

WEBSITE TERMS AND CONDITIONS

Effective Date: January 1, 2017

Website: www.flatrockproductions.com

Owner: Flat Rock Productions, LLC dba Flat Rock, dba Flat Rock Design Group

Business Address: Langley, WA 98260

1. Acceptance of Terms

These Website Terms and Conditions ("Terms") govern access to and use of the website operated by Flat Rock Productions, LLC ("Firm," "we," "us," or "our").

By accessing or using this website, you acknowledge that you have read and understood these Terms. Your use of the website is subject to these Terms and all applicable laws.

If you do not agree to these Terms, you must discontinue use of the website.

These Terms apply to website visitors, prospective clients, consultants, contractors, competitors, researchers, technology providers, and other persons accessing or using website content.

2. Ownership of Website Content and Building Designs

Unless expressly identified otherwise, all content displayed on or made available through this website is owned by the Firm, its licensors, or the applicable rights holders and is protected by applicable copyright, trademark, trade secret, and other intellectual property laws.

Protected content includes, without limitation:

- Architectural designs, concepts, compositions, and design expressions.
- Architectural plans, drawings, blueprints, elevations, sections, details, and specifications.
- Building designs, floor plans, spatial arrangements, and exterior and interior design compositions.
- Three-dimensional models, digital models, CAD files, BIM files, renderings, visualizations, sketches, and design studies.
- Project photographs, illustrations, diagrams, presentations, and portfolios.
- Website text, graphics, logos, branding, and other original materials.
- Unpublished, confidential, proprietary, or preliminary design materials made available through the website.

The Firm reserves all rights not expressly granted in writing.

Nothing on this website transfers ownership of any building design, drawing, model, image, or other intellectual property to a website visitor.

3. Copyright and Intellectual Property Rights

Original building design works and qualifying building design drawings may be protected under United States copyright law, including the Copyright Act, 17 U.S.C. § 102, and the Architectural Works Copyright Protection Act, as applicable.

To the extent owned by or licensed to the Firm, all rights in protected website content are expressly reserved.

No person may reproduce, distribute, publish, display, modify, adapt, create derivative works from, or commercially exploit protected content without the prior written authorization of the applicable rights holder, except to the extent such activity is expressly permitted by law.

The absence of a copyright notice, watermark, registration number, confidentiality label, or other ownership designation does not constitute permission to use protected content.

Nothing in these Terms asserts copyright over ideas, methods, standard building design features, or other material that is not legally protectable. The Firm's contractual restrictions apply to the extent enforceable under applicable law.

4. Prohibition on Unauthorized Use of Building Designs

Without the Firm's prior written permission, no visitor may use website content to:

1. Copy, trace, reproduce, replicate, or substantially reproduce any protected building design or drawing.
2. Develop, commission, construct, or facilitate a building or project using protected design materials beyond the scope of an express written license or agreement.
3. Create modified, adapted, or derivative versions of protected designs, drawings, renderings, models, or other works.
4. Incorporate protected materials into another building designer's, designer's, contractor's, developer's, or other third party's work product.
5. Remove, obscure, alter, or falsify copyright notices, attribution, watermarks, proprietary legends, or other rights-management information.
6. Sell, license, distribute, publish, sublicense, or otherwise commercially exploit protected materials.
7. Use website content to compete unfairly with the Firm or to misrepresent the origin, authorship, or ownership of any design.

Access to a project image, portfolio page, rendering, or drawing does not constitute a license to reproduce or implement the underlying design.

5. Prohibition on Artificial Intelligence (AI) and Machine Learning Use

5.1. Express Reservation and Prohibition

To the fullest extent permitted by applicable law, the Firm expressly prohibits any person or entity from using, authorizing, facilitating, or permitting the use of website content or protected building design materials in connection with artificial intelligence, generative AI, machine learning, automated design systems, or similar technologies without the Firm's prior express written authorization.

This prohibition applies regardless of whether the AI system is publicly accessible, privately operated, locally installed, commercially licensed, open-source, or operated by a third party.

5.2. Prohibited AI Activities

Without prior written authorization, prohibited activities include:

- a. Uploading, submitting, importing, transmitting, or otherwise providing building design drawings, designs, plans, renderings, photographs, models, specifications, or other protected content to an AI tool, chatbot, image generator, building design generator, or automated design platform.
- b. Using protected content as a prompt, reference image, input, example, template, conditioning material, or other source material for generating building design designs, images, models, drawings, plans, specifications, or other outputs.
- c. Using protected content to train, fine-tune, test, validate, evaluate, benchmark, or improve any AI model, machine learning system, neural network, dataset, or automated design tool.
- d. Scraping, crawling, harvesting, downloading, indexing, or extracting protected content for the purpose of AI training, machine learning, automated design, dataset creation, or similar computational use.
- e. Creating, commissioning, or facilitating AI-generated works that reproduce, imitate, substantially derive from, or are based upon protected building designs or other protected content.
- f. Using AI to reconstruct, infer, replicate, modify, or generate substantially similar versions of protected designs from website images, renderings, plans, descriptions, or other materials.
- g. Providing protected content to third parties, contractors, consultants, AI vendors, or service providers for any of the prohibited purposes described in this section.

h. Authorizing, assisting, or encouraging another person or entity to engage in any prohibited activity.

