



TERMS OF SERVICE

Payment

Deposits, final payments and delivery

Shadow & Light Digital Marketing ("Provider", "We", "Our") reserves the right to request a 50% deposit prior to starting work on your project. If a deposit is requested, an invoice will be generated and delivered to you via email, and payment is expected within 7 calendar days of issue. By remitting deposit funds, you are accepting these Terms of Service and entering into a contract with Robyn Cotton (Shadow & Light Digital Marketing).

For retainer clients, invoices will be issued monthly in advance, and payment must be received within 7 calendar days of the invoice date. Work may be paused, and access to services withheld, if payment is late.

We will invoice for the remaining cost of the project and associated services prior to the release of any logo files, final exports, or completed deliverables. We reserve the right to withhold delivery until payment has been received in full. We also reserve the right to invoice earlier than agreed if you have been uncontactable or unresponsive for more than 14 days.

You may request a payment plan, which may be accepted at our discretion. All payment plans must be agreed to in writing by both parties.

Late Payments: All payments are due within the stated timeframes. A late payment fee of 1.5% of the outstanding balance per month (18% annually) may be applied to invoices more than 7 days overdue. You will also be liable for any reasonable costs associated with the commencement of collection and recovery processes for accounts unpaid in excess of 30 days.

Typefaces

Licensing of any used fonts or typefaces

Any fonts/typefaces that are purchased for the final design, and/or supporting brand identity assets, are subject to commercial licensing laws. A font/typeface licence gives only the owner full rights to use the font/typeface as necessary.

In our initial presentation of concepts, we will provide information of the typefaces used and where they can be acquired. It is the responsibility of the client to acquire any necessary font licenses (paid or unpaid), so please bear this in mind when approving designs.

It is against the law for us to provide any client a 'copy' of any font/typeface that we own, and have personally purchased.



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If you would like to use a copy of a font/typeface that we have purchased, to be used commercially, you must purchase the respective font/typeface licence, and register it in your name.

Typically, a font used in a logo will not need to be licensed, as the graphics are converted to vector artwork and can no longer be edited. However, should you require a font to use in your own artwork for editing purposes, such as on a website or a print presentation, then you will need your own license through a desktop license purchase.

Restrictions

Restrictions to the signing of this agreement

These Terms of Service do not give you the rights or permission to use/modify/alter/replicate or borrow any of the previous ideas/concepts/sketches that we present. All original preparation materials, sketches, visuals and unused ideas shown and considered will remain the property of Robyn Cotton (Shadow and Light Digital Marketing).

We are free to use these unused and previous ideas for future conceptual and client work. Where a previously unused idea/design retains a similar look and style to the finished logo, we shall repurpose and style so that the end design is sufficiently different as to not cause conflict.

Unless otherwise agreed and arranged, we reserve the right to showcase the finished logo and associated designs in my portfolio and in any number of online galleries/portfolio/showcases/awards as well as in printed literature including books and magazines, now and in the future. Associated designs and artwork can include commercial print design/business card/stationery design/signage/desktop icons/mobile phone and other portable device application icons and imagery.

ANY supporting artwork and designs required by this project can be used as indicated by ourselves for personal and professional reasons.

You are free to change, modify and adapt the finished logo design as you see fit, but you do so at your own risk.



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Ownership & Copyright

All preparation materials, sketches, visuals, including the electronic files used to create the project remain the property of Robyn Cotton (Shadow and Light Digital Marketing). The final artwork/digital files will become your property ONLY upon final payment of the project.

If final payment is NOT received as agreed, all designs and concepts will remain the property of Robyn Cotton (Shadow and Light Digital Marketing) until payment is received.

If there are issues with final payment, we reserve the right to reuse or amend any of these ideas for other clients, or to be used freely as concepts in our portfolio.

Should the client attempt to use/modify/alter/replicate or steal any of my ideas without making an agreed final payment, we will take immediate legal counsel.

