IDX Product Designer — Terms of Service

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At a glance

- **What this is:** the rules for businesses that subscribe to the hosted IDX Product Designer. The Service is offered only to businesses located and registered in the United States.
- **Plans:** Basic $59 a month, Plus $89 a month, Studio $255 a month (yearly: $590, $890, $2,550). Every plan starts with a 7-day free trial.
- **Billing:** through Square. Plan changes start right away and are pro-rated as account credit. No cash refunds when you cancel; the only refunds are in Sections 3.8 and 17.4.
- **Cancel any time.** The designer works to the end of the period you paid for. Seven days later your setups, photos and unordered designs are deleted.
- **We are only the host.** You and your customers own your designs. You are responsible for your own customers, your own privacy policy, your products and children's privacy (COPPA).
- **We do not monitor content.** We act on valid complaints, such as copyright (DMCA) notices.

1. Who we are and what these Terms cover

1.1 These Terms of Service ("Terms") are an agreement between you and **IDX Texas LLC**, doing business as TEAM IDX ("TEAM IDX," "we," "us"), PO Box 02, Flint, Texas 75762.

1.2 "You" or "Shop" means the business that signs up for the IDX Product Designer (the "Service"). If you sign up for a business, you confirm you can bind that business to these Terms.

1.3 United States businesses only. The Service is offered only to businesses located in a U.S. state and registered with that state's Secretary of State, with a U.S. billing address. The business owner may live outside the United States. We may ask for proof of registration and may close accounts that do not meet this rule. A Shop's own Customers may live anywhere; this rule is about the Shop.

1.4 The Service is a hosted product designer. Your Customers use it on your website to design custom products. It includes:

- the designer, which runs in your Customers' web browsers and is served from our server,
- our server, which stores and processes designs, photos, proofs and AI images, and
- the free IDX Designer Connector plugin you install on your WordPress / WooCommerce site.

1.5 "Customer" means a person who uses the designer on your site. "Content" means anything put into the Service by you or your Customers: designs, photos, text, logos, AI prompts, product setups and proof emails.

1.6 By ticking "I agree" on the sign-up page, or by using the Service, you accept these Terms, the Privacy Policy and the Data Processing Addendum ("DPA"). The DPA is part of these Terms.

2. Your account

2.1 Give us accurate business, contact and billing details, and keep them current.

2.2 Keep your license key secret. It connects your site to the Service. You are responsible for activity under your key.

2.3 Tell us right away at helpus@teamidx.com if you think your key was misused. We can issue a new one.

2.4 You must be at least 18 and acting for a business, not as a consumer.

3. Plans, free trial and billing

3.1 **Plans and prices.** Prices are in U.S. dollars, before sales tax.

Plan	Monthly	Yearly	Shops included	Extra shops	AI images included
Basic	$59	$590	1	one more shop, at $59 a month ($590 a year)	none
Plus	$89	$890	1	one more shop, at $89 a month ($890 a year)	120 a month
Studio	$255	$2,550	3	$79 a month ($790 a year) each	120 a month per shop

For 3 or more shops, choose Studio. Plus and Studio also include the 3D preview and shop branding (Section 9A). On yearly plans, AI images are still given month by month.

3.2 **Free trial.** Each plan starts with a **7-day free trial**, once per email address. A card is required. Nothing is charged during the trial. During the trial, AI images are limited to 20. We email you 2 days before the trial ends. If you cancel during the trial, you are never charged. If you do not cancel, the first payment is charged when the trial ends.

3.3 **Billing.** We bill in advance, monthly or yearly, through Square. Square processes your card under its own terms and privacy policy. We do not store card numbers.

3.4 **Plan changes.** You can change your plan or number of shops at any time in WooCommerce → Designer service. A change starts right away:

1. The unused part of your current period is credited.
2. The new plan's period starts that day, and the credit is applied to its price.
3. If the credit is larger than the new price (for example, after a downgrade), the rest stays as account credit for future payments.
4. During the free trial a plan change costs nothing, and the trial end date does not change.
5. You cannot move to a plan with fewer shops while more shops are connected than that plan allows.

3.5 **Extra AI images.** Plus and Studio shops can buy AI image packs: 50 images for $3, 150 for $9, 500 for $30. Packs are not available on Basic or during the trial. Bought images do not expire while your subscription is active. Included monthly images do not carry over.

3.6 **Sales tax.** We charge Texas sales tax only to Shops whose billing address is in Texas: 8.25% on 80% of the price (6.6% of the price), because Texas taxes this service as a data-processing service with a 20% exemption. We do not charge sales tax for other states. The tax is added to each charge.

