

Terms & Conditions

Last updated: September 9, 2026

Acceptance of Terms

These Terms & Conditions (“Terms”) govern your access to and use of the services provided by Aivara Solutions LLC (“Aivara Solutions,” “we,” “us,” or “our”). By engaging our Services, accessing our website, or providing your information, you agree to be bound by these Terms. If you do not agree, do not use our Services.

Description of Services

Aivara Solutions provides services that may include website design and development, booking systems, automation services, SMS/email notifications, marketing and promotions, social media and content services, business consulting, client portals and dashboards, payment/booking notification systems, and property, travel, event, and hospitality-related digital services (collectively, the “Services”). The specific scope of any engagement will be described in a proposal, statement of work, or similar agreement.

Client Responsibilities

Clients are responsible for providing accurate information, timely feedback, required content and materials, and any necessary access or approvals. Clients are responsible for ensuring they have the rights to any materials they provide and for compliance with all laws applicable to their business and end customers.

Payment Terms

Fees, deposits, and payment schedules will be set out in the applicable proposal or invoice. Payments are due as specified, and late or unpaid amounts may result in suspension or termination of Services. Unless otherwise stated, fees are non-refundable once work has commenced.

Project Timelines and Scope

Estimated timelines are provided in good faith and may be affected by client responsiveness, change requests, and third-party dependencies. Work outside the agreed scope may require additional fees and revised timelines.

No Guarantee of Specific Marketing Results

We do not guarantee any specific marketing, advertising, ranking, traffic, revenue, or business results. Outcomes depend on many factors outside our control, including market conditions and third-party platforms.

Third-Party Platforms Disclaimer

Our Services may rely on or integrate with third-party platforms and providers (for example, hosting, payment processors, SMS/email providers, analytics, booking systems, and social media platforms). We are not responsible for the availability, performance, policies, or actions of these third parties, and your use of them may be subject to their own terms.

Third-Party Social Platform Integrations

Aivara may allow you to connect supported third-party social media accounts, including accounts on platforms such as YouTube, TikTok, Facebook, Instagram, and other supported services. By connecting an account, you represent and warrant that:

- You own the account or have proper authority to manage it.

- You authorize Aivara to interact with the connected service within the permissions you grant.
- You authorize Aivara to submit or publish content on your behalf when you intentionally use the Social Scheduler.
- You remain responsible for the legality, accuracy, ownership, licensing, and appropriateness of all content you upload or publish.
- Your use remains subject to the applicable third-party platform's terms, policies, community guidelines, advertising requirements, music/content rules, and other requirements.

Third-party platforms may impose rate limits, account restrictions, privacy limitations, content moderation, publishing limits, API outages, authorization expiration, and review or audit requirements. Aivara may temporarily disable an integration if required by a provider or for security or compliance reasons.

When a user connects YouTube through Aivara Social, the user authorizes Aivara to perform only the account connection, channel identification, upload, and publishing actions the user explicitly requests through the connected account. Use of YouTube through Aivara is also subject to the [YouTube Terms of Service](#).

Users retain ownership of the content they provide and grant Aivara only the authorization needed to carry out their requested publishing actions. Users are responsible for having all rights, licenses, permissions, and disclosures required to upload and publish that content. Users may disconnect a third-party integration, and third-party APIs may impose their own limits, availability rules, review requirements, and compliance obligations.

Aivara does not guarantee approval of content by a third-party platform, continuous availability of third-party APIs, successful publication where a platform rejects, delays, limits, moderates, removes, or blocks content, or continued availability of a specific integration if the provider changes or restricts its API. Your use of each connected platform is also governed by that platform's own terms and privacy policies.

Social Scheduler Authorization

When you schedule a post through Aivara, you are giving Aivara an instruction to attempt publication at the selected time. Aivara may transmit the content and settings you select to the applicable third-party platform. Publishing may be delayed or prevented by platform processing, moderation, API availability, authorization issues, or other third-party limitations.

Before scheduling, you should review your captions, media, privacy settings, commercial disclosures, publishing targets, and any other applicable settings. Aivara does not silently publish content that you have not intentionally scheduled or submitted through the Social Scheduler.

Website, Automation, Booking System, and Notification Service Limitations

Websites, automations, booking systems, and notification services are provided on an “as is” and “as available” basis. We do not warrant that they will be uninterrupted, error-free, or fully secure. Delivery of notifications (including SMS and email) depends on third-party carriers and providers and is not guaranteed.

Phone Number Submissions

You may choose to provide a phone number through our website contact and quote forms. We may use that number to respond to your inquiry or coordinate requested services.

Providing a phone number through a website form does not enroll you in SMS marketing or automated text messages, and it is not a condition of purchase.

If Aivara Solutions offers a text-message program in the future, the applicable opt-in, message program, and notice terms will be presented before enrollment.

Marketing Email Updates

We add a website inquiry to our marketing email audience only when the visitor separately selects the optional email-updates checkbox. Choosing not to receive updates does not affect an inquiry, quote request, or purchase.

Visitors who opt in may unsubscribe from marketing emails using the unsubscribe link in an email or by contacting us.

Intellectual Property

Unless otherwise agreed in writing, Aivara Solutions retains ownership of its pre-existing materials, tools, and processes. Upon full payment, clients receive the rights to the final deliverables as described in the applicable agreement. Clients retain ownership of materials they provide.

Confidentiality

Each party agrees to keep the other party's non-public information confidential and to use it only as necessary to perform under or benefit from the Services.

Limitation of Liability

To the maximum extent permitted by law, Aivara Solutions shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenues, data, or goodwill. Our total liability for any claim arising out of or relating to the Services shall not exceed the amount paid by the client for the Services giving rise to the claim.

Indemnification

You agree to indemnify and hold harmless Aivara Solutions and its personnel from any claims, damages, liabilities, and expenses arising from your use of the Services, your content or materials, or your violation of these Terms or applicable law.

Termination

Either party may terminate an engagement as set out in the applicable agreement. We may suspend or terminate Services for non-payment or breach of these Terms. Upon termination, you remain responsible for amounts owed for work performed.

Changes to Terms

We may update these Terms from time to time. Changes are effective when posted on this page, and your continued use of the Services constitutes acceptance of the updated Terms.

Governing Law

These Terms are governed by the laws of the State of Texas, United States, without regard to its conflict of laws principles. Any disputes shall be subject to the exclusive jurisdiction of the state and federal courts located in Texas.

Contact Us

If you have questions about these Terms, please contact us at kevin@aivarasolutions.com.