

## TERMS OF SERVICE

All services provided by With Regards Creative Studio are subject to the following terms and conditions.

### Terms of Service/Engagement

The following terms and conditions of service apply to all artwork, graphic design, print and services provided by With Regards Creative Studio (throughout this document will be referred to as WRCS). WRCS reserves the right to change these terms and conditions without notice.

### Confidentiality

The Designer hereby acknowledges he/she may be involved in or become aware of information that relates to the client on a personal level including information related to the client's past, future, present, customer names, marketing plans, project information, and financial documents. The Designer agrees to protect all the above information and keep any information obtained confidential. It is agreed that WRCS shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of the client or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of the client. However, the Designer will be permitted to display final work on their website or in promotional materials.

### Commencement of Project

A complementary 30-minute consultation is included in all new design projects. Agreement to work with, and submission of a design brief and payment of deposit to WRCS constitutes agreement to these terms and conditions. If for any reason there is any non-communication from the client or a change in circumstances occurs which results in the termination of the project, the client agrees to pay for any time spent on the project by WRCS – but not yet billed – in full. Timeframes will be mutually agreed upon during the initial design consultation. Any delays incurred by the client will cause a subsequent and equal delay in any agreed schedules and will impede WRCS ability to meet any deadlines previously agreed to at the beginning of the project. WRCS cannot be held responsible for any project over-runs, whatever the cause.

### Quotes/Estimates

Estimates will be honored for 30 (business) days. Estimates that have been provided to you in writing (email), but not accepted will only be honored within 30 (business) days of the initial date of receipt of the estimate.

### Deliverables

Fully paid for and approved designs will be delivered digitally in the following formats: (.jpg, .pdf, .png, and .psd) graphic formats.

### Resending Uploading Files

If a client loses or accidentally deletes the files delivered by WRCS at the completion of the project, WRCS can resend, for a fee of \$50 per request. Providing the request from the "Client" has been made within 90 days from the date of completion (this is not guaranteed, only if available).

### Deadlines

We will rely on you to keep the project flow going with your approvals and sign-offs, as well as getting us content for your website and/or any project in a timely manner—typically before any design can begin. Out of contact time and delays in approvals will directly affect the project schedule, necessitating our moving deadlines and milestones back accordingly, but note that payment milestones will remain as scheduled. By signing this document, you acknowledge your responsibilities in keeping the project on schedule. By the same token, in the unlikely event we miss one of our deadlines, the payment milestones will be adjusted accordingly. If the Client fails to deliver necessary content, resources, or feedback by the time WRCS deems crucial to any deadline, all deadlines and milestones (except payment milestones) will be adjusted accordingly. The Client's failure to meet timeline/milestone or content obligations for a period of 7 days or more will result in reallocation of WRCS resources and work on the project will be delayed or may cease. The customer agrees to supply WRCS with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

### Force Majeure

WRCS shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of WRCS. Including but not limited to illness, injury, or other events beyond WRCS's control, such as: fire, theft, computer failure, and Acts of God may result in a delay of unpredictable length. Also, in other words possibly war, natural disasters, government restrictions or transport delays, power outages, failure attributable to hosting suppliers, theft, vandalism, accidents of any kind or act of terrorism.

### Hours of Operation

This agreement assumes work will be completed within the standard work week of WRCS which is (Monday through Friday, 9 a.m. to 5 p.m.). WRCS is closed on all major holidays and the entire week of Christmas and New Years. The work outlined in this agreement will be turned around within a reasonable, non-rush schedule to be determined, where possible, and mutually agreed upon at the start of each project. We will use reasonable efforts to deliver the services in accordance with any agreed timeframes, but we do not guarantee any timing estimates and we will not be in breach of our obligations if we fail to meet any such timelines.

### Permissions

The client agrees to give access (usernames, passwords, and any other required permissions) to existing or future domain registration, hosting accounts, and affiliated service-providers as needed to accomplish the goals of the project until all due funds are cleared.

### Performance Liability

WRCS does not warrant that the functions supplied by any project, logos, websites, or design(s), consultation or advice, will be uninterrupted or error-free. The entire risk as to the quality and performance of the design(s) is with client. In no event will WRCS be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the reproduction of, or appearance of the logo, even if WRCS has been advised of the possibility of such damages.

### Concepts & Revisions

WRCS logo, print, and website designs will be submitted for your review via e-mail unless otherwise negotiated. In order to avoid errors, text changes, and corrections will not be taken over the telephone and must be provided electronically. The Client feedback will be required via e-mail on all design projects as follows:

- Logo: WRCS will create up to three different logo concepts for your business. After feedback WRCS will make any needed changes to your favorite of the three logo designs up to three rounds of revision which are included in quoted price. Further revisions will incur additional costs.
- Print: Print design includes but is not limited to flyers, brochures, posters, advertisements, newsletters, postcards and other marketing collateral. WRCS will create one print design concept for your project. Up to three rounds of revision are included in quoted price. Further revisions will incur additional costs.
- Website: WRCS will allow for one major revision. A major revision could include a complete redesign of one page (usually a homepage); or two to three minor revisions. A minor revision could include changes such as supplied text, small additions/changes not impacting main layout.

