



# TERMS OF SERVICE

Effective 1/1/2024

## GENERAL TERMS

During the design process, it is expected that the client will work with Claydsgns to reach the results discussed.

In this regard, the client agrees that it is their own responsibility to provide Claydsgns with all the content required as outlined via email in order for Claydsgns to complete the project.

## FINANCIAL POLICY

You will receive a deposit invoice (50%) after submitting your inquiry form. Deposit payment is required upon commencement of the project. Final balance will be due upon completion of the project.

Deposit payment must be made within five (5) days from the date of invoice or invoice will be voided. In this case, the client must submit a new inquiry form. If final payment is not received within five (5) days after the due date, a late fee of 5% of the outstanding amount will be applied for each week the payment remains overdue.

Additional costs above and beyond the cost estimate and/or the client's specifications will be stated, and consent or dissent must be given by the client within a period of five (5) days upon receiving the quotation.

Funds are strictly non-transferable between different services. Each service requires its own dedicated funding. This policy ensures that resources are allocated and managed effectively to deliver optimal results for each individual service.

## **COPYRIGHTS, OWNERSHIP AND TRADEMARKS**

By supplying text, images and other data to Claydsgns for inclusion in the client's project, the client declares that they hold the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

By supplying images, text, or any other data to Claydsgns, the client grants Claydsgns permission to use this material freely in the pursuit of the design and to utilize the designs in Claydsgns' portfolio unless agreed otherwise.

Should Claydsgns, or the client supply an image, text, or any other file for use in a project found to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow Claydsgns to remove and/or replace the file.

The client agrees to fully indemnify and hold Claydsgns free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

Claydsgns may use any artwork/design for its own promotion and portfolio use

Copyright of all graphic design work is retained by Claydsgns including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled.

## **REVISIONS AND SUPPLY OF CONTENT**

Claydsgns agrees to provide up to three (3) rounds of revisions to the initial concepts at no additional charge. Following 3 revisions per project, an additional hourly fee will be charged. Claydsgns will advise you and seek your agreement before proceeding with any work that will incur additional charges. These revisions include minor adjustments such as color changes, font adjustments and layout modifications. Each round of revisions will be based on feedback provided by the client.

The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The client agrees that Claydsgns holds no responsibility for any amendments made by any third party, before or after a design is published.

Unless otherwise negotiated, or Claydsgns copywriting services are used, the client must supply text for their project in text file format using Google Docs, Google Drive, or Microsoft Word Docs at the start of the project as well as graphics (logos, images, etc.) to be used. Text should be as close as reasonably possible to the final format, with accuracy of content, spelling and grammar checked and little to no formatting (includes text from previous projects). Claydsgns assumes all written content adheres to copyright laws.

Images are also expected to be supplied before work begins. Images should be supplied in the highest resolution electronic format possible, i.e. logos/images in original Illustrator / Photoshop format, or hi-res JPEG files (300 dpi). Claydsgns assumes that all correct permissions have been sought and/or royalties paid for images used.

## **DESIGN PROJECT DURATION**

Any indication given by Claydsgns of a design project's duration is to be considered by the client to be an estimation. Claydsgns cannot be held responsible for any project overruns, whatever the cause. Estimated project duration should be deemed from the date that the deposit has been cleared and is received by Claydsgns.

## **RIGHTS OF REFUSAL**

Claydsgns will not include in its designs, any text, images or other data which it deems to be immoral, offensive, or illegal.

Any images and/or data that Claydsgns does include in all good faith, and then finds out that it contravenes these Terms of Service, the client is obliged to allow Claydsgns to remove the contravention without hindrance, or penalty.

Claydsgns is to be held in no way responsible for any such data being included.

## **CANCELLATION**

All cancellation requests are to be sent to [hello@claydsgns.com](mailto:hello@claydsgns.com)

If a client cancels or alters any order or part order at any time after Claydsgns has received the order, Claydsgns reserves the right to render additional costs.

## **TERMINATION CLAUSE**

Claydsgns reserves the right to terminate the project at any time for any of the reasons listed:

Client is not responding to emails sent by Claydsgns. (10-day timeframe)

Violation of Terms of Service by client

Client has not made their payments

Unprofessional behavior by client, including, but not limited to: Using vulgar language in communication with Claydsgns, intentionally providing content that is not owned by the client.

## **DISCLAIMER**

Claydsgns makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies.

Claydsgns will not be held responsible for any and all damages resulting from products and/or services it supplies.

While Claydsgns will take reasonable steps to investigate any unsatisfactory result and rectify issues where they can, they will accept no responsibility for any consequential loss after following a client brief.

The client agrees not to hold Claydsgns responsible for any such loss or damage.

Any claim against Claydsgns shall be limited to the relevant fee(s) paid by the client.

Claydsgns reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms of Services.

Claydsgns will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

## **REFUNDS**

Due to the nature of digital products, Claydsgns does not provide refunds for any services unless agreed upon. Once work has been initiated from our side and we have proof of execution, refunds for our graphic design services will not be permitted.