5.3. No Implied AI License

No content on this website is offered under an implied license for AI training, generative AI, machine learning, automated design generation, or dataset development.

No permission to use website content for these purposes may be inferred from public accessibility, search engine indexing, the availability of downloadable images, the absence of technical restrictions, or the absence of a watermark.

Any AI-related permission must be expressly granted in a written agreement signed by an authorized representative of the Firm and must identify the permitted content, purpose, scope, duration, and applicable restrictions.

5.4. AI-Generated Derivative Works

To the extent permitted by applicable law, visitors may not use AI tools to create or commercialize derivative works based on protected building design materials, or to generate designs that reproduce protected expressive elements of the Firm's work, without the required written authorization.

The Firm reserves all rights in its protected designs and any legally enforceable rights concerning unauthorized reproductions, adaptations, derivative works, or contractual violations.

This provision does not claim ownership over independently created works, unprotected ideas, standard building design features, or material that applicable law permits a person to use without authorization.

5.5. Technical and Automated Access Restrictions

Automated systems, bots, crawlers, scraping tools, and other programs may not access or collect website content for the prohibited purposes identified in these Terms.

The Firm reserves the right to employ reasonable technical measures to restrict unauthorized automated access, including access controls, rate limiting, watermarking, and other protective measures.

5.6. Client and Project-Specific Materials

Any building design materials furnished to a client, consultant, contractor, or other recipient remain subject to the applicable signed agreement, license, confidentiality obligation, and intellectual property restrictions.

A person's authorization to view, receive, review, or use a design for a specified project does not authorize the use of that design for AI training, AI-generated redesign, unrelated projects, or other purposes outside the applicable written agreement.

6. Limited Permission to View Website Content

Subject to compliance with these Terms, the Firm grants visitors a limited, revocable, nonexclusive, nontransferable permission to access and view publicly available website content for personal, informational, and noncommercial evaluation of the Firm's services.

This permission does not include any right to download, reproduce, distribute, adapt, train AI systems on, create derivative works from, or otherwise exploit protected content except as expressly authorized in writing or permitted by applicable law.

Ordinary web browsing and other legally permitted uses are not prohibited merely because they involve viewing protected content.

7. No Transfer of Client or Project Rights

These Terms do not replace or modify any separate signed building design services agreement, proposal, license, assignment, confidentiality agreement, or other written contract.

Ownership and permitted use of client-specific designs, commissioned works, instruments of service, construction documents, and project deliverables are governed by the applicable written agreement and applicable law.

Payment for building design services, receipt of drawings, possession of electronic files, or permission to construct a project does not by itself grant unrestricted rights to reproduce, reuse, modify, distribute, or submit the materials to AI systems.

Where these Terms conflict with an applicable signed agreement, the signed agreement controls to the extent of the conflict.

8. Confidentiality and Unpublished Designs

Certain materials displayed or provided through the website may be preliminary, unpublished, confidential, proprietary, or commercially sensitive.

Visitors must not circumvent access restrictions or use materials identified as confidential in violation of an applicable confidentiality obligation.

Nothing in this section creates a confidentiality obligation over information that is not otherwise confidential or subject to a legally enforceable duty.

Visitors seeking permission to review confidential or unpublished materials should contact the Firm and obtain any required written agreement before access or use.

9. Third-Party Content and Trademarks

The website may include photographs, product images, consultant materials, client-owned content, manufacturer information, trademarks, or other content owned by third parties.

Such content remains subject to the rights of its respective owners. The Firm does not grant rights that it does not own or have authority to license.

Visitors are responsible for obtaining any permissions required for their intended use of third-party materials.

10. Website Accuracy and No Professional Engagement

Website content is provided for general informational and portfolio purposes only. It is not a substitute for project-specific building design, engineering, code-compliance, permitting, or other professional services.

Although the Firm endeavors to maintain accurate information, the website may contain errors, omissions, outdated materials, conceptual renderings, or preliminary designs that differ from completed projects.

Use of the website does not establish a building designer-client relationship or create an obligation to provide professional services.

No person should rely on website images or conceptual materials as construction documents, permit documents, engineering instructions, or confirmation of regulatory compliance.

