Terms of Service and Subscription Agreement

Effective date: October 25, 2026 | Version: 2026-10-25

1. Parties, scope, and order of precedence

This agreement is between Third Arm Technologies, operating as Alden Sites ("Alden," "we," "us"), and the business identified in your order ("Customer," "you"). The individual accepting represents that they are at least 18 and authorized to bind that business. The service is offered for business purposes. This statement does not waive any protection that applicable law gives you.

Your order identifies the customer business, selected website plan, selected domain, price, and any separately approved additions. These Terms, the Domain Registration and Transfer Authorization (Document 03), and the Customer Content Authorization and Publication Approval (Document 05) form the agreement. The Refund, Cancellation, and Domain Exit Policy (Document 04) explains the same terms. The Privacy Policy (Document 02) describes our data practices; it is not consent to unrelated processing. Mandatory law controls any conflict. An expressly agreed written amendment controls the specific subject it changes; otherwise these Terms control, except that Document 03 controls registrar-specific procedures and may not diminish the customer protections here. An advertising summary does not authorize an undisclosed fee.

2. Service and limits

The $69 monthly plan includes creation of one static, one-page business website, a private preview, human review and quality control, customer approval before first publication, hosting, technical maintenance, and administration of one eligible .com domain under Section 8. It does not include email mailboxes, e-commerce, appointment scheduling, a customer database for your visitors, ongoing search-engine marketing, guaranteed rankings, paid advertising, unlimited redesigns, or custom integrations unless a separate order expressly includes them.

Alden Sites uses website templates and human-led preparation, review, quality control, and publication. Website copy and imagery must accurately represent your business. We will not knowingly publish fabricated credentials, testimonials, project history, or other unsupported factual claims. A private preview is not a published website and does not start recurring billing.

3. Price and initial payment

You pay $69 in U.S. dollars at checkout, plus only applicable taxes disclosed before you pay. There is no setup fee and no annual commitment. The initial payment purchases creation of the website and the first monthly service period beginning at Verified Publication, as defined below. It is not an additional setup payment on top of the first month. The initial payment is not consumed merely by time spent waiting for the preview or publication. Optional extras require a separate, affirmative purchase authorization; they are not included in the recurring authorization in Section 5.

4. Delivery, approval, and Verified Publication

You must supply usable business information and materials and respond to the preview. We will provide an estimated delivery schedule in your order confirmation. You may request corrections before approval.

You must expressly approve the identified website version and agreed public domain before publication. You may give approval by email to hello@aldensites.com or during a phone conversation with Alden Sites. We record who approved, the date, the method, and the approved version and domain. You can request a callback through the website contact form. Silence, opening a preview, payment, or a quality-check result is not publication approval.

"Verified Publication" occurs only when you have affirmatively approved the identified website version, we have deployed that version to the agreed public domain, and our verification confirms it is publicly accessible over HTTPS with the approved content. A deployment request alone, a private preview, or an unverified temporary address does not qualify. We will send publication confirmation with the service start, paid-through time, and next billing time. If verification fails, recurring billing remains disabled while we correct the problem or refund you.

If Verified Publication has not occurred within 30 calendar days after the initial payment, we will cancel the unfulfilled order and refund the initial payment and associated tax in full unless you affirmatively agree, before that deadline, to a specific later deadline. Customer delay does not authorize automatic billing or indefinite retention of the payment. An extension records the new deadline and preserves your right to cancel before Verified Publication. The estimate is not a separate promise of faster delivery.

5. Recurring authorization and monthly periods

By separately accepting recurring billing at checkout, you authorize Alden, through Stripe, to store a payment-method reference and charge the authorized payment method $69 plus applicable disclosed taxes each month after the first paid service period, until cancellation. The recurring subscription may be created or activated only after Verified Publication. Activation must not charge you again for the month already covered by the initial payment.

