

Terms of Service

This Terms of Service Agreement (the "Agreement" or "Terms") is a legally binding contract between mtchy ("Designer," "we," "us," "my," or "our") and you ("Client," "you," or "your"). Please read this agreement carefully before engaging our design services. By placing an order, making a payment, or otherwise using my services, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement. If you do not agree to all of the terms and conditions, you may not use our services.

1. Refunds:

1.1 No refunds are offered under any circumstances. All sales are final. Due to the custom nature of my design work, we cannot offer refunds once a project has commenced. I encourage you to carefully review your order details before confirming your purchase.

2. Delivery:

2.1 The creation of custom designs requires time and may take several days, typically 3-5 business days, although this is an estimate and not a guarantee. The estimated delivery timeframe is provided as a guideline and is subject to change.

2.2 The actual delivery time depends on various factors, including the complexity of the design, the number of revisions requested, and the responsiveness of the client.

2.3 I am not responsible for delays outside of my reasonable control, such as delays in communication from the client, unforeseen technical issues, or force majeure events.

2.4 Active customer engagement and prompt feedback is essential for timely project completion. Delays in providing feedback or approvals may result in a longer overall project timeline.

3. Ownership:

3.1 Upon full payment, ownership of the *final, approved* design is jointly held between you (the customer) and the designer. This shared ownership is specifically structured to facilitate the designer's ability to provide the security services outlined in this Agreement, including monitoring for unauthorised use and assisting in takedown requests.

3.2 This shared ownership does *not* grant you the right to resell the designs, any derivative works thereof, or claim exclusive ownership of the underlying design elements. You have the right to use the final design for its intended purpose, as agreed upon at the start of the project.

3.3 The designer retains the right to showcase the design in their portfolio and marketing materials, unless otherwise agreed upon in writing.

4. Logo Changes/Revisions:

4.1 The number of revisions included in each design plan is clearly outlined in the plan details on our website/order form. Please refer to your chosen plan for specifics.

4.2 Any revisions requested *beyond* the specified limit will incur additional fees, which will be quoted to you in writing before the work commences. These fees will be based on the scope and complexity of the requested changes.

4.3 "Final design" refers to the last version of the design that is formally approved by the customer, either in writing or via a designated approval process.

4.4 Edits and revisions requested *after* final design approval will be considered new work and priced accordingly. This includes any changes to the design, layout, colour scheme, or other elements.

5. Copyright and Reproduction:

5.1 You are prohibited from copying, reproducing, or reselling any part of the logos provided to you, *except* for the final, approved design as outlined in Section 3.

5.2 Creating derivative logos or designs using aspects of the logos we provide, even with modifications, is strictly prohibited. This includes using similar design elements, colour palettes, or overall style.

5.3 We actively monitor for such infringements and may take further action, including legal measures such as cease and desist letters, DMCA takedown notices, and legal action to protect our intellectual property and the integrity of the designs we provide.

6. Cancellations:

6.1 If you cancel your order *before* it is completed, a cancellation fee will be applied. This fee covers the work already completed and the time invested in the project.

6.2 The amount of this fee will be communicated to you in writing at the time of cancellation and will be determined based on the project's progress.

6.3 Failure to pay the cancellation fee within 3 days will result in the resale of the partially completed logo design and your placement on an order blacklist, preventing you from placing future orders with us.

7. Recall and Revocation of Ownership:

7.1 The shared ownership of the final design, as outlined in Section 3, remains in effect as long as you comply with this Agreement's terms and conditions.

7.2 Any breach of this Agreement, including but not limited to copyright infringement (Section 5), failure to pay agreed-upon fees (Section 6), or misuse of the designs, will result in the full ownership of the design reverting back to the designer.

7.3 In such cases, the designer reserves the right to recall the work, revoke your license to use the design, and pursue any other remedies available under law, including legal action for damages.

8. Communication:

All official communication regarding your order should be conducted through Discord, Instagram or Email.

9. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Western Australia, without regard to its conflict of law principles.

All issues which occur within Discord will be subject to individual legal adjustments. As per Discord's Terms of Service any and all occurrences within Discord will be proceeded with under California law.

10. Entire Agreement:

This Agreement constitutes the entire agreement between you and mtchy regarding the design services and supersedes any prior agreements or understandings, whether written or oral.

11. Modifications to Agreement:

I reserve the right to modify this Agreement at any time without prior notice. It is your responsibility to review this Agreement periodically for any updates. Continued use of our services following any changes constitutes acceptance of the modified Agreement.

12. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall be enforced to the fullest extent permitted by law.

13. Contact Information:

For any questions regarding this Agreement, please contact us through the following methods:

Discord: mtchy

Email: mtchybusiness@gmail.com