3.7 **Failed payments.** If a payment fails:

1. We email you and retry the card 1, 3 and 5 days later.
2. You have a **7-day grace period** to fix it. The designer keeps working during the grace period.
3. If payment is still not made, the subscription ends as described in Section 17.
4. Your carts, checkout and past orders keep working. Orders already placed are not affected.

3.8 **No refunds.** Fees already paid are not refunded, in whole or in part, unless the law requires it or the Service fails completely. "Fails completely" means that, because of a fault on our side, none of your Customers can open the designer for 7 days in a row. Then you may cancel, and we refund the unused part of the period you paid for. Plan-change credit is account credit, not cash.

3.9 **Price changes.** We will email you at least **30** days before a price change. The new price applies from your next billing period after that notice. You can cancel before it starts.

4. Service level: best effort

4.1 The Service runs on a **single server** in the United States. There is **no failover** server.

4.2 We do our best to keep the Service running. We **do not guarantee uptime**, speed, or that the Service will be error-free.

4.3 The Service may be down for maintenance, updates, problems at our host, or other things we cannot control.

4.4 If the Service is down, your carts, checkout and past orders keep working, because they run on your own site. Customers cannot open the designer until the Service is back. Design files for orders placed during an outage are copied to your site when the Service is back (we retry every hour).

4.5 **Keep your own copies.** The design files for each order are copied to your own site automatically. Our storage is temporary; see the Privacy Policy for how long we keep things.

5. Who owns what

5.1 **Your Content.** You and your Customers own your Content. We do not claim ownership of designs, photos, logos or text.

5.2 **Our license to your Content.** You give us a limited, non-exclusive, worldwide, royalty-free license to host, store, copy, process, resize, render and display Content. We use it **only** to run the Service, make proofs and order files, keep the Service secure and follow the law. The license ends when the Content is deleted, except for copies in backups until they roll off.

5.3 **Our software.** We own the Service, the designer, our server software, and our names, logos and look. Except for open-source parts (Section 13), you get no rights in them beyond using the Service under these Terms.

5.4 **Your terms with Customers.** You are responsible for any terms you show your Customers about their Content.

5.5 **Feedback.** If you send us ideas or suggestions, we may use them without owing you anything.

6. Acceptable use

6.1 You and your Customers must not use the Service to create, upload or order Content that:

- **infringes** anyone's copyright, trademark, right of publicity or other rights,
- uses **another brand's logo, trademark or trade dress** without written permission,
- is **illegal**, or promotes illegal activity,
- is **hateful**, harassing or threatening toward a person or group,
- is sexual content involving minors, or exploits minors in any way,
- contains malware, or
- shares someone's private information without their permission.

6.2 You must not:

- try to break, overload, scan or reverse-engineer our server,
- get around usage limits, content filters or access controls,
- resell or sublicense the Service without our written permission, or
- use the Service to build a competing service.

6.3 You must show your Customers rules at least as strict as this Section 6.

7. We are a host; removing Content and suspending accounts

7.1 **We are only a host.** We provide the designer and store Content for you. We do not monitor, review or approve the Content that you or your Customers create, and we have no duty to. Each Shop is responsible for its own Customers, Content, products and legal compliance.

7.2 We may remove or block Content that we believe breaks these Terms or the law, or that puts the Service at risk, for example after a valid complaint. Our right to remove Content is not a promise that we will.

7.3 We may suspend your account or turn off the designer if you or your Customers break these Terms, if the law or a court order requires it, or if your use threatens the Service, other Shops or the public.

7.4 We will tell you when we can and give you a chance to fix the problem, unless the risk is urgent or the law prevents notice.

8. Copyright complaints (DMCA)

8.1 We respect copyright. If you believe Content in the Service infringes your copyright, send a notice to our designated agent:

Antonio Griffey, Designated Copyright Agent IDX Texas LLC (TEAM IDX), PO Box 02, Flint, Texas 75762 Email: **helpus@teamidx.com**

8.2 **What to include in a notice:**

1. Your physical or electronic signature.
2. The copyrighted work you say is infringed.
3. The Content you want removed, with enough detail for us to find it (for example, the Shop's website and an order number or proof link).
4. Your name, address, phone number and email.
5. A statement that you believe in good faith the use is not authorized by the owner, its agent or the law.
6. A statement, under penalty of perjury, that your notice is accurate and that you are the owner or allowed to act for the owner.

