

FAME DESIGN Terms of Creative Service

The following terms and conditions (the "Agreement") govern all use of FAME DESIGN's creative services, such as (but not limited to), creating print-ready files, adjusting files, color matching existing print files, redesigning existing logos, creating new graphics, performing photo or video shoots and processing the resulting visual files, as well as doing other artistic work (the "Service") offered on the famedesign.shop website (the "Site"). The result of the Service is a design, photo, or video material in a digital file format (the "File"). The Service is owned and operated by FAME DESIGN LTD. ("FAME DESIGN", "FMerch" or "our").

The Service is offered subject to your (the "User" or "you") acceptance without modification of all of the terms and conditions contained herein. We also have policies and procedures including, without limitation, our [Terms of Service](#), [Return Policy](#), [Privacy Policy](#). Those policies contain additional terms and conditions, which apply to the Services and are a part of this Agreement. YOUR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THIS AGREEMENT. If you don't comply with this Agreement, don't use the Service.

1. General provisions of the Service

1.1. FAME DESIGN and the User agree on providing and using the Service according to the terms and provisions based on the interests and specifications of each User individually. Interests and specifications may relate to (but are not limited to) the format of the DESIGN and File, the difficulty of the Service and timing, and the resulting fees and costs applicable to the Service.

1.2. To use the Service, the User should provide FAME DESIGN with a description of their needs and reference images and/or sketches of the intended photo, video material, or design according to which FAME DESIGN should create the DESIGN and File. The description or visual references of the intended photo, video material or design can't contain discriminatory, abusive, disruptive, etc. content or content that infringes third party rights. The User agrees to use images or other materials not created or owned by the User for inspiration only and to inform FAME DESIGN about such use accordingly. FAME DESIGN will use reasonable efforts to create the DESIGN and File according to the description, visual appearance, style, notion and/or feel of the reference images or other materials provided to FAME DESIGN.

1.3. In case the Service is aimed to provide the User with a graphic design, FAME DESIGN undertakes to create a design draft that will be submitted to the User for a review. The User can ask FAME DESIGN to make minor improvements or changes in the design draft submitted. FAME DESIGN will use reasonable efforts to consider or attempt to make those improvements or changes, and as a result of the Service, will create the DESIGN and File.

1.4. In case the Service is aimed at providing the User with a photo of the product with User created and/or licensed content printed on it ("product samples"), the User can ask for the manufacturing of product samples. The User will be charged for the product samples according to the prices available on the Site at the moment of ordering product samples. The User can ask for the product samples after the Service is carried out if the User pays for the costs of shipping the product

1.5. The File and its intellectual property rights belong to the FAME DESIGN LTD except for the Files that are not based on the User's interests and specifications (e.g. photo or video of manufacturing blank items, etc.).

1.6. The User agrees to provide FAME DESIGN access to their account, if such access is required to fulfill the User's request.

2. Terms of payment and refunds

Payment for the Service is based on the specifications and interests of each User individually and is subject to change if the specifications or interests are altered. In some cases, when the creation of a photo or video material is requested by the User, the payment can consist of a fee for the Service itself, and of product samples used in order to provide the Service. If not stated otherwise, all payments to FAME DESIGN shall be in £ Sterling, \$ Dollars or € Euros.

Unless FAME DESIGN and the User agree otherwise, FAME DESIGN should carry out the Service when the User has accepted the payment request in their FAME DESIGN account, and the charge for the service has been successful. The User shall be responsible for paying all sales taxes, VAT, GST, and other taxes and duties associated with the Service (if and as applicable).

If the User has ordered a Service and FAME DESIGN has begun working on it, no refunds will be given, except in cases when there has been miscommunication from FAME DESIGN's side regarding the visual outcome of the Service or when FAME DESIGN denies to carry out the Service according to the User's description or visual references due to copyright issues. In this case the funds should be refunded to the User's FAME DESIGN Wallet or according to the payment method used.