Robyn Cotton (Shadow and Light Digital Marketing) reserves the right to show any artwork, ideas, sketches created for this project in a portfolio as examples of client work. This is typically, but not limited to the completion of the project.

If you have any specific 'secrecy/stealth mode' or NDA requirements, please mention this before agreeing to the proposal.

Final payment ensures that ONLY the agreed logo design becomes your property. Any previous ideas/concepts remain ours, unless any prior agreement has been made.

Trademark & Copyright

Due to the lengthy and often costly procedures required to initiate any form of Trademark, Copyright and legal name search, we are unable to provide any practical help with this.

If you require the logo to be registered as a trademark, then you must seek your own legal advice.

Limitation of liability

Loss or damage

You agree and accept that Robyn Cotton (Shadow and Light Digital Marketing) is not legally responsible for any loss or damage suffered or incurred related to use of any of my services, whether from amendments, errors or omissions in documents, designs, information or any goods or services offered by ourselves. This includes your use or reliance on any third-party content, links, comments or advertisements. Your use of, or reliance on, any information or materials we produce, amends or designs is entirely at your own risk, for which we shall not be liable.



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You acknowledge that such information and materials may contain inaccuracies or errors and expressly exclude liability of Robyn Cotton (Shadow and Light Digital Marketing) for any such inaccuracies or errors to the fullest extent permitted by law.

We affirm that all designs presented to you will be original and to the best of our knowledge will not infringe/plagiarise any other work. We will perform limited checks to ensure that my work has not unintentionally infringed on another's design, including limited checks against the WIPO database and reverse image checks across search engines.

However, we assume no legal responsibility for any loss or damage suffered or incurred related to legal issues regarding the originality or authenticity of our work. You agree to perform your own checks and due diligence regarding plagiarism and originality. Should you have any concerns, please discuss this item with us prior to commencing work.

Cancellation

Cancellation during the project

If you choose to cancel the project midway through, where ideas and proposals have been submitted, refund of previous payment is not possible. However, depending on the work completed and overall budget, a portion of the funds may be returned.

If the provider falls ill, or is unable to complete the project due to unforeseen circumstances, a portion of the overall budget will be returned. In most cases the complete amount will be refunded. If any works, so far completed, can be used for another designer to pick up, then a percentage will be refunded based on work completed or any other reasonable suggestion will be considered.

Project Suspension

We reserve the right to suspend any project if there is interference with excessive micromanaging, demonstrating a continued lack of trust and inability to move forward after showing more than a reasonable number of unique design ideas/concepts, and/or showing a reluctance in paying the final payment.

Fair notice will be given with a fair chance to remedy the situation without resorting to project suspension or termination. Any suspension, or termination, will not result in any refunds and all designs and work thus developed remain the full ownership of Robyn Cotton (Shadow and Light Digital Marketing).



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Force Majeure

In the event we fail to perform any obligation pursuant to these Terms of Service due to an “act of God” or an act of any government, terrorism, riot, war, accident or any deficiency in materials or transportation or any other cause of any nature beyond my control, such failure shall not be deemed to be a breach of these Terms of Service, provided that you are notified of the existence and nature of the reason for my non-performance and delay, and we resume performance immediately upon the conclusion of the relevant force majeure.

Brand Naming

You take full responsibility for ensuring that your company/product/name is legally free/available before work is started. Should any legal issue arise with the naming after the project has been completed, no refunds are possible, neither are we legally responsible for any problems thus arising.

Please ensure the name you are using is free and legally safe to use before committing to a logo project. Project name changes during a project are exceptionally costly, challenging to implement, and cause significant delays.

If a change of name is required mid-way during a project, and significant logo exploration work has already been presented, then we will have no choice but to recalculate the total cost of the project, to allow for the reworking involved. Please ensure that the name you are using has been subject to appropriate checks, is not in use by someone else, and/or infringes on any other registered trademark, business name etc.