



Terms of Service & Terms of Conditions

This page explains our Terms of Service. When you use purchase from us, you are agreeing to these terms and our [Privacy Policy](#). These Terms will be governed by and construed in accordance with the laws of Nepal.

1. OUR INTELLECTUAL PROPERTY

1.1. Claé Creatives are protected by intellectual property laws. You agree not to share, re-sell, modify, or create derivative works from our content.

1.2. Please do not use any of our images without our consent. To discuss the use of our images, please contact us at info@claedesign.com.

2. PRIVACY POLICY

2.2. By using our Services, you confirm that you have read and understood our [Privacy Policy](#). Our Privacy Policy is not a contractual document and is subject to change.

3. PAID SERVICES

3.1. We use Third Party payment processors, including Square, Stripe, and PayPal. The Third Party processor will bill you through a payment account linked to your account.

3.2. The processing of payments is subjects to the Terms and Conditions and Privacy Policies of the Payment Processor, in addition to this Agreement. Please make sure you have read and understood the Terms and Conditions and Privacy Policies of our Third Party payment processors.

3.3. Fees pertaining to Third Party Services, such as our print production partners, may be subject to different refund, replacement and cancellation policies to those described us.

3.4. The Terms and Conditions for Third Party Services will be displayed during the purchase process, such as through a link to the Third Party's Terms and Conditions. Please make sure you

have read and understood these Terms and Conditions, and understand your ability to purchase, cancel or obtain a refund from a Third Party Service.

4. UPDATES

4.1. We may update this Agreement. We will always display the most recent version on our site.

4.2. If an update is likely to effect you or your rights, we will notify you by displaying a notice on our homepage.

4.3. By continuing to use or access the Services after any modifications come into effect, you agree to the updated Agreement.

4.4. If you disagree with our changes, you should stop using our Services and cancel any Paid Services.

5. EVENTS BEYOND REASONABLE CONTROL

5.1. We are not in breach of this Agreement or liable to you if there is a failure of performance resulting from a circumstance or event that is beyond our reasonable control. This includes natural disaster, fire, act of government or state regulation, war, terrorism, inability to communicate with a Third Party, failure of a computer or technological difficulty, failure of delay in transmission of digital files or communications, failure of any interest service provider, strike or industrial action that is beyond our reasonable control.

6. TRANSLATION

6.1. This Agreement is written in English. If it is translated into other languages, the English version will be used except where prohibited by law.

Terms of Supply

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1. PROOFING

1.1. It is our clients' responsibility to provide a clear and specific design brief.

1.2. The client is responsible for ensuring that content is correct before final submission. Please proof our designs thoroughly.

1.3. After final files are submitted to the Client no changes can be made without additional payment for our time, billed at our hourly rate. It is the Client's responsibility to ensure files are as they like before we submit them.

2. OWNERSHIP OF THE WORK

2.1. We will grant the Client a License of full ownership of the final designs produced. The granting of any license is conditioned on Claé Creatives being paid the full amount agreed between ourselves and the Client.

2.2. Client is under no obligation to give credit to Us each time they publish the work produced under this Agreement.

2.3. We reserve all rights to source files produced. Source files may be requested by the Client. We provide source files at 100% project cost.

2.4. We reserve all rights to all work produced that is not expressly granted to the Client.

2.5. We reserve the right to share the final designs produced in Our portfolio, website, and socials unless the Client expresses a wish that we do not share the designs, in which case, We will ensure the designs remain confidential. When sharing designs We will change any personal details to generic ones to protect the Client's Personal Data.

2.6. We offer no guarantee that a design We produce will be trademark-able. If the Client would like to trademark the final design produced they must bring a lawyer or trademark attorney into the project who We will work with to give the Client the best possible chance of trademarking the design produced.

3. PAYMENTS

3.1. Client has 30 days to pay invoices.

3.2. Client will reimburse our expenses. Expenses must be pre-approved by the Client. Reimbursement is subject to the following: We will be reimbursed reasonable, pre-approved expenses, including but not limited to material costs, font costs and graphics costs.

3.3. We include a free thirty-minute consultation call if requested by the Client.

4. DORMANCY

4.1. Client must be available to communicate with us during the project period. A project will be considered dormant if the Client does not respond to us within 60 days. If a project becomes dormant we will cease work and hand over the final files created to up until the termination date, and terminate this agreement. Any unpaid fees will become immediately payable to Claé Creatives. We will make regular attempts to contact the Client, up until the 60-day termination date. If the Client would like to take up the project again they may contact Us to reschedule. There will be a dormancy fee of 25% of the project total to reopen the project.

5. CONFIDENTIALITY

5.1. Any information supplied by one party to the other marked as "Confidential" must be used only for the purposes of this Agreement and must not be disclosed to other parties without the discloser's written consent. This does not apply to information that is publicly available. Confidentiality obligations survive termination of this Agreement.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

6.1. Claé Creatives is an independent contractor, not an employee of the Client. We are solely responsible for all taxes, withholdings, insurance, and any other obligations that may apply to an independent contractor.

7. REPRESENTATION OF WARRANTIES

7.1. We warrant that no obligation to a third party prohibits Us from entering into this Agreement and that to our knowledge, work produced under this Agreement will not violate the Intellectual Property Rights of any third party.

8. REFUNDS, RETURNS, AND EXCHANGES

8.1. If you purchase a design package you may make a cancellation and receive a refund within 48 hours of purchase if we have not completed any work. Once work has begun your design package cannot be returned, refunded or exchanged.

8.2. Always refer to your Design Agreement for full project details.

8.3. As bespoke items print products cannot be cancelled or exchanged once they have been sent to print. If they have not yet been sent to print you may cancel and receive a full refund. We promise free re-prints and shipping if there are any print problems.

DISCLAIMER OF WARRANTIES

Designer shall complete Graphic Design services for Client's purposes and to Client's specifications. DESIGNER DOES NOT REPRESENT OR WARRANT THAT SUCH DELIVERABLES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. DESIGNER HAS NO RESPONSIBILITY TO CLIENT IF THE DELIVERABLES DO NOT LEAD TO CLIENT'S DESIRED RESULT(S).

LIABILITY UNLESS A RESULT OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, THE LIABILITY OF EITHER PART TO THE OTHER FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE AMOUNT OF CLAE CREATIVES' TOTAL FEES.

If you have any questions about our Terms & Conditions or Terms of Supply please contact us at:
info@claedesign.com

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