

Terms of Service

Effective Date: October 20, 2025

Website: www.acornbydesign.com, www.acornbydesign.net

Welcome to www.acornbydesign.com

Please read these Terms of Service ("Terms") carefully before using our website and services. By accessing or using this website, you agree to be bound by these Terms.

1. Acceptance of Terms

By using www.acornbydesign.com ("we," "our," or "us"), you agree to comply with and be legally bound by these Terms. If you do not agree, please do not use our website.

2. Services

We offer photography and design services, and any other features, tools, or content provided on our site.

3. User Responsibilities

You are responsible for maintaining the confidentiality of your account information if applicable.

You agree not to misuse our services or engage in fraudulent, unlawful, or harmful activities.

You will comply with all applicable federal, state, and local laws, including laws specific to Colorado Springs, CO.

4. Payment and Billing

All payments are due as specified during the purchase process. We accept cash, and payment must be completed before services are rendered.

5. Refund Policy

All sales are final except in cases where services are not rendered or are materially defective. We comply with applicable laws as it requires the issuance of refunds in limited circumstances.

6. Intellectual Property

All content, trademarks, logos, and other intellectual property on www.acornbydesign.com & www.acornbydesign.net are owned by us or our licensors. You agree not to reproduce, distribute, or create derivative works without our permission.

7. Limitation of Liability

To the maximum extent permitted by law, www.acornbydesign.com shall not be liable for any damages arising from your use of our website or services, including indirect, incidental, or consequential damages.

8. Indemnification

You agree to indemnify and hold harmless www.acornbydesign.com, its affiliates, employees, and partners from any claims, damages, or expenses arising from your violation of these Terms or misuse of our services.

9. Termination

We reserve the right to suspend or terminate your access to our website at our discretion, without notice, for violations of these Terms.

10. Governing Law

These Terms shall be governed by and construed under the laws of the State of Colorado, without regard to conflict of law principles.

11. Changes to Terms

We may update these Terms from time to time. Continued use of our website after changes signifies acceptance of those changes.

12. Website Use

Your use of our website is also governed by our [Privacy Policy Page](#), which explains how we collect, use, and protect your personal data.

13. Dispute Resolution

Any dispute arising under these Terms shall be resolved by binding arbitration in El Paso County, Colorado, under the rules of the Judicial Arbitrator Group. Each party shall bear its own costs and attorney fees.

14. Max Damages Disclaimer

To the fullest extent permitted by law, our liability shall not exceed the amount paid by you for the services. We provide our services 'as is' without any warranties, express or implied.

Contact Us

If you have questions about these Terms, contact us at:

Email: info@acornbydesign.com

Address: [Acorn By Design L.L.C., P.O.Box 38184, Colorado Springs, CO 80937]

Website: www.acornbydesign.com

