

Terms of Service

Effective Date: 6/17/2025

These Terms of Service ("Terms") govern your use of the website webyte.studio ("Site") and any services provided by WeByte Studio, LLC ("we", "us", or "our"). By accessing the Site or engaging our services, you agree to these Terms.

1. Services

We provide web design, development, branding, digital marketing, and related services as set forth in our Master Services Agreement and Statements of Work.

2. User Obligations

- **Accuracy:** You agree to provide current, complete, and accurate information in all forms.
- **Compliance:** You will comply with all laws and not use the Site for unlawful purposes.

3. Payments and Fees

- **Payment Terms:** Fees, payment schedules, and late fees are outlined in each Statement of Work. Invoices are due within thirty (30) days unless otherwise specified.
- **Payment Processing:** We use Stripe to process payments. You authorize Stripe to charge your payment method for amounts due.

4. Intellectual Property

- **Our Work:** Upon full payment, we assign to you all rights in the Deliverables, except our underlying tools and methodologies.
- **Your Content:** You grant us a license to use any materials you provide to deliver our services.

5. Confidentiality

Both parties agree to the confidentiality obligations set forth in our Master Services Agreement and any signed NDA.

6. Disclaimer of Warranties

Our services are provided "AS IS". We disclaim all warranties, express or implied, including merchantability and fitness for a particular purpose.

7. Limitation of Liability

To the maximum extent permitted by law, our liability is limited to the fees paid by you in the twelve (12) months preceding the claim. We are not liable for indirect or consequential damages.

8. Termination

Either party may terminate our engagement per the termination provisions in the Master Services Agreement. All outstanding fees become immediately due upon termination.

9. Governing Law and Dispute Resolution

These Terms are governed by Wisconsin law. Any dispute will be resolved as set forth in the Master Services Agreement (mediation/arbitration in Milwaukee, WI).

10. Miscellaneous

- **Entire Agreement:** These Terms, plus any SOWs or MSAs, constitute the entire agreement.
- **Amendment:** We may update these Terms by posting a new version on the Site at least 15 days before it takes effect.
- **Contact:** For questions, contact us at hello@webyte.studio.

By using our Site or services, you acknowledge that you have read and agree to these Terms of Service.