

TERMS & POLICIES

The terms and conditions listed below shall apply to all work performed by Integrity Designs on behalf of the Client. Integrity Designs reserves the right to refuse any work for any reason. Integrity Designs reserves the right to change any of these terms and conditions at any time. By using this website, you are fully accepting the terms, conditions and disclaimers contained in this notice.

Payment

Payment is accepted via cash, check or credit card (through PayPal). Full payment is due at the time of ordering on all projects under \$100.00. A deposit of 50% of the total estimate of the project is required before any and all work can begin on projects over \$100.00, with the remaining balance due upon completion of the work/project. All deposits are non-refundable. Payment in full will release completed project/design files for publication. There will be a \$35 reprocessing fee for any and all returned funds + plus any accrued bank fees.

Refunds & Discounts

Integrity Designs does not offer refunds. We can not recoup design time or design creative, therefore if at any point after all rounds of revisions are completed the full payment will become due.

Cancellation of Work

The Client, at their discretion, may terminate further work on a project. In such a case, all time spent on the project by Integrity Designs will immediately become due and payable in full. The initial deposit of 50% of the design fee will not be refunded.

Turnaround Time

Integrity Designs strives to meet realistic deadlines set and agreed upon through clear communication with the Client, but turnaround always varies from project to project. The amount of time the Client takes to review a proof prior to requesting a revision or approving final artwork can and will greatly affect turnaround time. Excessive review time will alter agreed upon deadlines. All Rush Jobs will incur an additional \$50.00. Rush Jobs constituted as jobs submitted and needed back within 24 hours.

Revisions

A revision is any change whatsoever to a concept or design once it is presented. Integrity Designs encourages the Client to deliver accurate feedback on a design (Feedback must be received within 3 days, from the presentation date of the concept or design). However, excessive review time will alter agreed upon deadlines. If Integrity Designs is unable to contact the Client and the Client does not contact Integrity Designs via e-mail within 3 days after a concept or revised layout has been presented, then the project will be canceled and subject to the conditions set forth in this document regarding canceled work. In this instance, the initial deposit of 50% will not be refunded. All revision requests must be submitted via e-mail. Although the client is welcome to request revisions over the phone, Integrity Designs cannot guarantee accuracy of revisions unless the Client requests them via e-mail.

Errors

Integrity Designs will not take responsibility for any copy or design errors committed and or lack of review on the part of the Client. The Client is encouraged to proofread ALL artwork carefully. In addition, Integrity Designs is not responsible for incorrect dates or misspelled words in files submitted by Client or jobs approved by Client upon design completion. Under no circumstances will a refund or reprint be honored for an error in files submitted by the Client. Once a job is APPROVED it is final. After customer approval of artwork, any changes or reprints will be at customer expense.

Liability

Integrity Designs will not be held responsible for any loss or damage sustained by the Client as a result of the use of materials created or supplied by Integrity Designs, including fonts, stock photos, or any material supplied by a third party. All works created by Integrity Designs will be considered approved for use by the Client prior to being released to the Client for use in any way. The maximum liability of Integrity Designs under any circumstances shall not exceed the paid amounts relating to any respective order.

Final Art

Acceptance of final artwork must be in writing via email and will represent the final stage of the work process. Any subsequent work requested by the Client in relation to the order will result in additional charges to the Client at the discretion of Integrity Designs. In this circumstance, the Client will be advised of any additional fees before the work is undertaken. By approving the final work in writing, the Client assumes all responsibility for the subsequent usage of the design.

File Transfer

When a project is completed per the Client's written approval via email and payment in full, Integrity Designs will transfer files to the Client in .JPG, .EPS, and/or .TIF formats, to the Client via electronic file transfer. Files on disc and or jump drives are available by request only and do require an additional charge of \$15.00.

Copyright

Any unique artwork generated by Integrity Designs for the Client belongs to the Client when payment in full is received. All work provided to the Client by Integrity Designs is believed to constitute original work, and is prepared in good faith that it does not infringe on the rights of any other party. However, Integrity Designs cannot provide an explicit or absolute guarantee that any specific works do not infringe upon existing third-party rights, whether inadvertently, by coincidence, or otherwise. The Client is hereby encouraged to further research, trademark or copyright the work through the legal process required in their location.

All preliminary work and materials produced by Integrity Designs for the purposes of developing any work for the Client remain the sole property of Integrity Designs, not including previously copyrighted materials supplied by the Client. Any unauthorized usage of copyrighted materials created by Integrity Designs will be actively pursued and prosecuted to the fullest extent of the law.

The Client unconditionally guarantees that any elements of text, photos, trademarks, or any other artwork furnished to Integrity Designs for inclusion in any design project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Integrity Designs and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

Copyright continued...

Integrity Designs may wish to use examples of developmental or final completed work prepared for the Client as a part of our future marketing materials. Integrity Designs may also wish to use relevant sections of correspondence attributed to the Client as reference or testimonial material. If the Client does not wish for examples of such design work, reference, or testimonials, to be used in said marketing materials, the Client must provide a written request for Integrity Designs to refrain from using the examples, references, and/or testimonials. Integrity Designs will acknowledge the Client's request and refrain from using the material. If the material has already been printed or presented on the internet in some form then Integrity Designs will not use the material in future marketing materials. Any materials already printed or presented will remain in use.

Website Copyright

All copyright, trademarks and all other intellectual property rights in the website and its content (including without limitation the website design, text, graphics and all software and source code connected with the website) are owned by or licensed to Integrity Designs or otherwise used by Integrity Designs with permission or as permitted by law. Content may not be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of Integrity Designs, excluding the downloading, copying and/or printing of pages of the website for personal, non-commercial home use only.

Right To Refuse

Integrity Designs reserves the right to use its sole discretion in refusing to create, design, promote or print anything it deems improper or known to be illegal. We are not liable for any damages resulting from unwitting violation of copyright laws or illegal use of trade names or slogans. The client guarantees the legal title of all matter submitted to Integrity Designs for printing and/or publication.

Accuracy Of Quotes

Quotations are based on the accuracy of the specifications provided. Integrity Designs can re-quote a job at the time of submission if the art does not conform to the information on which the original estimate was based. Orders placed with Integrity Designs are to the client knowledge correct, and there are no conditions or agreements relating to the order which are not written or accompanying said order.

Alterations And/Or Corrections

All projects will be given a specified number free revision rounds. Each additional revision round is after the specified number are (\$25.00) per revision, and must be agreed to by both parties before further work proceeds. Revisions are considered changes to the text/design submitted to Integrity Designs after the design process has began. All revisions or changes to a job should be submitted via email only.

By signing this document you verify that you have fully read and agree to all Terms and Policies set forth in this document.

Name

Date