8.3 **What we do:** we remove or disable the Content promptly and tell the Shop.

8.4 **Counter-notice.** If your Content was removed and you believe it was a mistake, send a counter-notice to the same agent with: your signature; the Content removed and where it was; a statement, under penalty of perjury, that you believe it was removed by mistake or misidentification; and your name, address and phone number, with consent to the jurisdiction of the federal court for your address and agreement to accept service from the person who sent the notice. We may restore the Content in 10 to 14 business days unless the complainant tells us they filed a lawsuit.

8.5 **Repeat infringers.** We will end the accounts of Shops that repeatedly infringe, when appropriate.

8.6 Because our storage is short-term, removed Content may already be deleted under our retention schedule.

9. AI image features (Plus and Studio)

9.1 **How it works.** On Plus and Studio, Customers can ask the designer to create an image from a description (a "prompt"). The image is made by **xAI**, a third-party AI provider in the United States. The prompt is sent to xAI to make the image.

9.2 **No guarantee of uniqueness.** AI images may look like other images, including images made for other people. We do not promise an AI image is unique, original or free of others' rights.

9.3 **The person who writes a prompt is responsible for it.** Prompts must follow Section 6. Do not ask for other brands' logos, real people's likenesses without permission, or copyrighted characters.

9.4 **Content filters.** We block prompts that ask for other brands' logos and other disallowed content before they reach xAI, and xAI uses its own filters. Filters can block harmless prompts and can miss some content.

9.5 **Check before you produce.** You and your Customer must review an AI image before ordering. You decide whether to produce it.

9.6 **Storage.** AI images are kept on our server for **24 hours** and then deleted, unless the Customer puts one into a design (then it follows the design's schedule in the Privacy Policy). We do not keep the words of a prompt.

9.7 **AI activity records. We keep a record of each AI image request for 120 days, then delete it automatically. The record shows which shop made the request, when, how many images were made, and what they cost us, with a one-way scrambled code (a "hash") of the prompt. It does not contain the words of the prompt or the images themselves. We use these records only to answer account and billing questions, to respond to payment disputes, and to detect misuse.**

9.8 **Turning AI and photo uploads off.** On each product's Designer tab you can switch off "Allow AI images" and "Allow photo uploads" for that product.

9.9 Who owns AI images. We use xAI through its business API, so xAI's Enterprise Terms apply, not its consumer terms for the Grok app. Under the Enterprise Terms, the customer owns both the prompt and the image, and xAI gives up its rights in the image. As between you and us, we claim no ownership of AI images: they belong to you and your Customers

like any other Content (Section 5.1), and we pass on whatever rights we receive from xAI. xAI says it does not train its models on these requests and deletes them within 30 days, unless the law or a suspected rule violation requires it to keep them longer. Two limits: owning an image does not cover anyone else's rights in it (Section 9.2), and images made entirely by AI may not be protected by copyright, so others may be free to copy them.

9A. Shop branding (Plus and Studio)

9A.1 On Plus and Studio you may show your own logo, two colors and a font in the designer and on proof pages. The Service may refuse color choices that would make text hard to read.

9A.2 A small "Powered by TEAM IDX" line stays in the designer. You may not hide or remove it.

9A.3 You confirm you have the right to use the logo you upload, and you give us the license in Section 5.2 to show it. On Basic, or after a move to Basic, the designer uses the TEAM IDX look.

10. Your responsibilities as a Shop

10.1 **Your own privacy policy.** You must post a privacy policy for your Customers. It must say that you use the designer and that TEAM IDX processes Content for you. The Privacy Policy includes a suggested clause.

10.2 **Lawful basis and notices.** You are responsible for having a lawful reason to collect your Customers' data and share it with us, including any notice or consent the law requires.

10.3 **Consumer law.** You are responsible for your sales to Customers: product claims, pricing, refunds, shipping, warranties and consumer protection law.

10.4 **Your products.** You decide what to make from a design. We do not make, ship or sell your products.

10.5 **Children's privacy (COPPA).**

- **(a) Your responsibility.** You are **solely responsible** for complying with the Children's Online Privacy Protection Act (COPPA) and any other children's privacy law for your products, your site and your Customers.

