



Jack Digital Media Services

TERMS AND CONDITIONS

Effective Date: January 2023

This document outlines the terms and conditions governing the services provided by Jack Digital Media Services. By engaging with our services, the Client agrees to abide by the terms set forth herein.

Legally Enforceable in:

United States

Europe

Jamaica

For inquiries, please contact:

📍 Kingston, Jamaica

☎ +1 (876) 845-5097

🌐 jacxdigitalmediaservices.com

✉ admin@jacxdigitalmediaservices.com

Terms and Conditions



- 1. Design Services:** The Client agrees to hire The Company to provide one or more of the following services:
 - a. Social Media Design and Management
 - b. Website Design and Management
 - c. Graphic and Print Design
 - d. Consultation Services
 - e. Branding and Identity Creation Services
- 2. Terms and Schedule:** This Agreement shall commence on the Effective Date and will remain in effect until all Services are completed, all Fees are paid, or termination occurs.
- 3. Refund Policy:** Graphic design documents are digital files, and no physical items will be shipped. The following refund terms apply:
 - a. No refunds will be issued for completed projects.
 - b. If a project is halted before completion, a cancellation fee may be applied at The Company's discretion.
 - c. Down payments made to initiate projects are non-refundable.
 - d. If a project is canceled before completion, no refund will be issued for any payments already made, and the Client may be subject to a cancellation fee at The Company's discretion.
- 4. Fees & Payments:** The Client agrees to pay the fees in full before project commencement unless otherwise agreed upon in writing. If an installment plan is offered, the terms and schedule of such payments are determined solely at The Company's discretion.
 - a. Fixed Rate Terms**
 - i. The total project cost will be communicated to the Client before starting the project.
 - ii. Payments will be made in installments as agreed upon, with each payment corresponding to project milestones.
 - b. Additional Payment Terms**
 - i. The Client must pay all invoices within the specified timeframe outlined in the invoice, typically within three (3) to five (5) business days of receipt.
 - ii. If a non-commercial font is required, the Client is responsible for purchasing it.
 - iii. If the Client fails to make a payment for a project within the specified timeframe as outlined in the invoice, the project will be canceled without refund.
- 5. Termination:** Either party may terminate this Agreement under the following conditions:
 - a. A material breach occurs and is not remedied within fourteen (14) days of written notice.
 - b. The other party becomes insolvent or ceases operations.

Terms and Conditions



- c. A force majeure event lasts more than ninety (90) days.
- d. Failure to pay invoices within five (5) business days for long-term projects or within three (3) business days for short-term projects.
- e. The Agreement automatically terminates upon project completion and final file delivery.

6. For the purposes of this Agreement:

- a. Short-term projects are defined as projects delivered within one (1) business week.
- b. Long-term projects are defined as projects with a delivery timeframe starting at three (3) business weeks or longer.

7. Ownership Rights

- a. The Company retains ownership of all designs until the Client pays the full balance.
- b. Upon full payment, all created work becomes the Client's exclusive property.
- c. The Company reserves the right to post and share these designs on their social media platforms and website for promotional purposes and to showcase their portfolio.

8. Representations and Warranties

- a. Both parties affirm they have the legal right to enter this Agreement.
- b. Neither party shall violate third-party rights through this Agreement.

9. Disclaimer of Warranties

- a. The Company commits to delivering the Services as per the Client's specifications.
- b. The Company makes no guarantees regarding increased sales, brand exposure, or other business benefits resulting from the delivered work.

10. Limitation of Liability: Neither party shall be held liable for indirect, special, or consequential damages, including lost profits, arising from this Agreement.

11. Confidentiality: All terms of this Agreement and proprietary materials exchanged must remain confidential unless disclosure is required by law.

12. Severability: If any provision of this Agreement is deemed unenforceable, the remaining provisions will still be upheld.

13. Governing Law: This Agreement is governed by the laws of the United States, Europe, and Jamaica and is legally enforceable within these jurisdictions.

14. Legal and Binding Agreement: This Agreement is legally binding and enforceable in the United States, Europe, and Jamaica.

15. Alternative Dispute Resolution: Any disputes arising from this Agreement shall be resolved through arbitration, mediation, or negotiation, as agreed by both parties. Disputes shall be resolved in a jurisdiction where The Company operates.

16. Changes to Terms: These Terms and Conditions are effective as of January 2023 and are subject to change without notice.

17. Entire Agreement: This Agreement represents the complete understanding between both parties and supersedes all prior agreements. Any modifications must be made in writing and signed by both parties.