

Graphic Design & Web Design Terms of Service & Conditions

Definitions

This agreement is between YonBon Creative Freelance Services “The Designer” and [You] “The Client”. The Client agrees to the legal authority stated within the terms and conditions.

The term “graphic(s)” refers to any product of the graphic arts, with the use of an electronic device (computer, tablet, etc.), that relates to any design(s) or illustration(s) that are either static or moving.

The term “website(s)” refers to a set of webpages located under a single domain name, typically produced by the Web Designer.

Usage Rights & Ownership

The client acknowledges that the Author of the Graphic(s) is The Photographer and first owner of all copyrights of the Image(s). The Photographer withholds exclusive property to the Image(s) and copyrights without limitation. The usage rights to the Image(s) are granted by the Photographer to The Client on the reverse side of this Agreement.

Copyright

Ownership of copyrights over concept Artwork and drafts remain to the Designer. This includes, but not limited to; logos, symbols, compositions and copy. Unlawful use of the Artworks by The Client is strictly prohibited. Prior to payment is illegal.

Payment & Cancellation

The listed payments are accepted:

- Venmo
- Paypal
- Cash
- Zelle

The Client will be required pay 50% of the service fee upon scheduling an appointment, which is non-refundable, and is required to pay the remaining 50% after the service has been completed.

All payments are to be made within 30 days of invoicing.

Approving Proofs

The Client is entitled to holding the responsibility of approving of designs of all Artwork Proofs making sure that everything has been accurately made and is suitable for use. This includes that all spelling, grammar, designs, illustrators, images and quality is correct.

The Client is entitled to requesting Approving Proofs to be made again by The Designer, but if The Designer claims there to an excessive number of Approving Proofs being requested (over 5 Approving Proofs), The Client will be charged an extra \$50 for extra work to be produced.

Limitation of Liability

The Client agrees that any loss or damaged, errors, or emissions of any files, documents, designs, illustrations, or images are not to be held accountable by The Designer.

Submission of Client Artwork

The Client understands that the end result and completed version of their Artwork is their responsibility. This includes their own submission of their own artwork to be printed or used. It is also the Clients responsibility to ensure that it is their responsibility for any copyright laws that they infringe upon.

Failure To Preform

If The Photographer is unable to provide photographic services due to illness, mechanical breakdown, accident, acts of God, or any other cause beyond The Photographers control, The Client has the option of rescheduling the shoot, which will have the active deposit and fees still in effect, or cancelling the provided services which will allow The Client to receive all fees, including the deposit, refunded fully.

Agreement of Terms

Upon The Clients acceptance of the terms and condition, The Client is not allowed to assign or transfer this Agreement or any of the rights granted hereunder. This Agreement insures the benefit The Client and The Photographer only.

This Contract shall be governed by the laws of the United States within the State of New Jersey and any applicable Federal Law.

Website(s) Design Post-Completion Alterations

The Client agrees that it is their responsibility to handing in their Review Period corrections for any minor changes to be made, including texture changes, designs, images, etc. within the 14 days of having the final website handed over to them. Anything changes requested after the 14 days will result in being charged for any requests to make changes/alterations to The Clients website.

SEO Search Engine Optimization & Search Engine Listings

The Designer will help The Client build the website(s) according to the trends of SEO at the time of constructing the website. The Designer will help find key words/key phrases for the website, but it is The Clients responsibility to ensure the choices of the key words/ key phrases to be picked.

Technological Advancements of The Website

The Client acknowledges that the personalization and payment for the website's domain and subscriptions is to be their responsibility and is not held accountable by the Designer.

The Designer does not provide any responsibility of the following listed:

- Domain names
- Hosting and Registration
- SSL Certification
- Email Addresses
- Emailing hosting
- Setting of email addresses
- Email errors
- Email Signatures

The Designer is held accountable for any infiltration of the control over the website or any targeted email spams, as it is outside of their nature to be controlled. This includes anything to be deemed as "hacked" or loss of the control of the website from The Client. The Designer does not include any set up of software updates or takes responsibility if the software used becomes out of date and obsolete. The Designer does not take any responsibility for any unforeseen advancements in technology that may have a negative impact on The Client's site or system.

CMS Content Management Systems

Any work on the CMS to the website by a third party is The Client's responsibility. The Designer is not accounted for any alterations or changes made to the website by a third party.

The misuse of the CMS or website is not The Designers responsibility.

The Designer is not responsible for any content posted to the website.

Websites are built with their own integrated CMS using their latest software at the time of being created. The Designer is not held accountable for any failure or negative impact on the website from the CMS software.

The Designer is not held accountable for any loss of data within the website.

Photography Terms of Service & Conditions

Definitions

This agreement is between YonBon Creative Freelance Services “The Photographer” and [You] “The Client”. The Client agrees to the legal authority stated within the terms and conditions.

The term “image(s)” refers to any photographic material, whether still or moving, created or taken by the Photographer in the form of any transparencies, negatives, prints, or digital files that are captured, recorded with the use of a camera.

Usage Rights & Ownership

The client acknowledges that the Author of the Image(s) is The Photographer and first owner of all copyrights of the Image(s). The Photographer withholds exclusive property to the Image(s) and copyrights without limitation. The usage rights to the Image(s) are granted by the Photographer to The Client on the reverse side of this Agreement.

Payment

The listed payments are accepted:

- Venmo
- Paypal
- Cash
- Zelle

The Client will be required pay 50% of the service fee upon scheduling an appointment, which is non-refundable, and is required to pay the remaining 50% after the service has been completed.

All payments are to be made within 30 days of invoicing.

Reshoots

Upon The Clients request of a reshoot, The Client will pay The Photographer an additional fee of 100% of The Photographer’s stated quote or original invoice.

If a reshoot is required due to factors out of The Photographers control, including but not limited to weather conditions, or acts of God, The Photographer will not charge any additional fees and The Client agrees to pay all expenses for the reshoot.

Failure To Preform

If The Photographer is unable to provide photographic services due to illness, mechanical breakdown, accident, acts of God, or any other cause beyond The Photographers control, The Client has the option of rescheduling the shoot, which will have the active deposit and fees still in effect, or cancelling the provided services which will allow The Client to receive all fees, including the deposit, refunded fully.

Kill Fee:

If The Photographer has completed the given tasks and assignment in a professional and competent manner, The Client agrees to pay The Photographer all fees and expenses in connection with the assignment, even if The Client choose whether or not to use any Image(s).

Prints & Props

If The Client decides that there are specific props or décor wanted within the session or tied to the assignment, The Client must pay additional fees that add on top of their given service fee and/or invoice quote.

If The Client requests The Photographer to provide prints, The Client will pay additional fees that are then added onto their given service fee and/or invoice quote.

Agreement of Terms

Upon The Clients acceptance of the terms and condition, The Client is not allowed to assign or transfer this Agreement or any of the rights granted hereunder. This Agreement insures the benefit The Client and The Photographer only.

This Contract shall be governed by the laws of the United States within the State of New Jersey and any applicable Federal Law.