

# Creative Services Terms and Conditions

## 1. Introduction

These Terms and Conditions govern the provision of creative services, including but not limited to design, branding, content creation, and related consulting services ("Services"). By engaging these Services, the customer ("Client") agrees to be bound by these Terms.

## 2. Scope of Services

- Services will be provided as outlined in the agreed proposal, quotation, or contract.
- Any additional work outside the agreed scope will require a separate agreement and may incur additional fees.
- The Service Provider reserves the right to refuse work that is unlawful, offensive, or violates intellectual property rights.

## 3. Client Responsibilities

- The Client must provide all necessary information, materials, and approvals required for the completion of the Services.
- Delays in providing required information may result in extended timelines, additional costs or cancellation of services.
- The Client is responsible for ensuring that any materials provided do not infringe on third-party rights.
- The Client is responsible for communicating any relevant information related to any creative services request.
- The Client is responsible for any timelines, deadlines as it relates to their project and/or service request.

## 4. Fees and Payment

- Fees for Services will be outlined in the proposal or invoice.
- A deposit may be required before work commences.
- Payment terms are expected on the invoice date unless otherwise agreed.
- Late payments may incur interest charges and suspension of Services until payment is received.

## 5. Revisions and Approvals

- The Client is not entitled to unlimited revisions. Minor revisions only must be requested within 3 business days of receipt of initial draft.
- Additional revisions beyond the agreed number will incur extra charges.
- Final approval by the Client constitutes acceptance of the work, after which no further changes will be made without additional fees.

## 6. Intellectual Property

- Upon full payment, the Client will receive rights to use the final deliverables/
- The Service Provider retains ownership of all preliminary designs, concepts, and unused materials.
- The Service Provider reserves the right to showcase completed work in portfolios, marketing, and promotional materials unless otherwise agreed in writing.

## 7. Confidentiality

- Both parties agree to keep confidential any proprietary or sensitive information shared during the course of the project.
- Confidentiality obligations remain in effect even after the termination of the agreement.

## 8. Timelines and Delivery

- Estimated timelines will be provided but are subject to change based on Client responsiveness and project complexity.
- The Service Provider is not liable for delays caused by factors outside of their control.

## 9. Termination

- Either party may terminate the agreement with written notice.
- The Client will be responsible for payment of all work completed.
- Deposits and fees are non-refundable unless otherwise agreed.

## 10. Limitation of Liability

- The Service Provider will not be liable for indirect, incidental, or consequential damages arising from the use of the Services.
- Liability is limited to the total amount paid by the Client for the Services.
- The Service Provider does not guarantee any specified result as it relates to our creative services and/or products.

## 11. Governing Law

- These Terms and Conditions shall be governed by and construed in accordance with the laws of the United States and Michigan respectively.

## 12. Amendments

- These Terms may be updated from time to time. Clients will be notified of any significant changes.
- Continued use of Services after changes constitutes acceptance of the updated Terms.

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**By engaging the Services, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.**