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

Once revisions are fully completed, approved, and finalized, the Client agrees that any additional changes of the final design will be liable to a separate charge. Any text with extensive changes must also be provided as marked up hard copy, indicating the revised text.

### Samples and Design Credits

The client agrees to WRCS placing a small credit on printed material, exhibition displays, advertisements and/or a link to WRCS's own website on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. By hiring WRCS to work with you on your project you are agreeing to this, and you understand that this credit may not be removed without WRCS's prior consent, or unless some other arrangement has been agreed to by both parties.

### Errors & Omissions

WRCS is not responsible for proofreading any designs. The Client is responsible to check proofs and other deliverables carefully for accuracy in all respects, ranging from spelling to technical illustrations. WRCS is not liable for errors or omissions. The Clients' signature or go-ahead e-mail is required on all projects prior to release for printing, digital publication, or other implementation.

### Print Returns & Refunds

It is agreed that WRCS is not responsible or held liable for any errors contained in the final product after the final product has been approved by the client, (approval may be given in writing), committed to print or posted in view of the public. WRCS will not be held responsible for any changes or amendment made after approval. It is the sole responsibility of the client to notify WRCS of any such errors before the final files have been generated.

In the event of a need to reprint due to errors in content, the client must inform WRCS within 3 days of product acceptance and must return the product (at the cost of the client) within 10 days of acceptance for assessment. As with all print projects, payment for re-printed project MUST be prepaid.

### **Technical Support**

We're not a website hosting company so we don't offer support for website hosting, email or other services related to hosting or third-party service providers.

### **Hosting Websites**

Web Hosting is not included in our design fees. WRCS offers a limited coordination of hosting services through a third party out-sourced website service provider. WRCS does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Fees due to third party hosting company are the responsibility of the client and WRCS are not liable for their payment, nor for the renewal of domain names, emails, and other products/service through said providers; which are the sole responsibility of the client and/or domain owner.

### **Domain Registration**

Domain is not included in our design fees. WRCS cannot guarantee the availability of any domain name. Where WRCS is to register a domain name on behalf of a client it will attempt to do so, but the client should not assume a successful registration.

### **Search Engine Submission**

Due to the infinite number of considerations that search engines use when determining a site's ranking, WRCS cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines.

### **Print (Color Variations)**

There are many factors that can make your image look different...brightness, calibration, type of mobile device, light from the environment, age/type of your monitor, as well as the kind of graphics card being used in your PC/laptop. Smartphones have high pixel density. So, you are viewing more pixels per inch than a normal computer screen which is why images & certain colors pop out and are more vivid. Since screen technologies (resolutions and configurations) are so much different, that's a snag that affect how color shows up on screen - we simply cannot solve completely. There will be no reprints at the expense of WRCS.

### **Browser Testing**

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

### **Copyrights and Trademarks**

By supplying text, images and other data to WRCS for inclusion in the client's brochure or other element, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. WRCS reserves the right to resell custom design and websites that remain unpaid by the original client. WRCS also reserve the right to resell unaccepted mock-ups or other graphics created by WRCS but not in legal use by the client. The customer agrees to fully indemnify and hold WRCS free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions. WRCS reserve the right to use stock images in the creation of designs if required. Costs of this will be outlined to the client prior to purchase if not included in the proposal quote.

### **Rights of Refusal**

WRCS will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. WRCS also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that WRCS does include in all good faith, and subsequently discovers is in breach to such Terms and Conditions, the customer is obliged to allow WRCS to remove the infringement without hindrance, or penalty. WRCS is to be held in no way responsible for any such data being included.

### **Design & Print**

WRCS designs are exclusive to the cost of all print work. Full payment for all print jobs will need to be paid in advance to submission to the printer or vendor.



*The fine print...*

### **Design Project Completion**

WRCS considers the design project complete upon receipt of the customer's signed Approval form or signoff email.

### **Cancellation**

Both parties understand that Client or Designer may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Designer. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of cancellation, Designer retains ownership of all copyrights and original work created. If a project is cancelled by WRCS, due to unforeseen circumstances, the deposit will be refunded in full to the client in a timely manner.

### **Acceptance of Terms of Service & Engagement**

By using WRCS and/ or engaging in business with WRCS and submitting the form below you are agreeing to all With Regards Creative Studio terms of service as written above.

By submitting a deposit payment, you consent to the terms of this design contract on behalf of yourself, and/or your organization or business.

Date:

Your Company:

Your Name:

Email:

Contact Number:

Do you accept our terms?    \_\_\_\_YES    \_\_\_\_NO