



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.

## INTELLECTUAL PROPERTY AND CANADIAN COPYRIGHT

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## GENERAL

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).

You agree that materials prepared by Graphic a la Design are not "works for hire" or otherwise owned by or assignable to you by Graphic a la Design until all fees and costs have been paid. Clients, upon final payment, will always receive the final secured print files to take to a printer of their choice and/or be created to upload/post on-line. The formats for this will be discussed at final sign-off (typically PDF and/or JPG). For clarity, Graphic a la Design retains ownership of all original working files, artwork, and intellectual property rights in its work product, including preliminary designs and ideas, as well as native files unless a different 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 or would like the intellectual property rights under Canadian Intellectual Property Laws of Lori Thompson relinquished, a quotation will be sent in writing, via email.

Upon final payment, you will receive ownership copyright to your logo and a complete copy in its original native format for reproduction at the client's discretion. However, Graphic a la Design retains the right to display all web and print media in a portfolio and other advertising materials unless specified by you before the final payment.

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

Under Canadian Intellectual Property Laws, You continue to own any and all proprietary content including the text photos, images and or elements You provided to build the Website. Graphic a la Design has no rights to this content and may not use it except to build, edit and host the Website.

While Graphic a la Design customized the Website for You, You recognize that websites generally have a common structure and basis. Under Canadian Intellectual Property Laws, Graphic a la Design continues to own any and all templates and/or graphic design elements created prior to and/or during the Website build.

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 or other payment costs will be added to all International invoices.

Clients must take into account cheques, direct deposit and wire transfers take time to clear. Payment must be visible in the Graphic a la Design bank account before the payment is considered deposited.

Full payment for social media monthly work is due on the first of each month. All content for Essentials, Premium or Ultimate plans must be uploaded to Whats App by Sunday at 11 am, the week before.

A 50% deposit (or signed Letter of Agreement with Purchase Order number for approved Corporate clients) is required on all work prior to booking being firm. The 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.

All materials You hire Graphic a la Design to complete, put on hold or stalled by You for longer than 7 days is billable. Any disruption in the deadline completion timeline may result in the design, edit and/or completion date being bumped to the next date available.

Website build dates will be confirmed upon receipt of a 50% deposit. The remaining balance is due upon job completion or within 24 hours if the project is put on hold for any reason, by You for more than 7 days. All content must be submitted for approval to Graphic a la Design at least 24 hours before the scheduled design date. Your build date is exclusively reserved for your project. Should there be any delays in providing content, resulting in disruption to the website completion timeline, your start date may be rescheduled to the next available slot and is subject to a \$250 charge. Hosting and SSL annual terms commence on the launch date of the Coming Soon page.

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. Graphic a la Design must receive payment for all website related renewals on or before the Due Date posted on your invoice. Failure to renew the items on your invoice in a timely manner may result in loss of the website, domains, hosting, secure sockets layer (SSL), email and all other website related.

Fees to bring the above website related items back, if within the grace period, are:

- \$25 per domain
- \$149 per website
- \$249 per email account
- \$75 per SSL

## 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. Graphic a la Design is not responsible for SEO or other performance issues due to client edits after the website reveal.

All website builds come complete with 2 full sets of edits. A \$75 per hour design fee with a minimum 15-minute time rate will be added to the final invoice for all subsequent edits. If re-design is required or additional pages are added after we have begun work, 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 include 30 non-accumulating minutes per month of text edits, photo edits and 3 stock images per month for a one year term. After the 30-minutes, and after the first year's term, a \$75 per hour fee with a minimum 15-minute time rate will apply.

All hosting plans come with WordPress App, plug-in updates and 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 does not under any circumstances allow clients to edit website cPanel, file back-end or any website database including WordPress itself if hosted on Graphic a la Design shared server space.

Under no circumstances shall Graphic a la Design be liable to You or any third party for any damages resulting from, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay Your website breaking and/or going down and/or having missing content because of edits/changes to the website by You.

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 plugins, or other issues attributable to client uploads/edits.

Clients wishing to make page edits on Bring Your Own Hosting plans after the 1 year complimentary maintenance and 30-minutes of edits plan may 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/uploads.

All builder and plugin subscriptions through Graphic a la Design are not transferable. It will be the responsibility of Your new host to purchase on your behalf should you switch host companies.

Graphic a la Design uses third-party companies to purchase domains, hosting, secure sockets layer (SSL), email and other website related products and services. Domains and websites purchased through Graphic a la Design belong to us until all associated fees and costs have been paid. Once payment has been completed, all such products and services 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)
- SSLs are nontransferable
- \$75 per URL change (additional fees may apply if both domains are not in Graphic a la Design's hosting 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 not requested or refused or not accepted by You at the time of the website build.

Graphic a la Design assumes no liability or responsibility for Your failure to receive an email notification(s) if such failure results from an inaccurate email address, email routing on Bring Your Own Hosting and/or using email services that are out of Graphic a la Design's control.

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. You will receive the violation or breach in writing via email and given 7 days to transfer products/services from Graphic a la Design.

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 licence.

All music purchased, downloaded and/or used by Graphic a la Design comes with a single-use license and registration. If the client requires the music for other purposes, additional downloads must be purchased for licence and registration compliance.

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