

**DESIGN SERVICE TERMS & CONDITIONS**

*Last Updated: July 7, 2020*

**STANDARD DESIGN PROCESS**

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**STEP 1:** The client submits a new project request via email or the online contact form.

**STEP 2:** The client selects their desired quoting process—schedule a consultation for a fee (unless otherwise stated) or return a new project questionnaire via email for free.

**STEP 3:** The designer accepts or rejects the project based on the information provided:

- I. If accepted and the client submitted a new project questionnaire—they will receive a copy of the Design Service Terms & Conditions, a New Project Agreement, and a design service quote that will include a project overview with a breakdown of costs based on the services selected and information provided by the client.
- II. If accepted and the client requested a consultation—they will receive copies of the Design Service Terms & Conditions and Intellectual Property Notice, as well as an invoice for a non-refundable consultation fee. *The fee is due no later than 24 hours before the scheduled consultation to avoid cancellation or rescheduling.* After the meeting, the client will receive a New Project Agreement and a free design service quote or a design service proposal (for an additional fee). *Proposals will include a detailed project scope and timeline as well as a full cost breakdown based on the results of the consultation.*
- III. If the quote OR proposal is accepted by the client—an invoice will be issued and will be due in full within 72 hours for production to begin on the project. *The turnaround time on project production begins once the payment is submitted.*
- IV. If a project is rejected—the designer will provide reasoning to the client and suggest another designer or agency, if possible.

**STEP 4:** Production begins after the invoice is paid in full; the designer will communicate any questions, requests, and updates to the client via email as work is being produced.

**STEP 5:** The client is sent a draft of work completed to review by the agreed upon deadline.

**STEP 6:** The editing stage begins and the revision sessions/requests are administered. *This part of the process can extend the deadline.*

**STEP 7:** When all edits are approved by the client, the project will be finalized and packaged for delivery. Final files and available tracking information will be sent to the client via email or Google Drive after all remaining balances (*if any*) are paid in full.

**COMMUNICATIONS**

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Please allow anywhere between 1-3 business days to receive a response to all communications. For record-keeping purposes, primary communication between the designer and client will take place via email. If phone calls, video chats, or in-person meetings outside of consultations take place, the designer reserves the right to follow up all verbal communication with a written summary via email and the client is required to confirm receipt and to acknowledge and agree to the contents of the written summary.

## TURNAROUND TIMES

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Project turnaround times vary based on the current workload at the time of request. To best ensure that a project (*with the exclusion of big projects such as websites or branding*) can be completed without incurring additional expedition fees, it is advised that the request be submitted at least two weeks before the date that the project needs to be completed. If a request is submitted in less than 14 calendar days before the desired deadline, the client may be required to pay an expedition fee which is calculated based on **1)** how fast of a turnaround is required, **2)** the project's details, and **3)** the designer's availability. The expedition fee will be calculated and included in the quote and the client is required to agree to and pay this fee prior to any services being rendered. Alternatively, the designer may also propose a later completion date that will not require the payment of an expedition fee OR the designer will suggest alternative services (*if available*) to accommodate the time frame. The client must agree to either **1)** remit the expedition fee, **2)** accept the proposed extended deadline, or **3)** request an alternative service (*if available*) prior to any services being rendered. The turnaround time for printing and shipping is not included in the time set by the designer to complete the project. **Please note that the turnaround time quoted for a project begins on the date that the payment is made on the invoice and not the date that a request is received.**

## PROJECT PAYMENTS

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Payments for all services are due at the time of request. No work will be rendered prior to payment unless otherwise stated in the New Project Agreement. Payments are accepted primarily via invoice or through the website using the PayPal platform. Invoices must be paid in full within 72 hours of issuance unless otherwise stated in the New Project Agreement. Invoices that are not fulfilled within this time will be canceled and re-invoicing fees may apply. If another method or platform must be used to complete a transaction, the client is responsible for any fees that arise during the transfer of funds unless otherwise stated in the New Project Agreement. Cash and personal checks are not accepted forms of payment. Receipts will be issued via PayPal and can also be requested from the designer. The turnaround time for each project begins on the date in which the associated payment is made.

