



Terms and Conditions

The following Terms and Conditions apply to all products and services provided by **Createch Services, LLC**. (hereinafter referred to as **Createch Services**) and in the event of any dispute are governed by the laws of Texas.

All work is carried out by **Createch Services** on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by **Createch Services** on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing to the client and after all costs have been settled.

If a choice of designs is presented to the client and one is chosen for your project, only that choice is deemed to be given by us as fulfilling the contract. All other designs remain the property of **Createch Services**, unless specifically agreed in writing.

Project Acceptance

At the time of proposal, **Createch Services** will provide the customer with a written estimate or quotation by email. These Terms and Conditions can be read at any time on the **Createch Services** website.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to **Createch Services**.

Alternatively, the client may send an email accepting the estimate or quotation which binds the client to accept our terms and conditions.

To prevent any confusion or misunderstanding, the **Createch Services, LLC**. Terms & Conditions are what govern the project, not any conditions listed on the customer's paperwork.

Design Charges

Charges for design services to be provided by **Createch Services** will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable payment of 50% of the quoted fee will become immediately due.

Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of 50% of the project quotation total before the work commences or is supplied to the Client for review. The remaining 50% of the project quotation total will be due upon completion of the work prior to delivery or release of products or materials.



Source Files

We will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.

Charges for design work do not cover the release of our copyright design source files, including but not restricted to .indd, .psd, .ai, .png, .fla or other source files or raw code; if the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge.

Charges for Other Services

Charges for any additional services requested during the project that are over and above the estimated time or out of scope, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

Payment

The customer will be provided with an Approval Form or Proof Email, and an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form or signify approval by email to **Createch Services**.

Any invoice queries must be submitted by email within 14 days of the invoice date.

Accounts which remain outstanding for 45 days after the date of final invoice, will incur late payment penalty charge of 10% on the outstanding amount from the date due until the date of payment.

Payments may be made by Cash, Personal or Business Check, Paypal (additional surcharges may apply), Money Order, Credit Card (Visa, Mastercard, Discover, American Express) or Debit Card.

Payments made by check must be previously agreed upon and may be subject to an administration charge. Checks should not be sent in regular mail unless sent by a traceable delivery service such as Priority Mail, FedEx or UPS. Payment by check will not be considered paid in full until the transfer of funds is complete.

Publication and/or release of work done by **Createch Services** on behalf of the client, may not take place before cleared funds have been received.

Returned checks will incur an additional fee of \$50 per returned check. **Createch Services** reserves the right to consider an account to be in default in the event of a returned check.

Default

An account shall be considered in default if it remains unpaid for 60 days from the date of the final invoice, or following a returned check. **Createch Services** shall be entitled to remove **Createch Services'** and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid money due for services, including, but not limited to, parts vendors, service vendors, hosting services, domain registrars, search engine optimization services, design and maintenance, sub-contractors, printers, photographers and libraries.



Removal of such materials does not relieve the customer of its obligation to pay the due amount.

Customers whose accounts become default agree to pay all **Createch Services**' reasonable legal and accounting expenses and third-party collection agency fees in the enforcement of the debt and these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to **Createch Services** for inclusion in the customer's website or other medium, the customer 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.

Any artwork, images, or text supplied and/or designed by **Createch Services** on behalf of the customer, will remain the property of **Createch Services** and/or its suppliers unless otherwise agreed in writing. A license for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The customer may request in writing from **Createch Services**, the necessary permission to use materials (for which **Createch Services** holds the copyright) in forms other than for which it was originally supplied, and **Createch Services** may, at its discretion, grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third-party material used in a web or digital project remains the property of the creator and any ongoing license fees or fees for upgrades are the responsibility of the client, not **Createch Services**.

By supplying images, text, or any other data to **Createch Services**, the customer grants **Createch Services** permission to use this material freely in the pursuit of the design.

Should **Createch Services**, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow **Createch Services** to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold **Createch Services** 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.

Alterations

The customer agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The customer also agrees that **Createch Services** holds no responsibility for any amendments made by any third party, before or after a design is published.

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Licensing

Any design, copyrighting, drawing, idea or code created for the customer by **Createch Services**, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of **Createch Services** and any of its relevant sub-contractors.

All design work—where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.

Createch Services will not be held responsible for any and all damages resulting from such claims.

Createch Services is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold **Createch Services** responsible for any such loss or damage.

Any claim against **Createch Services** shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to **Createch Services**' definition of acceptable means of supplying data to the company.