In case there is a possible defect or FAME DESIGN believes that by continuing the Service there might be an infringement of third party rights, in particular, intellectual property rights' infringement, the Service is put on hold and FAME DESIGN agrees with the User how the Service could be continued.

3. Intellectual property rights

The User is responsible for submitting copyright-free and original materials, reference images or description. You acknowledge and understand that you will carry full liability in the case that materials, reference images, or description of a design provided by You infringe the rights of a third party.

The DESIGN and File created by FAME DESIGN through the Service and used to create products (merchandise) for the User, are explicitly ordered or commissioned by the User within the meaning of copyright laws of the UK, EU, U.S. or any similar or analogous law or statute of any other jurisdiction, and FAME DESIGN shall be deemed to be the sole and exclusive author of the DESIGN and File for all purposes and shall own all right, title, and interest in and to the DESIGN and File. The only exception to this provision is the ownership of the DESIGN and Files that are not based on the User's interests and specifications (e.g. photo or video of manufacturing blank items or digital mockups). For such Files, FAME DESIGN grants you a revocable, limited, royalty-free license for an indefinite period of time to use, process and customize the Files in order to promote the sale of the User's products manufactured by FAME DESIGN's partners..

4. Delivery of designs and Files

In case the Service is aimed at providing the User with a graphic design, FAME DESIGN submits the draft design to the User to review. The User has the right to ask FAME DESIGN to make minor improvements or changes as agreed in the individual specification of the Service in the submitted design draft before the final DESIGN and File. FAME DESIGN will use reasonable efforts to consider or attempt to make the improvements or changes requested by the User, and as a result of the Service will create the File. The User owns the right to complain about design draft received in the format of the File and FAME DESIGN shall undertake making the necessary changes and/or improvements, depending on the revision count agreed beforehand between the User and FAME DESIGN.

Any improvements or changes that are requested and require additional effort and work from FAME DESIGN such as (but not limited to) changing the idea or appearance of the design, adding additional elements not communicated to FAME DESIGN before starting the Service, making more improvements or changes than agreed beforehand, etc. will result in additional costs to the User. Such additional costs amount to 20% of the Service costs.

FAME DESIGN will bear all associated costs if there is a need to improve or change the File due to the Service not being carried out properly from FAME DESIGN's side. The User's only remedy in such cases is an improved or changed DESIGN and File.

5. Dates

FAME DESIGN provides the DESIGN and File to the User no later than on the date agreed after the User has made the payment, unless FAME DESIGN lacks information regarding the specifications or performance of the Service or finds a possible defect in the description or visual references or indications of third party rights infringement.

In case of a possible defect or FAME DESIGN believes that by continuing the Service there might be an infringement of third party rights, in particular intellectual property rights' infringement, the Service is put on hold and FAME DESIGN agrees with the User how the Service should be continued.

In case the User doesn't respond to FAME DESIGN about necessary improvements within a three-month period from the date when the design draft has been submitted for the User to review, it's considered that the Service has been accepted by the User and FAME DESIGN should create for the User the File it has, regardless whether the User had confirmed it or not.

FAME DESIGN should preserve indefinitely the DESIGN and File starting the day it has been provided for the User .

6. Indemnity

The User indemnifies and holds FAME DESIGN harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the User's breach of this Agreement, use (or misuse) of the Service or violation of any law or the rights of a third party.

7. Law and jurisdiction

If a dispute arises between the User and FAME DESIGN, the User is encouraged to first contact FAME DESIGN directly to seek a resolution. FAME DESIGN will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Any dispute or claim arising out of or in connection with this Agreement or its formation (including non contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of the UK.

8. Modifications

FAME DESIGN reserves the right, at its discretion, to modify this Agreement at any time. The User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by the User following such notification constitutes the User's acceptance of the changes in the terms and conditions.

9. General

No agency, partnership, joint venture, employee-employer, franchisor-franchisee relationship, etc. is intended or created by this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to the User. Headings are for reference purposes only and do not limit the scope or extent of such sections. FAME DESIGN's failure to act with respect to a breach by the User or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee that we will take action against all breaches of this Agreement.

FAME DESIGN 2021