The first renewal is one calendar month after Verified Publication. Later renewals follow the monthly billing anniversary; when a month lacks that day, the renewal occurs on its last day. The dashboard and notices display the exact billing time and time zone. Each payment covers the period starting at that renewal and ending immediately before the next renewal. A new deployment, rollback, domain change, or retry does not restart the paid period or create a second subscription. We provide a retainable copy of your authorization and the resulting schedule.

You may revoke authorization for future recurring charges by cancelling online or contacting hello@aldensites.com. Revocation stops future automatic charges and schedules service to end at the end of the already paid period; it does not erase a lawful charge already incurred. We do not require you to waive your payment-provider dispute rights. We will obtain new authorization where required for a material billing change.

6. Cancellation and refunds

Cancel through your account dashboard using the Cancel subscription control. You do not need to call, explain your reasons, or accept a retention offer. Cancellation is effective for future renewals when received and confirmed; hosting remains available through the paid-through time unless you ask us to unpublish earlier or a suspension permitted by Section 12 applies. Cancel before the displayed next billing time to prevent the next monthly charge. There is no extra advance-notice requirement. If a charge is made for a renewal after a timely cancellation, we will reverse or refund it.

If you cannot access the dashboard, send your cancellation request to hello@aldensites.com. We may reasonably verify account authority but will not use verification to delay cancellation. We will record the request's received time and resolve a billing race in your favor where the request preceded the renewal. Cancelling the subscription does not require deleting the account or transferring the domain first.

Ordinary paid months are not prorated or refunded merely because you cancel or use only part of the month. This does not limit required legal refunds, correction of billing errors, or the failed-fulfillment refund. If we cannot deliver the purchased website, we will refund the initial payment and associated taxes in full, with no deduction for processing fees or an included domain we purchased.

You may cancel the unfulfilled order online any time before Verified Publication for a full initial-payment refund. No recurring subscription will activate.

We will initiate an approved refund to the original payment method within five business days after the refund becomes due, unless that method cannot accept it, in which case we will arrange a lawful alternative. Your provider controls posting time. We will give you the amount, initiation date, and reference when available.

No additional post-publication satisfaction guarantee is offered by this agreement.

7. Customer cooperation and ongoing changes

You are responsible for accurate business facts, timely review, permissions for materials, lawful advertising, and keeping your account and contact information current. Notify us promptly of compromised credentials, expired licenses, changed insurance status, or inaccurate website information. You may not submit secrets or sensitive personal information unnecessary for a public business website.

The plan includes one consolidated change request per quarter covering up to five minor text, contact-detail, or customer-supplied image edits within the existing layout. Unused requests do not roll over. Corrections of our errors and necessary technical fixes do not consume this allowance. Each additional change request costs $49 and covers up to five minor edits of the same kind; applicable tax is disclosed before you approve the charge. Larger projects, additional pages, structural changes, new features, or redesigns are quoted separately. No additional charge is made without your affirmative approval. Support is available through hello@aldensites.com and the dashboard. We communicate expected completion times; no emergency response commitment is included.

Each quarter is a consecutive three-month service period beginning at Verified Publication and each three-month anniversary thereafter. Your account shows the applicable request period.

8. Domain registration and management

You are the registered name holder (domain registrant). We act as your limited agent to register and administer the domain, not as its owner. The domain is subject to the actual registrar and registry agreements and applicable ICANN policies, presented to you before registration. Registration is not a trademark clearance or a guarantee of availability. If a registered domain remains after failed fulfillment, it remains yours and we release it without deducting its included cost from your full refund.

Where technically practical, we register the domain after final customer approval and our internal review, before deployment to the agreed domain. Domain authorization must precede purchase. Availability is not reserved while a preview is prepared; any replacement domain requires your approval.

