



Web graphic designed by you created by Pcreationz

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All Clients must read the terms laid out below. By booking a consultation with Pcreationz indicates that you agree with the follow terms displayed in this Term agreement and payment policy.

Thanks for reaching out about your project! Before we get started we need to go through a few important points.

By entering into a business relationship with Pcreationz, you consent to the following terms and conditions:

Consultations

All projects are subject to consultation. Consultations are held via phone for half an hour conversation to discuss details of your project. The fee for consultations is \$20 which will go towards your final payment total.

If consultation is longer than half an hour due to more than one project or otherwise, the \$20.00 fee will not be added to your final payment and will be considered cost for a full consultation.

Fee will be forfeited if:

- Fee is paid for a consultation and you're unable to be contacted at the time scheduled and not rescheduled within 2 weeks.
- Fee is paid, Consultation has been scheduled, completed, yet first payment has not been received to start project within 2 weeks from scheduled consultation.

Timeframe and Delivery

Studio working hours are Monday through Friday, 5:30pm – 9:30pm and Saturday from 9am-6pm Eastern Standard Time, excluding holidays.

1. Pcreationz makes all reasonable efforts to provide concepts and revisions to the Client within the timeframe agreed upon in initial consultations. If we are experiencing higher work volumes, your design will be scheduled for the earliest available design time slot, and you will be notified at the earliest possible time.

2. Pcreationz will provide a “Proof” design file via email or text message for Client review. The Client will provide feedback on the draft design and then approve or request slight adjustments. *(This includes rearrangement, color or additional Objects, additional objects are subject to a fee) Changing Fonts and or Objects is excluded unless Client gave special instructions on Order Form, however is available for an additional fee.*

3. Pcreationz will review feedback and update the design as needed. Pcreationz will continue the revision process within the specified terms to the Client’s satisfaction. Revisions will be submitted to the Client within the specified timeframe when possible.

4. Once the Client has approved the proof design, the Client will pay any balance owed to Pcreationz, and Pcreationz will deliver the final file(s) once completed.

All requested formats of the approved design will be sent via email for the Client to download. Pcreationz will not maintain an archive of Client files, so Clients must download and maintain their files.

Copyright / Trademarks

Pcreationz creates designs and makes every possible effort to ensure designs are original and clearly, legally distinct. If a design unintentionally infringes on existing trademarks, Pcreationz liability is limited to free revision of the design to make it legally distinct, or the provision of a paid new design, as negotiated with the Client.

The Client unconditionally guarantees that any design element – text or graphic – provided to Pcreationz for inclusion in the design does not violate any copyright or trademark laws. Pcreationz will not be held responsible for any legal action that may result from improper due diligence on the availability of a name, phrase or image. The Client will hold harmless and protect Pcreationz from any claim arising from the use of content furnished by the Client.

Pcreationz preserves the right to display designs in portfolios and on our website, unless exclusion is explicitly requested and agreed upon in writing with the Client.

Revisions and Author Alterations

Any and all revision requests, updates, corrections, additions, or variations after approval of proof MUST be furnished to Pcreationz in writing via email. Revisions may be discussed verbally; however, no work will be done until the Client submits their revisions in writing by email to pcreationz1@gmail.com

The Client understands that any and all revision requests, updates, corrections, additions or variations will incur an hourly billable or project charge. Design work is not done free of charge unless otherwise arranged with Pcreationz at the time of consultation.

Unless otherwise agreed, Pcreationz will complete TWO minor revision stages. Revision requests are to be made within 24 hours of receiving the proofs. If no revisions are requested within this time, it is assumed that the submitted proof is the accepted final project. Any revisions made after this point are subject to an additional fee at the hourly rate of \$20.00 with a 1 hour minimum.

The total project quote or rate provided by Pcreationz is based on a reasonable average or specified number of revisions per design item, and associated number of billable hours. On the occasion the Client requests drafts or revisions that go beyond the scope of the original quote or rate Pcreationz reserves the right to charge an additional hourly rate upon informing the Client that the request will acquire an additional cost.

Payment Policies

Design and development services involve significant specialization and expertise, therefore design projects should be regarded differently than a manufactured product. Pcreationz rates ensure appropriate compensation for the time and expertise of the graphic designer /creative director and project manager.

All quotations given are estimates only, unless otherwise negotiated and noted in writing on a Client contract. Assuming no additions have been made by the client over the course of the project, the final invoice will not exceed the quoted amount.

Deposits and payments

All projects are to be paid half before the start of the project and the remainder balance in full once Proof is approved. The delivery of the final design files will be delivered via email once final payment is received. All transactions of payment will receive receipt from Pcreationz via email

All work remains the property of Pcreationz until final payment is received. Client may not use or distribute any works until paid for in full.

Monthly Billings

Trusted clients requiring long term and ongoing design work may be placed on a monthly billing cycle upon request. Clients on monthly billing will be invoiced on or around the last Monday of each month. Clients

requesting a monthly billing arrangement are required to maintain current contact information and a valid credit card on file with Pcreationz.

Online Payments

Online payments are processed securely using bank-grade SSL encryption.

Payments may be made in a number of ways:

Apple Pay

PayPal

Bank Transfer (Zelle)

We also accept:

CashApp

Taxes

Clients will be charged in accordance with Ohio State Tax, this includes shipping and printing items.

Delinquent Invoices

All invoices are payable on receipt, net 7 days. After 30 days, a late payment charge equivalent to 2% of the outstanding balance is applied to all delinquent Client invoices, without exception. If the Client remains in default after 60 days, an additional 2% of the outstanding invoice balance is applied as a late payment charge.

If the Client remains in default after 60 days, we will issue a final warning by email before turning the account over to a third-party collections agency or appropriate legal authority.

If a Client's payment is charged back to us by way of credit card fraud or other crime, we will issue a final warning by email before turning the account over to a third-party collections agency or appropriate legal authority.

Clients are responsible for all late fees and costs incurred for reporting to collections. If collection efforts are unsuccessful, we will engage the Client in litigation to collect the debt, and all copyright will remain Pcreationz. The Client will forgo all rights to use Pcreationz designs in manner, and legal action will be taken to enforce this policy.

Abandoned Projects

A project shall be considered abandoned after 30 consecutive days have passed since the last communication received from the Client. In all abandoned projects, any payments made are non-refundable and are forfeit without option for reclamation. Any renewal of the project after termination will require a new consultation!