- **(b) What we know.** We do not know who your Customers are or their ages. We do not collect Customers' names or ages. We receive only what a Customer chooses to put in a design or a proof email.
- **(c) Under-13 users.** You must not knowingly let children under 13 upload personal information (such as photos, names or other identifying text) through the designer unless you first get verifiable parental consent as COPPA requires.
- **(d) Products for children.** On products aimed at children, you must switch off photo uploads and AI images (Section 9.8) unless you have a lawful way to get parental consent first.
- **(e) Deletion.** If you, a parent or anyone else tells us a child's personal information is in the Service, we will delete it on request (Section 10.7).
- **(f) Indemnity.** You will defend and indemnify TEAM IDX for claims arising from your failure to meet this Section 10.5 (Section 15).

10.6 **Rights in Content.** You confirm that you and your Customers have the rights needed for all Content put into the Service.

10.7 **Deletion requests.** We delete Content or personal data when you ask, or when a person asks and we can identify the data. Send requests to helpus@teamidx.com. We will confirm when it is done.

11. Data protection

11.1 Our Privacy Policy explains how we handle data.

11.2 For your Customers' data, you are the **controller** (you decide why it is used) and we are your **processor** (we handle it only for you). The DPA sets the rules.

11.3 For your own account and billing data, we are the controller.

12. Confidentiality

12.1 Each of us will keep the other's non-public business information confidential and use it only for this agreement.

12.2 This does not cover information that is public, already known, independently developed, or that must be disclosed by law (with notice where allowed).

13. Open-source components

13.1 **Connector plugin.** The IDX Designer Connector plugin you install on your site is licensed under the **GNU General Public License, version 2 or later (GPLv2+)**. Your rights in that plugin come from the GPL, and nothing in these Terms limits them.

13.2 **Third-party components.** The Service uses third-party open-source software and fonts under licenses such as MIT, Apache 2.0 and the SIL Open Font License. Their notices are listed at **https://hub.teamidx.com/legal/designer-credits.txt**.

13.3 These Terms cover the hosted Service, not your GPL rights. The designer code we send to browsers carries its GPL notice; the license and credits are at https://hub.teamidx.com/legal/.

14. Disclaimers

14.1 THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE."

14.2 TO THE FULLEST EXTENT THE LAW ALLOWS, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

14.3 We do not promise that the Service will be uninterrupted, secure or error-free; that AI images will be accurate, unique or free of others' rights; that previews will exactly match the finished product; or that Content will be kept beyond the periods in the Privacy Policy.

15. Indemnity

15.1 You will defend, indemnify and hold harmless TEAM IDX, its owners, employees and contractors from claims, losses, fines and reasonable legal fees arising from: (a) your Content or your Customers' Content; (b) your products, sales and dealings with Customers; (c) your breach of these Terms or the DPA; (d) your failure to meet privacy, consumer or children's privacy law, including COPPA; or (e) your violation of anyone's rights.

15.2 We will tell you promptly about a claim, let you control the defense, and cooperate at your cost. You may not settle a claim in a way that admits fault by us or binds us without our written permission.

16. Limitation of liability

16.1 TO THE FULLEST EXTENT THE LAW ALLOWS, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE, DATA OR GOODWILL.

16.2 OUR TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE IS LIMITED TO THE SUBSCRIPTION FEES YOU PAID US FOR THE SERVICE IN THE 12 MONTHS BEFORE THE EVENT THAT CAUSED THE CLAIM.

16.3 These limits do not apply to your payment duties, your indemnity duties, or liability that the law does not allow to be limited.

17. Cancellation and the end of a subscription

17.1 **Term.** These Terms start when you accept them and continue for each monthly or yearly period until the subscription ends.

17.2 **Cancelling. You can cancel at any time in WooCommerce → Designer service, or by emailing us. When you cancel:**

1. **Free trial. If you cancel during the 7-day free trial, you are never charged.**
2. **Paid plan. You are not charged again. We do not refund any part of a period you have already paid for.**
3. **The designer keeps working until the end of your trial or paid period. On that date the Customize button is removed from your product pages, and your products sell as ordinary WooCommerce products without customization. Orders placed before that date keep their design files.**
4. **Seven days after the end date, we permanently delete your product setups, uploaded photos, and any designs that were never ordered. We cannot recover them after that.**
5. **If you renew within those seven days, everything comes back as it was, using the same license key. If you renew later, you start with empty product setups.**
6. **A free trial is offered once per email address.**

17.3 We send an email confirming the cancellation with the exact dates. The same rules apply when a subscription ends because a payment could not be collected after the retries and grace period in Section 3.7.