One available, nonpremium .com domain is included for registration and renewal charges up to $15 per registration year, including mandatory registrar or registry fees and tax. Premium domains, aftermarket purchases, brokerage, redemption, and other extensions are excluded. If the selected domain exceeds the limit, we will offer an eligible alternative or obtain express approval of the separately stated excess charge before purchasing. If a renewal exceeds the limit, we will notify you and request a decision with enough time to renew or transfer; we will not impose an undisclosed charge or silently let the domain expire. If our notice is too late to offer a practical choice, we will cover that renewal's excess rather than cause an avoidable expiration.

We cover an eligible renewal that falls due while your paid service remains active, including a paid period in which cancellation is pending. After service ends, you are responsible for future registration charges. An annual registration already paid for does not disappear when monthly hosting ends. We will not change you out as registrant, keep your domain as security, or withhold transfer assistance because of subscription debts.

We will reasonably verify transfer instructions, provide available authorization information securely, and cooperate promptly with the registrar. Transfers may be restricted by initial-registration, recent-transfer, or registrant-change locks, a dispute, or a court order. These restrictions do not authorize us to take ownership. Where available, an internal account transfer or DNS change may allow you to use another host while an inter-registrar lock remains. Registrar and registry charges outside the included benefit must be disclosed separately. Document 03 supplies the detailed authorization and exit procedure.

9. Hosting, maintenance, and availability

We will use reasonable care to host and maintain the website. Maintenance, security incidents, network failures, domain issues, and provider outages can interrupt availability. No numerical uptime service-level agreement, uninterrupted operation, or particular search-engine result is promised. We may change infrastructure providers if we preserve the agreed service and address material privacy changes as required. We do not excuse our own failure to provide the purchased service merely by identifying a subcontractor.

Keep copies of your original materials. We do not promise any particular backup schedule or recovery point unless separately agreed. We will use reasonable efforts to restore affected hosted content. Material changes to your business claims, offers, forms, or tracking require your approval before publication; routine security and technical fixes that do not materially change approved content may be applied without renewed content approval.

10. Ownership, licenses, and export

You retain ownership of content you supplied to the extent you own it, and the rights you hold in licensed content. You grant us a nonexclusive license to copy, format, adapt, host, display, and transmit it, and to authorize service providers to do so, only as needed to create, operate, support, and export your website. This license does not authorize unrelated advertising, portfolio use. Provider processing must match the disclosed arrangements and applicable permissions.

We retain ownership of our preexisting and reusable templates, layout systems, tools, and other intellectual property. We grant you a continuing, nonexclusive license to use, edit, and host the delivered static website for your business, including after your subscription ends. This includes the template and code elements incorporated into your delivered website; it does not transfer ownership of our broader template library, source repositories, build tools, or business systems. Your rights in your own materials remain yours. Third-party assets remain subject to their licenses; we identify any restrictions affecting transfer or reuse.

On request during service or within 90 calendar days after service ends, we will provide your complete static website export within 10 business days, without an export fee. The export includes the delivered website's HTML, CSS, JavaScript, and assets we are authorized to transfer, your supplied files still held by us, delivered customer-specific text, your business-data record, and a list of third-party assets with known license and transfer limits.

The export is the delivered static website, not Alden's broader template library, source repositories, build tools, or internal business systems. Third-party services, accounts, and nontransferable assets are not transferred by the export; any applicable asset restrictions will be identified. Hosting and external service arrangements after departure are your responsibility.

At the paid-through time, we may unpublish the site hosted by Alden. Your license to use the exported static website and your rights in your own materials survive. We keep export-eligible website files available for the 90-day request window and preserve material needed to fulfill a timely request until delivery, then delete or retain information under the Privacy Policy and applicable retention duties. This window is an export commitment, not a promise that all records or backups are erased on day 91.

11. Lawful use and infringement reports

Do not use the service for unlawful activity, fraud, malware, phishing, impersonation, infringement, discriminatory unlawful advertising, unauthorized disclosure of private information, or attempts to compromise services. You must not submit fake reviews, false licenses, fabricated insurance assertions, misleading project photos, or claims you cannot substantiate. We may refuse or remove unlawful or credibly disputed material while investigating. We will terminate repeat infringers in appropriate circumstances and accommodate applicable standard technical measures under copyright law.

