



Creative design  
services  
since 1995

The terms "we," "us" or "our" shall refer to Graphic a la Design. The terms "you," "your," "user," "customer" or "client" shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this terms and conditions shall be deemed to confer any third-party rights or benefits.

## GENERAL

You can rest assured, your files are safe. Our computer software and hardware are up to date. We secure all client files with backups every three hours.

All print and digital work created by Graphic a la Design is original, we do/will not knowingly reproduce copyrighted material without the written consent from the owner(s).

Graphic a la Design retains ownership of all original working files and/or artwork including preliminary designs and ideas, as well as native files unless an arrangement is made between Graphic a la Design and the client prior to the job beginning. If the client would like to purchase a copy of the working/native files, a quotation will be sent in writing, via email. Clients, upon final payment, will always receive the final secured print files to take to a printer of their choice. The formats for this will be discussed at final sign-off (typically PDF and/or JPG).

Clients receive 2 sets of proofs with a logo design package. Additional edits \$50/hour will be added to the final invoice. Upon final payment, you will receive full copyright to your logo in its original native format for reproduction at the client's discretion. Before payment is received, the logo may not be used in any way, this includes posting announcements on social media or in-office use.

Graphic a la Design retains the right to display all web and print media in a portfolio and other advertising materials unless specified by the client before the final invoice is sent.

Graphic a la Design retains the right to copyright at the bottom of all websites created and/or maintained.

The client is responsible for signing off all design work in writing (via email, text message or in-person by pen/paper), giving acknowledgment for satisfaction and completion with all elements of the deliverable(s).

## PAYMENT

Payment is accepted by cash, cheque, e-transfer, direct deposit or wire transfer. Wire transfer fees will be added to all International invoices.

A 50% deposit is required prior to the first proof reveal. Balance is due upon completion of the project(s). HST will be added to all invoices. All retainers, deposits and final payments are non-refundable and non-transferable.

Website builds date will be booked firm upon a 50% deposit being received. All content must be sent for approval to Graphic a la Design by the mutually agreed upon date and time. Any disruption in the timeline may result in the start date being bumped to the next date available.

Full payment for social media monthly work is due on the first of each month.

Graphic a la Design uses third-party companies to purchase domains, hosting, secure sockets layer (SSL), email and all other website related. Renewal prices may be out of our control and are subject to change without notice.

## WEBSITE / HOSTING / DOMAINS / SEO / EMAIL

All clients purchasing SEO will receive a sitemap vision board (menu/navigation/ anchors) and a website architecture action plan with per page breakdown (page content, keywords, etc.). Graphic a la Design will use both along with other content you send to create website pages that work with SEO on Google and Bing. Graphic a la Design is not responsible for SEO performance issues due to client edits after the website reveal.

All website builds comes complete with 2 full sets of edits. After, a \$50 per hour design fee with a minimum 15-minute time rate will be added to the final invoice. If re-design is required or additional pages are added, the final invoice will be adjusted to reflect the additional work (you will be notified of the amount prior to the edits being made).

All website builds and annual hosting plans come with 30-minutes per month of text edits, photo edits and 5 stock images/month for a one year term. After the 30-minutes, a \$50 per hour fee with a minimum 15-minute time rate will apply.

Hosting and SSL Security annual term begins the day the Coming Soon page is launched.

All hosting plans come with Word Press App, plug-in updates, builder licensing for the term of your plan. Plug-ins added during the term will be invoiced, this includes any reoccurring annual plug-in fees.

Graphic a la Design will create a user for all clients who wish to edit their own Woo Commerce Shop hosted with Graphic a la Design. Graphic a la Design is not responsible for any website speed issue, breaches or breaks in website or plugins due to client uploads/edits.

Graphic a la Design does not under any circumstances allow clients to edit website cPanel, backend or any website database.

Clients wishing to make page edits will be invited to attend a 1-hour in-person WordPress and/or Woo Commerce Workshop Training where they will be walked through each component of making simple text edits and changing and optimizing photos (workshop fee may apply). Graphic a la Design is not responsible for any website speed issue or breaks in the website and/or plugins due to client edits.

All builder and plugin subscriptions through Graphic a la Design, like any company, are not transferable. It will be the responsibility of the new host to purchase on your behalf.

Graphic a la Design uses third-party companies to purchase domains, hosting, secure sockets layer (SSL), email and all other website related. All domains and websites are transferable. The process for transferring a domain and/or website name is not difficult, but it does take time. The total process can take up to 10 days to complete. All transfers are to be paid in advance, prior to the transfer (HST will apply). All domains abandoned or not paid in full at the time of renewal remain the property of Graphic a la Design.

The following transfer fees will apply:

- \$75 per domain
- \$475 per website (1-5 pages)
- \$550 per website (6-10 pages)
- \$75 per URL change (additional fees may apply if both domains are not in Graphic a la Design's account)

As per ICANN's Inter-Registrar Transfer Policy, you are not eligible to transfer a domain for 60-days after the following events:

- Registering or transferring a domain name
- Updating the registrant contact's organization
- Updating the registrant contact's first or last name and an organization is not listed

Graphic a la Design is not responsible for endpoint firewall and malware attacks on Graphic a la Design server space or client-hosted server space if the plugin/software is refused by the client at the time of the website build.

Graphic a la Design assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address. In addition, Graphic a la Design may terminate Your use of Services for any violation or breach of any of the terms of this Agreement by You.

Like everyone, you are not eligible to transfer a domain for a 10-day period after changing your domain from one account to another via the Account Change Process. For more information, see ICANN's Inter-Registrar Transfer Policy and our Domain Name Change of Registrant Agreement.

## LICENSING

All stock photos supplied by, or purchased/downloaded, and/or used by Graphic a la Design remain under the terms of the download license.

All music purchased, downloaded and/or used by Graphic a la Design comes with a single-use license and registration.

We will not post liquor in any form (wine, beer, spirits, etc.) for sale without a copy of an up to date Ontario Liquor Licence. The Liquor Licence Act states no person shall advertise liquor except in accordance with the regulations.