



TERMS OF SERVICE

Effective 1/1/2025

GENERAL TERMS

During the design process, it is expected that the client will work with Claydsgns to reach the results discussed.

In this regard, the client agrees that it is their own responsibility to provide Claydsgns with all the content required as outlined via email in order for Claydsgns to complete the project.

FINANCIAL POLICY

Payment in full is required upfront for all projects. Clients may submit payment directly through my website checkout; if payment is not made online, an invoice will be issued instead, and payment must be made within three (3) days from the date of the invoice. If payment is not received within this timeframe, the invoice will be voided and you will need to submit a new inquiry form to begin the process again.

If any additional costs arise beyond the original cost estimate and/or the client's specifications, they will be communicated in writing. Consent or dissent must be given by the client within three (3) days of receiving the updated quotation. Failure to respond within this period may delay the project timeline.

If a remaining balance or additional approved fees become due and are not paid within three (3) days of the due date, a late fee of 5% of the outstanding amount will be applied for each week the payment remains overdue.

COPYRIGHTS, OWNERSHIP AND TRADEMARKS

By supplying text, images and other data to Claydsgns for inclusion in the client's project, the client declares that they hold the appropriate copyright and/or trademark permissions.

Should Claydsgns, or the client supply an image, text, or any other file for use in a project found to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow Claydsgns to remove and/or replace the file.

The client agrees to fully indemnify and hold Claydsgns free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

Claydsgns retains the right to display the completed work in their personal portfolio and promotional materials.

Copyright of all graphic design work is retained by Claydsgns including drafts, concepts, ideas, proofs and illustrations (unless specifically released in writing) until AFTER all invoices have been settled.

Upon receipt of the final payment, the client will have full ownership of the complete card game design. Claydsgns retains no rights to print, reproduce, or sell the card game.

REVISIONS AND FEEDBACK

Claydsgns agrees to provide up to four (4) rounds of revisions to the initial concepts at no additional charge (depending on package chosen). Following 4 revisions per project, an additional hourly fee will be charged. Claydsgns will advise you and seek your agreement before proceeding with any work that will incur additional charges. These revisions include minor adjustments such as color changes, font adjustments and layout modifications. Each round of revisions will be based on feedback provided by the client.

The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

Client must provide consolidated feedback within two (2) business days of receiving design drafts to maintain the project timeline.

SUPPLY OF CONTENT

The client must supply text for their project in text file format using Google Docs, Google Drive, or Microsoft Word Docs at the start of the project as well as graphics (logos, images, etc.) to be used. Text should be as close as reasonably possible to the final format, with accuracy of content, spelling and grammar checked and little to no formatting (includes text from previous projects). Claydsgns assumes all written content adheres to copyright laws.

Images are also expected to be supplied before work begins. Images should be supplied in the highest resolution electronic format possible, i.e. logos/images in original Illustrator / Photoshop format, or hi-res JPEG files (300 dpi). Claydsgns assumes that all correct permissions have been sought and/or royalties paid for images used.

DESIGN PROJECT DURATION

Any indication given by Claydsgns of a design project's duration is to be considered by the client to be an estimation. Estimated project duration should be deemed from the date that the deposit has been cleared and is received by Claydsgns.

RIGHTS OF REFUSAL

Claydsgns will not include in its designs, any text, images or other data which it deems to be immoral, offensive, or illegal.

CANCELLATION

All cancellation requests should be sent to hello@claydsgns.com

If a client cancels or alters any order or part order at any time after Claydsgns has received the order, Claydsgns reserves the right to render additional costs.

TERMINATION CLAUSE

Claydsgns reserves the right to terminate the project at any time for any of the reasons listed:

- Client is not responding to emails sent by Claydsgns. (10-day timeframe)
- Violation of Terms of Service by client
- Client has not made their payments
- Unprofessional behavior by client, including, but not limited to: Using vulgar language in communication with Claydsgns, intentionally providing content that is not owned by the client.

REFUNDS

Due to the nature of digital products, Claydsgns does not provide refunds for any services unless agreed upon. Once work has been initiated from our side and we have proof of execution, refunds for our graphic design services will not be permitted.