

DreamPlus Studio – Terms of Service

Agreement to Terms of Service

By using the services of DreamPlus Studio, you accept the terms stated herein. We reserve the right to change or amend these terms of service and policies at any time and without prior notice. By acquiring service from DreamPlus Studio, you signify your agreement to these terms of service. DreamPlus Studio reserves the right to refuse or cancel services at any time in the case of a violation of the terms of service.

Payment

Payment must be made by cheque, bank transfer, cash or credit card through PayPal. An initial payment of 40% of the total cost must be paid before work can begin. The initial payment is not refundable. After work is finished, an invoice will be sent to the client and remaining payment will be due within 14 days, after completion of project. Payment must be postmarked on or before the due date. If payment is postmarked after the due date, it will be considered late. If payment is late, there will be a \$25/day late fee until payment is received. No additional charges outside the initial package agreement will apply unless circumstances cause a need and will NOT be added without consent from the Client.

Completion and Delivery

The final print, web or other design works will be delivered upon receipt of final payment. Delivery can be in the form of publication to the client's hosting service if proper logon information is provided, published to a host that the customer has DreamPlus Studio obtain and setup, send through email, or delivered by CD/DVD (Additional charges apply).

Liability

DreamPlus Studio is not responsible for any grammatical errors found in submitted material by the Client. DreamPlus Studio is not responsible for any server side problems incurred due to server down time, hosting issues, ISP down time, or Acts of God. DreamPlus Studio is not responsible for any damages incurred from hacking, hackers, or illegal activity. We are not responsible for any changes made to web sites created and maintained by DreamPlus Studio without prior permission. DreamPlus Studio will not imply to correct any damages or changes made, however, we can and will repair any damages incurred to the Clients Web Site(s) using the current pricing policy guidelines. Aesthetics are subjective, we make no guarantee that designs will be pleasing to everyone but will work hard with the customer to come up with a workable solution that is aesthetically appealing to the customer. DreamPlus Studio is not liable for content causing excess bandwidth usage or the cancellation of service by the hosting company for any reason. The customer is responsible for obtaining and paying for the appropriate bandwidth needed. DreamPlus Studio will attempt to make recommendations for bandwidth usage based on customer input and knowledge of the industry; however, no guarantees can be made.

Web Site Maintenance

Web site maintenance is considered to be a new contract and will be priced according to the maintenance / changes that are required by the customer unless prior arrangements have been made in a previous contract.

Changes, Updates, Editing

By default, all projects handled by DreamPlus Studio is charged based on 1 concept only. Unlimited revisions refer to unlimited changes to the existing 1 concept only, the changes are usually very minimum. If you require more concepts, additional charges apply.

After the full payment has been made by the client, for any web project, it will be placed automatically under the DreamPlus Care program for 2 months, whereby DreamPlus Studio will help to manage and update the website content for you, doing routine backup for the files, and ensuring your websites are always in tip-top conditions. After which, any further amendments to the work will be considered as an add, and it will be charged at the hourly rate.

Cancellation

Once design work has commenced, and the project is being cancelled by the client, downpayment of 40% is non-refundable. Depending on the hours I have spent on the project, \$30/hr charge applies.

In the event of cancellation of a project, the ownership of all copyrights and original artwork, including sketches, PDF files of layouts, and any other mockups, shall be retained by DreamPlus Studio. Any usage by the client of any of the project elements will result in appropriate legal action. If the client wishes to make additional uses of the work, client shall seek permission from DreamPlus Studio and pay an additional fee to be agreed upon.

Copyright

The website design, and any graphics I have designed is yours - you own it 100%. However, DreamPlus Studio reserves the right to display any development (web design, banner, logo or other) in our online or PDF portfolio if desired.

Privacy Policy

DreamPlus Studio insures that all personal information being voluntarily submitted to us in the processing of your order (to be used for record and billing purposes, etc.), inclusive, but not limited to, credit card and other personal information, will be kept strictly confidential and used "solely" by DreamPlus Studio, its authorized representatives and employees; for the strict purpose for which it was intended, and for the benefit of the Subscriber. We agree not to share, rent, sell or release this information to any individual, entity or third party, for any reason, without the specific written consent of the Subscriber; with exception as required by Law, Regulation or Governmental Authority.

Thank you for reviewing DreamPlus Studio's Terms of Service.

Last updated by tysoh on 12/07/08

<http://www.dreamplusstudio.com>

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