

MDNYinc Complete Terms & Conditions

Graphic Design and Website Design Services

Copyright

Copyright is retained by MDNYinc on all design work including words, pictures, ideas, visuals, digital work and illustrations unless specifically released in writing or rights are already clearly owned by client. Any work on the part of MDNYinc on client owned property, is considered property of MDNYinc on unless and until all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by MDNYinc as fulfilling the contract. All other designs remain the property of MDNYinc Graphic Design Studio, unless agreed in writing that this arrangement has been changed.

Design Charges

Charges for design services to be provided by MDNYinc Graphic Design Studio, will be set out in the written estimate or quotation that is provided to the client either by contract or email. At the time of the client's acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until MDNYinc has received this amount. In the event that an immediate project must commence, MDNYinc may agree to proceed with the project with the understanding that delivery or upload of the project will take place only after full payment has been made.

Charges for Other Service

Charges for any additional time spent for changes/updates to original ideas or services, over and above the estimated time considered to be required for the project, will become fully payable at 100% of the quoted hourly rate. This includes any meeting time (after the initial free phone consultation), excessive phone conversations, excessive emails, phone calls or other forms of communications; third party communications such as with domain registrants, printers, website hosting services or other third party platforms. These communications will be considered part of the project and will be charged in time increments of 15 minutes of our hourly rates.

Payment

The client will be provided with a proof(s) of the work provided with an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the client will also be required to submit approval to MDNYinc either by written document or in email. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by Major Credit Card or Paypal directly through digital invoice.
Publication

Publication and/or release of work done by MDNYinc on behalf of the client, may not take place before cleared funds have been received.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. MDNYinc shall be considered entitled to remove any work created for client from any and all digital systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, business cards, flyers, pamphlets, brochures, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the client of its obligation to pay the due amount. Clients whose accounts become default agree to pay MDNYinc Graphic Design Studio reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to MDNYinc for inclusion in the client's business cards, flyers, pamphlets, website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by MDNYinc Graphic Design Studio on behalf of the client, will remain the property of MDNYinc and/or its suppliers.

The client may request in writing from MDNYinc, the necessary permission to use materials (for which MDNYinc holds the copyright) in forms other than for which it was originally supplied, and MDNYinc may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to MDNYinc, the client grants MDNYinc permission to use this material freely in the pursuit of the design to be created for client.

Should MDNYinc, or the client supply an image, text, audio clip or any other file for use in a business cards, flyers, pamphlets, website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow MDNYinc to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold MDNYinc free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations

The client agrees that changes required over and above the estimated work or required to be carried out after the draft design will be liable to a separate charge.

The client also agrees that MDNYinc holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copywriting, drawing, idea or code created for the client by MDNYinc, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of MDNYinc and any of its relevant sub-contractors.

All design work where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. MDNYinc Graphic Design Studio will not be held responsible for any and all damages resulting from such claims. MDNYinc is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold MDNYinc responsible for any such loss or damage. Any claim against MDNYinc shall be limited to the relevant fee(s) paid by the client.

Data Formats

The client agrees to MDNYinc's definition of acceptable means of supplying data to the company.

Text is to be supplied to MDNYinc in electronic format as standard text (.txt), MS Word (.doc) on portable usb drive, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by MDNYinc Graphic Design Studio such as portable usb drive, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and MDNYinc will not be held responsible for any image quality which the client later deems to be unacceptable.

MDNYinc cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Design Project Duration

Any indication given by MDNYinc Graphic Design Studio of a design project's duration is to be considered by the client to be an estimation. MDNYinc cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by MDNYinc for the initial payment or by date confirmed in writing by MDNYinc Graphic Design Studio.

Rights of Access for Website Construction

The client agrees to allow MDNYinc Graphic Design Studio all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The client also agrees to allow MDNYinc access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The client agrees to supply MDNYinc with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design Project Completion

MDNYinc Graphic Design Studio considers the design project complete upon receipt of the client's Review Approval by written notice or email. Other services such as printing, display panel production, filmwork, website uploading, publishing etc., either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

Website Design Only

Once web design is complete, MDNYinc will provide the client with the opportunity to review the resulting work. MDNYinc will make one set of *MINOR changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, color schemes or any navigation features. Any minor changes can be notified to MDNYinc by e-mail.

MDNYinc Graphic Design Studio will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

***ANY MAJOR CHANGES REQUESTED TO WEBSITE DESIGN WILL BE CONSIDERED OUTSIDE THE SCOPE OF THE PROJECT AND CHARGES WILL APPLY.**

Domain Registration

MDNYinc cannot guarantee the availability of any domain name. Where MDNYinc is to register a domain name on behalf of a client it will endeavor to do so but the client should not assume a successful registration unless the domain name is available for registration.

Hosting Services

MDNYinc will provide hosting services for Website Projects. Such hosting service will be charged yearly and is a separate service fee. The yearly fee for hosting service any particular website will be quoted within the Website Proposal.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, MDNYinc provides SEO Services and Digital Advertising Services through our Internet Marketing Department. All Internet Marketing Services are charged separately and based upon client's individual business structure and needs.

Design Credits

The client agrees to allow MDNYinc Graphic Design Studio to place a small credit on printed material exhibition displays, advertisements and/or a link to MDNYinc's own website on the client's website. This will usually be in the form of a small logo or line of text placed at the bottom of the website page.

The client also agrees to allow MDNYinc Graphic Design Studio to place websites and other designs, along with a link to the client's site on MDNYinc's own website for demonstration purposes and to use any designs in its own publicity.

Rights of Refusal

MDNYinc Graphic Design Studio will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. MDNYinc Graphic Design Studio also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that MDNYinc Graphic Design Studio does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow MDNYinc Graphic Design Studio to remove the contravention without hindrance, or penalty. MDNYinc is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, however, MDNYinc requires formal notification by email to info@MDNYinc.com. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by MDNYinc Graphic Design Studio within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

MDNYinc Graphic Design Studio makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. MDNYinc will not be held responsible for any and all damages resulting from products and/or services it supplies. is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The client agrees to not hold MDNYinc Graphic Design Studio responsible for any such loss or damage. Any claim against MDNYinc shall be limited to the relevant fee(s) paid by the client.

MDNYinc reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. MDNYinc will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

MDNYinc Graphic Design Studio and its clients agree to comply with Printers Terms and Conditions and that MDNYinc is not responsible for any negotiations between client and printers.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. MDNYinc Graphic Design Studio reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by MDNYinc Graphic Design Studio and validated by the client on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the client and MDNYinc Graphic Design Studio.