### **A) POST-PRODUCTION AND PARTIAL PAYMENTS:**

For all projects that are allowed post-production payments, a separate clause must be included in the New Project Agreement. The clause must define a guaranteed hourly rate, per project rate, overall project rate, or price range in which the final payout will fall. A non-refundable deposit may be required for a project with a value of \$500 or more. Upon completion of the project, the full or remaining balance for services rendered is due in full to NEKO Studios within 14 calendar days. Payments can be made via PayPal or wire transfer—*the client is responsible for all transfer fees*. After the 14-calendar-day grace period, the amount owed will begin to incur late fees:

- Late fee for payments made 1 day after the grace period (*i.e. on the 15th calendar day*) is \$25.
- Late fee for payments made 2 or more days after the grace period is \$5 for every additional day the payment is considered late beyond 11:59 p.m. (PST).

## **B) REFUNDS:**

Full refunds will only be issued if requested prior to the designer starting production on the project in question. Clients have 5 calendar days from the time of payment to cancel a project and after that time frame has passed, no refunds will be issued unless otherwise specified in the New Project Agreement. If production has already begun within the first 5 calendar days, a prorated amount will be refunded to the client based on how much work is rendered. The designer reserves the right to deny a full or prorated refund at their discretion.

Refunds will not be issued on completed projects. If a client is dissatisfied with the work produced, the designer will offer further guidance during the editing stage in attempt to deliver satisfactory results. Additional fees may apply as outlined in the revision policy.

- Refunds outside of the given time frame may only qualify to be issued if **1)** it has been specified in the New Project Agreement and **2)** a "kill fee" with a guaranteed amount or percentage to be paid/prorated has been defined in that agreement.

## **FILE TYPES**

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Clients may receive JPG, PNG and PDF files of custom design work. When applicable, the PNG file will feature a transparent background and EPS files may be available upon request. The client will not receive any files through which they can freely edit the designer's work. This includes original file formats for Photoshop, Illustrator, InDesign, etc. If any major edits are needed at any time following project completion, the client must return to the designer to have those changes made--*additional fees may apply*. The client only has rights to the final files sent over for the project. The designer retains ownership of any sample and/or draft files and these files may not be used or displayed by the client anywhere at any time unless purchased or otherwise stated in the New Project Agreement. Additional fees may apply for alternate versions of design work such as different color schemes, layouts, features, etc.

## **PRINTING & SHIPPING**

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Printing and shipping services are available through affiliated outsourced companies. The client is responsible for all printing and shipping costs associated with their project. They should expect to receive a separate invoice for any additional third-party fees. The time required for print production, processing, and shipping is not included in the design turnaround window but will follow subsequently and begin on the date your order is placed by the designer in accordance to the printers' daily cut off times.

### ***Printing & Shipping Service Disclaimer:***

NEKO Studios is not responsible for any technical difficulties, shipping delays, or other uncontrollable issues that may arise due to actions by the printers. Once uploaded and approved, full responsibility is transferred over to the 3rd party printing company and they will print, process, and ship the goods to the address provided to the designer by the client.

Refunds on print services will only be offered if a refund is approved and provided by the 3rd party company. NEKO Studios will not pay out any refunds on their behalf. No refunds will be issued on the completed design portion of the order under any circumstances.

## PROMOTIONS & DISCOUNTS

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All promotional pricing and flash sales will be conducted at NEKO Studios' discretion and the designer has the right to refuse promotional pricing at any time. Package discounts cannot be combined with any other sale, promotion, or discount.