Text is to be supplied to **Createch Services** in electronic format as standard text (.txt), MS Word (.docx) or via e-mail / or Dropbox shared folder.

Images which are supplied in an electronic format are to be provided in a format as prescribed by **Createch Services** via e-mail / Dropbox. Images must be of a quality suitable for use without any subsequent image processing (72DPI for web-based projects and 300 DPI for print-based projects), and **Createch Services** will not be held responsible for any image quality which the client later deems to be unacceptable.

Createch Services cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, color correction and alteration of images.

Design Project Duration

Any indication given by **Createch Services** of a design project's duration is to be considered by the customer to be an estimation. **Createch Services** cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by **Createch Services** for the initial payment or by date confirmed in writing by **Createch Services**.



Rights of Access for Website Construction

The client agrees to allow **Createch Services** all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords.

The customer also agrees to allow **Createch Services** access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply **Createch Services** with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design Project Completion

Createch Services considers the design project complete upon receipt of the customer's signed approval form or sign off email. Other services such as printing, website uploading, technical services, publishing etc. contracted on the client's behalf constitute a separate project and will be treated as a separate charge.

Website design only

Createch Services requires that a overall site theme be approved by the client prior to the commencement of the actual coding for the website. Once the theme for the website is approved, coding will begin. Any changes to navigation items, colors, structure or content that require changes to the theme may incur additional charges.

Once the web design is complete, **Createch Services** will provide the customer with the opportunity to test and review the resulting work. **Createch Services** will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changing out images, alterations to the color scheme or any changes or additions to the navigation features. These minor changes can be communicated to **Createch Services** via email.

Createch Services will consider that the client has accepted the original draft, if no notification of changes is received in writing or by email from the client, by the conclusion of the 14-day review period.

Hosting websites

Createch Services offers setup of a client website with hosting service through an out-sourced vendor. **Createch Services** does not guarantee the vendors continuous service and will not accept liability for any loss of service, whatever the cause.

If prior hosting services exist, **Createch Services** may request that clients change the type of hosting account used if that account is deemed by **Createch Services** to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for

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any setup of new hosting services are at the expense of the client. **Createch Services** is not liable for any payment, nor for the renewal of domain names, which are the sole responsibility of the client/domain owner.

Domain Registration

Createch Services cannot guarantee the availability of any domain name. If **Createch Services** is to register a domain name on behalf of a client it will endeavor to do so, but the client should not assume a successful registration. To ensure success, best practice would be to have alternative website names ready should the first choice not be available.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, **Createch Services** 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. **Createch Services** recommend that customers use a professional SEO company and we are happy to provide recommendations of such companies but accept no responsibility for their services.

Design Credits

Createch Services requests its clients agree to allow the placing of a small credit on printed materials, exhibition displays, advertisements and/or a link to **Createch Services'** own website on the client's website. This will be accomplished by adding a small "printed by" or "produced by" and the **Createch Services** logo or by adding a line of text placed in the footer of the web page acknowledging **Createch Services** contribution to the creation of the website.

The customer also agrees to allow **Createch Services** to display links to client websites or to display images of other designed materials on **Createch Services'** own website for marketing purposes and to use these designs in its own publicity and design portfolio.

Rights of Refusal

Createch Services will not include in its designs, any text, images or other data which it deems to be discriminating, immoral, offensive, obscene or illegal. **Createch Services** also reserves the right to refuse to include submitted material without giving reason. In the event images and/or data that **Createch Services** does include content that breaches the Terms and Conditions, the customer is obliged to allow **Createch Services** to remove the content without hindrance, or penalty. **Createch Services** is not to be held in any way responsible for any such data being included or added at a later date by a third party.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, **Createch Services** will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of payment due must be paid

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within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by **Createch Services** within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Createch Services makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. **Createch Services** will not be held responsible for any and all damages resulting from products and/or services it supplies. **Createch Services** is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold **Createch Services** responsible for any such loss or damage. Any claim against **Createch Services** shall be limited to the relevant fee(s) paid by the customer.

Createch Services 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 and Conditions. **Createch Services** will not knowingly perform any actions to violate these and the client also agrees to be so bound.

Createch Services and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. **Createch Services** recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. **Createch Services** reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notification.

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by **Createch Services**, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at www.createchservices.net.

An estimate validated by the customer's signature on the estimate or quotation form, or by email, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and **Createch Services**.