Send copyright complaints to hello@aldensites.com, identifying the work, location of the allegedly infringing material, your contact information, and the basis for the claim. Where the statutory DMCA process applies, notices and counter-notices must satisfy its requirements. We will follow the applicable notice, counter-notice, and restoration process; a complaint is not a final determination of ownership.

12. Failed payment, suspension, and termination

If a renewal payment fails, we will notify you of the amount due, update-payment link, and intended suspension time. You have a grace period of 14 calendar days after the failed renewal payment before suspension for nonpayment; a retry does not restart it. Any access during that period is a temporary courtesy, not a new free trial. We will not stack new monthly charges after termination. We may retry the same authorized outstanding payment as disclosed in the payment notice, subject to law and processor rules. If you cancel during the grace period, we will stop future retries for that unpaid renewal, waive that renewal balance, and end the courtesy access. Reinstatement after termination requires a new disclosed schedule and consent, with no hidden back-billing.

We may immediately restrict content or service when reasonably necessary to address an urgent security threat, apparent illegality, binding legal process, or serious harm. For other material breaches, we will describe the problem and allow 10 calendar days to cure when reasonably curable. Suspension does not prevent cancellation, account-history access, or lawful domain release. If we discontinue the service for our convenience, we will provide reasonable advance notice and refund prepaid fees for the service period we do not provide. Ordinary customer cancellation remains subject to Section 6. Legal obligations and liability for earlier breaches survive termination.

13. Privacy and confidential materials

The Privacy Policy describes account, payment, registration, operational, and website-related data. Customer-site visitors are not automatically Alden subscription customers. You are responsible for lawful visitor-facing disclosures for your own business. Our website includes a contact form for inquiries and callback requests. For customer websites, if you request forms, analytics, advertising tags, or other visitor-data features, we must identify their processing and applicable contracts before enabling them. We will use reasonable care with nonpublic business materials and disclose them only for authorized service delivery, legal obligations, or your instructions. Do not upload payment-card numbers, health records, government identification, or other sensitive records into ordinary website-content fields.

14. Service disclaimers

TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR EXPRESS PROMISES IN THIS AGREEMENT, THE SERVICE IS PROVIDED AS AVAILABLE WITHOUT IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGING RESULTS. WE DO NOT GUARANTEE LEADS, REVENUE, SEARCH RANKINGS, UNIVERSAL ACCESSIBILITY COMPLIANCE, OR THAT WEBSITE CONTENT WILL BE ERROR-FREE. THESE DISCLAIMERS DO NOT CANCEL OUR EXPRESS DELIVERY, REFUND, DOMAIN, OR EXPORT OBLIGATIONS, OR ANY RIGHT THAT CANNOT LAWFULLY BE WAIVED.

15. Limitations of liability

TO THE EXTENT PERMITTED BY LAW, ALDEN'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT INCLUDING ORDINARY NEGLIGENCE, OR OTHERWISE, WILL NOT EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE FOR THE AFFECTED ACCOUNT DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, WITH A MINIMUM CAP OF $69. FUTURE UNEARNED MONTHS ARE NOT PAYABLE FOR THIS CALCULATION. RELATED CLAIMS DO NOT MULTIPLY THE CAP.

NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, TO THE EXTENT PERMITTED BY LAW. THESE

LIMITS DO NOT APPLY TO FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR LIABILITY THAT APPLICABLE LAW DOES NOT PERMIT TO BE LIMITED. ALDEN'S OBLIGATION TO RETURN MONEY EXPRESSLY REFUNDABLE UNDER THIS AGREEMENT AND TO RELEASE YOUR DOMAIN IS NOT REDUCED BY THE CAP. STATUTORY RIGHTS AND REMEDIES THAT CANNOT BE WAIVED ARE PRESERVED. DIRECT COSTS OF RESTORING DATA ARE NOT AUTOMATICALLY CLASSIFIED AS CONSEQUENTIAL DAMAGES BY THIS CLAUSE.

