

Terms of Service

Flowmiga LLC (Wyoming)

These Terms of Service ("Terms") govern access to and use of the Launchmiga website, applications, and related services (collectively, the "Service") operated by Flowmiga LLC, a Wyoming limited liability company ("Flowmiga", "we", "us", or "our"). By creating an account, accessing, or using the Service, you agree to these Terms.

1. Agreement and eligibility

The Service is offered under the Launchmiga brand. If you use the Service on behalf of an organization, you represent that you have authority to bind that organization.

You must be at least 18 years old and able to form a binding contract.

2. The Service

Launchmiga is a template-first website and funnel builder. Features, plans, and limits may change. We do not guarantee specific business outcomes.

3. Accounts and security

You must provide accurate information and safeguard credentials. Notify us at legal@launchmiga.com if you suspect unauthorized access.

4. Plans, fees, and taxes

Paid features require fees shown at checkout or in billing. Subscriptions renew until cancelled in your account or as stated at checkout. You are responsible for applicable taxes and for keeping a valid payment method on file.

If payment fails, is reversed, charged back, or remains past due, we may suspend or limit access to the Service (including publishing) until amounts due are paid. We may terminate your account for continued non-payment after reasonable notice, except where applicable law requires otherwise.

Fees are generally non-refundable when access ends because of your breach, misuse, or non-payment, to the extent permitted by law. Statutory consumer rights in the EEA, UK, or other jurisdictions are not affected where they cannot be waived.

5. Acceptable use

You may not use the Service to violate law, infringe rights, distribute malware, send spam, or host illegal or deceptive content.

6. Your sites and legal pages

You are responsible for content on your sites and for legally required notices (privacy, terms, cookies). Template links are not legal advice.

7. Visitor and lead data

For form submissions on your sites, you are typically the data controller; Flowmiga processes data as processor on your instructions. See our Privacy Policy.

8. Your data, retention, and security

You are responsible for the content you upload and for maintaining your own backups and exports. We do not guarantee that any data, sites, or configurations will be preserved, recoverable, or restorable.

Except where applicable law requires otherwise, we are not obligated to retain, archive, back up, or restore your data or account. We may delete or restrict access to data after suspension, termination, or prolonged inactivity, with or without prior notice where permitted by law.

You use the Service at your own risk. To the maximum extent permitted by law, Flowmiga is not responsible or liable for loss, corruption, unauthorized access, disclosure, or breach of your data, whether caused by us, you, third parties, or events outside our reasonable control. Nothing in these Terms limits liability that cannot be limited under mandatory law (including certain consumer or data protection rights in the EEA or UK).

9. Intellectual property

We own the Service and grant you a limited license to use it. You retain rights in your content and grant us a license to host it to operate the Service.

10. Third-party services

The Service uses third-party providers (e.g. cloud hosting, CDN, payments). Their terms may apply when you enable integrations.

11. Disclaimer of warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED.

12. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FLOWMIGA WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE, DATA, OR GOODWILL.

OUR TOTAL LIABILITY IS LIMITED TO THE GREATER OF (A) AMOUNTS YOU PAID IN THE TWELVE (12) MONTHS BEFORE THE CLAIM, OR (B) USD \$100.

13. Indemnification

You will indemnify Flowmiga against claims arising from your content, sites, misuse, or violation of law or third-party rights.

14. Suspension and termination

We may suspend, limit, or terminate your account or access to the Service at any time if we reasonably believe you have breached these Terms, misused the Service, failed to pay amounts due, posed a security or legal risk, or if we must do so to comply with law or protect the Service, other users, or third parties.

For serious abuse, fraud, or security threats we may act immediately without prior notice. For other breaches (including non-payment), we may give you a reasonable opportunity to cure before termination, except where cure is not practical or not required by law.

Suspension or termination does not oblige us to restore, reset, or reinstate your account, sites, or data. Published sites may go offline when access ends. You remain responsible for fees accrued before termination.

You may stop using the Service and cancel subscriptions as described in billing. Provisions that by nature should survive (including fees owed, intellectual property, disclaimers, liability limits, indemnity, and this section) survive termination.

15. Changes

We may update these Terms with notice for material changes.

16. Governing law

These Terms are governed by the laws of the State of Wyoming, United States, without regard to conflict-of-law rules.

Exclusive jurisdiction and venue lie in courts in Wyoming, except where prohibited.

If you are a consumer in the EEA or UK, mandatory consumer and data protection rights that cannot be waived still apply.

17. Contact

Flowmiga LLC, Registered office address (Wyoming) - to be completed. Email: legal@launchmiga.com.
Website: <https://launchmiga.com>.