## WEBSITE DESIGN & DEVELOPMENT

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The turnaround time for a website development project is at least 2 weeks from the date of payment depending on the website development package requested. Expedition may or may not be available and is dependent upon workload. The client is responsible for all costs associated with the purchase of the site from Wix. The designer is not responsible for maintaining or managing a client's website (*unless otherwise specified in the New Project Agreement*) upon the completion of the associated project nor is the designer responsible for correcting any changes to the site that are made by any other individual. However, the client may request website maintenance services as frequently as needed. **Tampering with a website while it is in production may result in additional fees or the cancellation of the project without refund.**

## BRANDING & MARKETING DISCLAIMER

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NEKO Studios in no way guarantees the success of any brand, business, or individual. The company solely assists with branding, marketing, and creative services. All marketing strategies, plans, ideas, and designs produced and/or offered by the designer and NEKO Studios during any consultation or meeting are considered intellectual property of the company and cannot be given to or shared with another individual, group, or company for production or reproduction.

## REVISION & EDITING PROCESS

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Please note--the nature of the revision and editing process may extend the project's deadline. Each service offered through NEKO Studios is allowed a specified number of free revision requests, email reviews or revision sessions. Individual revision requests are \$7 each. "Revisions" refer to changes in placement, font, size, elements, colors, layout, etc. Email draft reviews are \$50 each and include 5 revision requests per review. Revision sessions are \$100 each and include 7 revision requests per session. Any additional fees must be paid in full prior to the final files being sent.

The entire design concept or service type will not be considered a revision. It is imperative that the client provides the designer with clear instructions when starting a new project so that revision, inconvenience,

redesign, and service change fees are not accrued. If the client decides that they want something other than what was initially requested, they may be required to restart the design process by submitting a new project request or pay a redesign or service change fee. The designer and NEKO Studios reserve the right to retain ownership of all project accounts and files until the client has paid off any remaining balance in full.

## **PRODUCTION & MISSED DEADLINES**

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NEKO Studios arranges the production calendar based on each client's desired deadline at the time of request and payment. It is the client's sole responsibility to provide the designer with all requested information, pictures, verbiage, and any other content needed for production at the time of the designer's request to ensure completion by the requested date. If a client fails to provide the supporting content for their project within a timely fashion, it may result in a missed deadline, overall delay in production, and accrued expedition and/or inconvenience fees. NEKO Studios may not be able to immediately reallocate production time for the completion of a project that has missed its planned deadline if the earliest production window has either been reserved for another client's project or reserved otherwise. In this case, production on the project will be scheduled for the next available production window. Expedition options may be available for an additional fee.

## **SLEEPING PROJECTS**

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The "Sleeping Project" policy only applies if a client **1)** requests to place their project on hold for a rational reason and **2)** maintains communication with the designer while their project is on hold or "sleeping." The designer has sole discretion to determine which reasons are considered rational and can refuse to place a project on hold. After 90 days of no production on the project, a revive fee will be required to reopen and finish the incomplete project. After 120 days, sleeping projects will be closed out and applicable refunds will be issued. If the client wishes to awaken the project, they will be required to restart the design process by requesting and paying for a new project.

## **DEAD PROJECTS**

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The "Dead Project" policy applies if a client fails to maintain communication with the designer while their project is in production and incomplete. While the designer will typically initiate a follow-up email to clients who have not responded, high project volume may prevent such communication. It is not guaranteed or the responsibility of the designer to initiate communication with clients who have been unresponsive to previously sent correspondences.

After 45 days of no communication from a client with an open project, the project will be placed on hold and a revive fee will be charged to reopen and finish the incomplete project. After 90 days of no communication, dead projects will be closed out and no refunds of any kind will be issued. If the client wishes to revive a dead project, they will be required to restart the design process by requesting and paying for a new project.

## TYPES OF FEES

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Common fee types to cover most situations are defined below:

### **INCONVENIENCE FEE:**

Inconvenience fees may apply to projects that require unreasonable, continuous, and repetitive revisions or requests that inconvenience the designer and/or business and/or interfere with the regular flow and maintenance of business.