A professional engagement is established only through the applicable written agreement and any other legally required formalities.

11. Disclaimer of Warranties

To the fullest extent permitted by applicable law, the website and its content are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, express or implied.

The Firm does not warrant that the website will be uninterrupted, error-free, secure, or free from harmful components, or that all information will remain current or complete.

Nothing in these Terms excludes a warranty or right that cannot lawfully be excluded under applicable law.

12. Limitation of Liability

To the fullest extent permitted by applicable law, the Firm shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from or relating to website access, use, inability to use the website, or reliance on website content.

This limitation applies only to the extent permitted by law and does not exclude liability that cannot lawfully be limited or excluded.

Nothing in this section limits any rights or remedies that the Firm may have under applicable intellectual property law or an enforceable written agreement.

13. Remedies for Unauthorized Use

Unauthorized use of protected content or violation of the AI restrictions may constitute a breach of these Terms, infringement of intellectual property rights, or another actionable violation, depending on the circumstances and applicable law.

To the extent legally available, the Firm reserves the right to pursue appropriate remedies, including:

- a. Demanding that unauthorized use cease immediately.
- b. Seeking removal, disabling, or cessation of access to unauthorized copies or uses.
- c. Seeking injunctive or other equitable relief where legally available.
- d. Seeking recovery of actual damages, legally available profits, statutory damages, attorney fees, costs, or other relief when authorized by applicable law.
- e. Pursuing contractual remedies for breach of these Terms where an enforceable agreement exists.
- f. Reporting suspected violations to relevant platforms, hosting providers, service providers, or other appropriate parties, subject to applicable law.

The availability of a particular remedy depends on the facts, the applicable law, ownership and registration requirements where relevant, and the enforceability of the applicable contractual restrictions.

Nothing in these Terms creates an automatic right to statutory damages, attorney fees, or injunctive relief where the law does not provide such a right.

14. Indemnification

To the extent permitted by applicable law, a visitor who uses the website in connection with a commercial activity agrees to be responsible for third-party claims, losses, liabilities, and reasonable expenses arising directly from that visitor's unlawful conduct or material breach of these Terms.

This section does not require a visitor to indemnify the Firm for the Firm's own negligence, willful misconduct, or other liability to the extent such indemnification would be prohibited by law.

15. Privacy and Website Data

The Firm may collect and process information submitted through website contact forms, email links, or other website functions in accordance with its applicable Privacy Policy and governing law.

These Terms do not independently establish the Firm's data collection, retention, tracking, or disclosure practices. Visitors should review the website's Privacy Policy for additional information.

16. Suspension and Termination of Access

The Firm reserves the right to restrict or terminate access to the website where reasonably necessary to protect website security, prevent unauthorized access, address suspected violations, or comply with legal obligations.

Termination of website access does not extinguish rights or obligations that accrued before termination or provisions that by their nature survive termination.

17. Governing Law and Venue

These Terms are governed by the laws of the State of Washington, without regard to conflict-of-law principles, except where federal law governs the applicable issue.

Subject to applicable jurisdictional requirements and mandatory law, any legal action arising from these Terms shall be brought in a state or federal court of competent jurisdiction located in **Island County, Washington or Seattle, WA**, and the parties submit to that court's jurisdiction to the extent legally permitted.

Nothing in this section prevents a party from seeking relief in another court where required by applicable law.

18. Severability

If any provision of these Terms is found invalid, unlawful, or unenforceable, that provision shall be enforced to the maximum extent legally permissible or severed as necessary. The remaining provisions shall remain in effect to the extent they can operate independently.

19. No Waiver

A failure or delay by the Firm to enforce any provision of these Terms does not constitute a waiver of that provision or any other right, except where a waiver is established under applicable law.

20. Changes to These Terms

The Firm may update these Terms from time to time. The revised Terms will be posted on the website with an updated effective date.

Changes apply prospectively to the extent required by law. A material change to contractual obligations will not be treated as retroactively binding on a visitor where applicable law requires additional notice or assent.

21. Contact and Permissions

Requests for written permission to reproduce, license, modify, distribute, or use building designs or other protected materials, including for AI-related purposes, must be submitted to:

Flat Rock Productions, LLC

Attn: Intellectual Property Permissions

Email: info@flatrockproductions.com

Mailing Address: PO Box 1087, Langley, WA 98260

A request for permission does not constitute approval. Permission is effective only when granted in a written agreement by an authorized representative of the applicable rights holder.

22. Entire Website Agreement

These Terms constitute the terms governing general access to and use of the website, subject to any separate applicable written agreements and mandatory legal requirements.

No provision of these Terms is intended to waive, diminish, or transfer any intellectual property right belonging to the Firm or another rights holder.

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