17.4 We may end your account for any reason on 30 days' email notice, or shut down the Service for everyone on 90 days' email notice. We may end an account right away if you seriously break these Terms or the law requires it. If we end your account or shut down the Service when you have not broken these Terms, we give a partial refund for the unused time remaining in your current term, monthly or yearly, counted by days from the date the Service ends. Ending an account because you broke these Terms gives no refund, except under Section 3.8.

17.5 **What you keep.** Design files for each order are already copied to your own site, and your product setups stay in your own WordPress. We may keep account and billing records as long as tax and accounting law requires.

17.6 Sections that by their nature should survive (for example ownership, indemnity, liability limits, governing law and dispute resolution) survive the end of these Terms.

18. Changes to these Terms

18.1 We may update these Terms. We will email you and post the new version at least **30** days before a material change takes effect, unless the law or security needs it sooner.

18.2 If you keep using the Service after a change takes effect, you accept it. If you do not agree, cancel before it takes effect.

19. Governing law and disputes

19.1 These Terms are governed by the laws of the **State of Texas** and applicable U.S. federal law, without regard to conflict-of-law rules.

19.2 Courts. Disputes are decided by arbitration under Sections 19.3 to 19.9, unless you opt out under 19.9. The state and federal courts for Smith County, Texas are the only courts for anything a court is still allowed to decide under these Terms (small-claims cases, emergency orders, and enforcing an arbitration award), and each party agrees to that venue.

19.3 Talk first. Before starting arbitration, the party with a claim must email the other a short description of the claim and what it wants. Both sides will try in good faith to settle it for 30 days.

19.4 Binding arbitration. Any dispute arising from or related to these Terms or the Service that is not settled under 19.3 will be decided by final and binding arbitration, not in court. The American Arbitration Association (AAA) runs it under its Commercial Arbitration

Rules, with one arbitrator. The arbitration takes place in Smith County, Texas, or by video or written submissions if both sides agree. The Federal Arbitration Act governs this section. The arbitrator's award may be entered in any court that has jurisdiction.

19.5 Exceptions. Either party may (a) bring an individual claim in small-claims court if it qualifies, and (b) ask a court for an emergency order to stop misuse of its intellectual property, software or data, or a breach of security, while the arbitration goes on.

19.6 CLASS ACTION WAIVER. EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS OWN NAME, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT COMBINE MORE THAN ONE PARTY'S CLAIMS OR AWARD RELIEF TO ANYONE NOT A PARTY. If this waiver is found unenforceable for a claim, that claim goes to the Smith County courts under 19.2, and the rest of Section 19 still applies.

19.7 JURY WAIVER. TO THE EXTENT THE LAW ALLOWS, EACH PARTY GIVES UP THE RIGHT TO A JURY TRIAL FOR ANY DISPUTE RELATED TO THESE TERMS OR THE SERVICE.

19.8 Costs and time limit. If you start an arbitration, your share of the AAA fees is limited to the filing fee an individual consumer would pay under the AAA Consumer Arbitration Rules (currently about $225). We pay all other AAA administrative, case-management and arbitrator fees. If we start an arbitration, we pay all AAA fees. Each party pays its own lawyers unless the law or the arbitrator awards otherwise. A claim must be started within one year after it arose, unless the law requires a longer period.

19.9 Opting out. You may opt out of arbitration (Sections 19.4 and 19.5) by emailing helpus@teamidx.com within 30 days after you first accept these Terms, with your business name, the email on your account, and a clear statement that you opt out of arbitration. If you opt out, disputes go to the Smith County courts under 19.2, and the class action waiver (19.6) and jury waiver (19.7) still apply to the extent the law allows. Opting out does not change anything else in these Terms.

20. General

20.1 **Whole agreement.** These Terms, the Privacy Policy and the DPA are the whole agreement about the Service.

20.2 **Order of priority.** If they conflict on personal data, the DPA controls. Otherwise these Terms control.

20.3 **Assignment.** You may not transfer this agreement without our written permission. We may transfer it with our business.

20.4 **Severability, no waiver.** If any part is unenforceable, the rest stays in effect. Not enforcing a term is not a waiver.

20.5 **Force majeure.** Neither party is liable for delays caused by events beyond reasonable control, such as host outages, internet failures or natural disasters.

20.6 **Notices.** We send notices to your account email. You send notices to helpus@teamidx.com.

20.7 **Independent parties.** We are independent contractors, not partners or agents.

21. Contact

TEAM IDX (IDX Texas LLC), attention Tone Griffey PO Box 02, Flint, Texas 75762 Email: helpus@teamidx.com · Web: www.teamidx.com