Wyoming, or federal courts in the District of Wyoming with jurisdiction. Either party may use an eligible small-claims court. These terms do not require arbitration or waive class-action rights.

13. Changes and general provisions

We may update these terms by posting a revised version and effective date. Updates apply prospectively; they do not change an existing accepted project agreement without both parties' agreement. For material changes affecting an ongoing service relationship, we provide appropriate notice.

If a provision is unenforceable, the remaining provisions continue to apply to the extent lawful. Failure to enforce a provision is not a waiver. Neither party is responsible for delays caused by events reasonably beyond its control, but the affected party must promptly communicate and take reasonable steps to reduce the impact. This does not eliminate obligations to refund unearned fees.

These terms, the expressly accepted project scope, and any separately signed agreement form the agreement for the services. Electronic signatures and recorded email acceptance may be used to document agreement.

14. Contact

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