### **REVIVE & KILL FEE:**

The “revive fee” amount covers redefining the project details and reworking the production logistics of a project that is being reopened. It is calculated based on factors specific to the individual project.

The “kill fee” amount covers the amount of work rendered on a project by the time of the cancellation request. It is calculated based on factors specific to the project being canceled and will be subtracted from the overall refund amount.

### **REDESIGN & SERVICE CHANGE FEE:**

Design work is produced based on the instructions given by the client at the time of request. If there is a change of plans (*i.e. change of design requested, format requested, service type, etc.*) before the project goes into production, no fee will be charged. However, if the new request has a greater value than the prior request, the client is responsible for paying the difference prior to the project going into production. If the prior request has a greater value than the new request, the designer will be responsible for refunding the difference to the client prior to the project going into production.

If there is a change of plans while the project is in production, the client will incur a redesign, service change, inconvenience, and/or revision fee and the fee must be paid in full prior to the delivery of the final files. If the project has already been completed in full, the client will either incur a redesign, service change, inconvenience, or revision fee and/or will be required to request an entirely new project. The same and/or different fee(s) can be incurred multiple times within a single project. Any outstanding balance(s) resulting from in-production fees must be paid in full prior to the final files being delivered. The designer and NEKO Studios reserve the right to hold all accounts and files until the client has paid off their balance in full.

## **“WE ARE PROFESSIONALS” POLICY**

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NEKO Studios highly values providing superior service to every client and maintaining a positive space for creative ideas and services to flow—the same respect and professionalism is expected and required in return. Under no circumstance will a designer or our company engage in any type of confrontation or debate with a client. Any aggressive, disrespectful, intimidating, confrontational, or forceful behavior by a client will result in a temporary or permanent termination of communication and no refund will be offered for any services that have been paid for regardless of the project’s status.

## DISPUTES & LEGAL ACTION NOTICE

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If a client is unsatisfied with the final product that is delivered after going through the revision and editing process, the client has 7 calendar days to file a dispute. If no dispute is filed within the allowed time frame, the client consents that the work is satisfactory. If a dispute is filed within the allowed time frame, mediation and/or binding arbitration is required prior to disputes escalating to a higher authority. If the case is escalated to a higher authority, the client agrees to pay all the defendant's attorney's fees and associated costs once the action is commenced, regardless of the outcome.

If the designer and/or NEKO Studios must file a lawsuit to collect fees that a client agreed to but failed to pay; the client agrees to also pay all the plaintiff's attorney's fees and associated costs once the action has commenced, regardless of the outcome. By agreeing to these terms and conditions via paper, digital or verbal contract, all parties agree that the law of the state of Florida applies and that jurisdiction and venue are proper in the State of Florida, Hillsborough County.

## NOTICE OF RETAINED REUSE & RESELL RIGHTS

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NEKO Studios retains the right to reuse and resell creative designs, ideas, and artwork created for a profit with the exclusion of work our company deems to be essential or fundamental to the foundation of a client's brand or business (*i.e. logos, custom website designs, menus, package designs, CD/DVD designs, etc.*)

## ADDITIONAL NOTICES AND DISCLAIMERS

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NEKO Studios reserves the right to deny service to any client and retains the rights to display any work created at any time and on any platform such as for portfolio use and for business marketing purposes. The designer reserves the right to advertise by adding their logo, name, company name, website, social media handle(s) and/or email address to any piece of work that they create. These markings cannot be altered or removed by any users of the artwork under any circumstances unless otherwise stated in the New Project Agreement. The client may only recognize NEKO Studios as the sole creator of all original work produced by our company. The company is not responsible for any additional costs accrued by the client under any terms.

This TOS encompasses the standard design service agreement and company terms of service. Any changes or alterations must be in writing and signed by all involved parties. If either party fails to comply with any term, condition, or provision contained within any company contract or agreement, it is the complying party's right to subsequently enforce and compel strict compliance with every provision listed.