16. Third-party claims and indemnification

You will defend and indemnify Alden against a third-party claim to the extent caused by your supplied content infringing that party's rights, a materially false business fact you supplied or knowingly approved, or your unlawful use of the service. This does not cover a claim caused by Alden's independent misconduct, unauthorized modification, or an error in content prepared by Alden you neither supplied nor knowingly approved. Mere approval of a preview does not make you responsible for hidden code, undisclosed tracking, or a defect you could not reasonably review.

Alden must promptly notify you, reasonably cooperate at your expense, and allow you to control the defense with competent counsel. Delayed notice reduces your duty only to the extent it materially prejudices the defense. You may not agree to an admission, nonmonetary obligation, or uncompensated liability for Alden without its reasonable written consent. Alden may participate at its own expense. Your aggregate obligation under this section has the same monetary cap and misconduct exceptions as Section 15. The exclusion of consequential damages does not exclude covered third-party awards or reasonable defense costs, subject to that cap. Undisputed subscription amounts properly due are separate payment obligations.

17. Disputes, law, and venue

Florida law governs, without overriding mandatory law that protects either party. The parties will attempt in good faith to resolve a written complaint through the business contacts before filing suit, but this does not delay urgent relief, payment-provider disputes, small-claims rights, or a legal deadline. Unless mandatory law requires another forum, disputes may be brought in the state courts in Seminole County, Florida or the federal court having jurisdiction there, and the parties consent to those courts. Each party bears its own legal fees except as a statute, court order, or the indemnity in Section 16 requires. No mandatory arbitration, class-action waiver, jury waiver, or shortened limitations period is created here.

18. Changes, notices, and general provisions

We will give at least 30 days' advance written notice of material changes to the service terms. A price increase requires your affirmative acceptance before a higher charge; if you do not accept, we will not charge the increase and may end service at the end of the paid period after notice. If applicable law requires a differently timed or additional notice, we will provide it. No change operates retroactively or reauthorizes a cancelled subscription. You may cancel before a change takes effect.

Notices to Alden: Alden Sites, 244 Church Street, Lake Helen, Florida 32744, hello@aldensites.com. You may request a callback through the website contact form. We send account notices to your verified account email and make material billing information available in the dashboard. Keep that email current. Legal process must be served as applicable law requires. A business mailing address is not a promise that it is a staffed customer office.

Neither party may transfer this agreement in a manner that materially diminishes the other's rights. Alden may transfer it with a bona fide business transfer, subject to applicable privacy obligations and notice. Failure to enforce a term is not a waiver. If a provision is unenforceable, the remaining provisions continue to the extent lawful; a court may narrow the provision only as permitted by law. This agreement and the accepted order are the entire agreement for this plan. Neither party is the other's general agent; the domain agency is limited to Document 03.

19. Electronic acceptance and records

By selecting the unchecked agreement checkbox and submitting your order, you intend to sign electronically on behalf of the named Customer. The separate recurring-billing consent authorizes only the described charges. The domain authorization applies only when you request domain management. You may review, download, and keep each accepted document before submission. We record the accepted versions, presented disclosures, customer account and business, affirmative actions, timestamps, and relevant transaction and approval identifiers. We provide a retainable confirmation. A link to a page that later changes is not the only record of what you accepted.

You agree to conduct this transaction electronically, without waiving any right to decline future electronic transactions. If consumer electronic-record disclosure requirements apply, the separate disclosure and demonstrable-access process in Document 06 must be completed. Contact hello@aldensites.com to request a copy, update delivery information, or discuss paper delivery. Withdrawal of electronic-delivery consent is not itself a subscription cancellation or permission for another charge.