# bydesign

# **Terms & Conditions**









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Effective Date: [ 01/01/2025 ]

#### Welcome to BGDesign House, Graphic & Web Design Studio.

By accessing and using our website https://www.bgdesignhouse.com and engaging with BGDesign House services, you agree to the following terms and conditions:

#### Services and Use:

BGDesign House offers graphic design and website design services.

While user accounts are not currently required, we may introduce account creation in the future for better management of: bookings, projects and payments.

#### **Advance Payment:**

A non-refundable deposit of 50% is required to initiate the project.

This deposit will be applied toward the total project fee and covers initial research, concept development, and scheduling. Upon project completion, the remaining 50% of the total project fee is due prior to the final delivery of all design files and assets. An invoice will be issued upon project approval, and final payment must be received within 10 business days. Payment can be processed via PayPal or approved cryptocurrency channels (BTC, ETH,Pi, USDT, TON). The project is considered complete only after the final payment is received, and the transfer of intellectual property rights will occur at that time.

#### **Transaction Fee Policy:**

Payments processed through PayPal will incur a transaction fee of 7% on the total invoice amount (e.g., for a \$1,000 fee, an extra \$70 will be charged, totaling \$1,070).

Payments made via approved cryptocurrency channels (e.g., BTC, ETH,Pi, USDT, TON) will not incur any additional fees.

# **Crypto Volatility Clause:**

In the event that the client opts to make the payment via cryptocurrency (e.g., BTC, ETH,Pi, USDT, TON), the full 100% of the total project fee is required prior to the commencement of work. This requirement is in place due to the rapid fluctuations in cryptocurrency values, which could otherwise impact the agreed-upon fee. By selecting a cryptocurrency payment method, the client acknowledges and accepts that full payment is necessary to secure the current pricing.

### **Refund Policy:**

BGDesign does not issue refunds for any payments made under this agreement. Specifically, the initial 50% advance payment is non-refundable, and no refunds will be provided after project completion once both parties have agreed on the final deliverables. However, if the client must cancel the project due to an emergency, the initial 50% advance may be applied as a credit toward a future project with BGDesign.

This credit is valid for 6 months from the cancellation date and is subject to booking availability at the time of re-engagement. The start of a new project using this credit must be confirmed by the designer to ensure availability.

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#### **Intellectual Property Rights:**

Upon full payment, BGDesign House transfers all rights and final deliverables to the Client. The Client is free to use, modify, and reproduce the work as they see fit. However, BGDesign House is not responsible for any unintended design outcomes or poor graphic applications resulting from modifications or misuse by the Client. The Client acknowledges that any alterations made to the original design may affect visual quality, brand consistency, or usability, for which BGDesign House holds no liability. Notwithstanding the transfer of rights, BGDesign House retains the right to showcase the project in its portfolio, marketing materials, and social media as part of its creative work unless otherwise agreed in writing.

#### **Contract Termination by Client:**

The Client may terminate this agreement at any time by providing written notice to the Designer. If the Client terminates the agreement before the completion of the project, the Client agrees to pay for all work completed up to the point of termination. The deposit of 50% paid by the Client is non-refundable unless the Client is forced to cancel the project due to an unforeseen circumstances, such as health emergencies or other events beyond their control, which make it impossible to continue the project.—consult the refund policy (page 1) for more information.

#### **Client Obligations:**

The Client agrees to fulfill the following obligations to ensure the timely and successful completion of the project:

- 1. Timely Provision of Materials: The Client must provide all required materials, assets, and information requested by the Designer to execute the project within the agreed timeline.
- 2. Feedback and Approvals: The Client must review the Designer's work and provideconstructive feedback or approvals promptly to avoid delays.
- 3. Payment Responsibilities: The Client agrees to make payments as per the agreed-upon schedule and terms outlined in this agreement.
- **4.** Adherence to the Scope: The Client acknowledges that any request for additional workor changes outside the agreed scope may result in additional charges or adjustments to the timeline.
- 5. Access to Required Systems: The Client must grant the Designer access to systems, platforms, or tools necessary for the completion of the project, as applicable.

# **Contract Termination by Designer:**

The Designer reserves the right to terminate this agreement by providing written notice to the Client under the following circumstances:

- 1. The Client fails to provide required materials, feedback, or approvals in a timely manner, causing unreasonable delays to the project.
- 2. The Client breaches any terms outlined in this agreement, including but not limited to payment obligations.
- 3. The Designer encounters unforeseen circumstances, such as health emergencies or other events beyond their control, which make it impossible to continue the project.
- 4. The Client exhibits a lack of respect toward the Designer through abusive language, unprofessional behavior, or persistent poor communication that hinders collaboration and the successful completion of the project.

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#### **Designer Obligations:**

The Designer agrees to fulfill the following obligations to ensure the successful execution of the project:

- 1. **Professional Conduct:** The Designer will perform all work with professionalism, diligence, and creativity to meet the Client's expectations.
- 2. **Timely Delivery:** The Designer agrees to adhere to the agreed-upon timeline for project milestones and final delivery, barring unforeseen circumstances.
- 3. Clear Communication: The Designer will maintain open and respectful communication, providing regular updates on the progress of the project and responding to Client inquiries in a timely manner.
- **4.** Adherence to Scope: The Designer will deliver work that aligns with the agreed-upon scope of the project, ensuring any deviations are mutually discussed and documented.
- **5. Ownership and Originality:** The Designer guarantees that all deliverables are original and free of copyright infringement, except where third-party assets are explicitly approved by the Client.

#### **Privacy Policy:**

BGDesign House respects your privacy and is committed to protecting your personal data. Any information collected through our website is used solely to enhance user experience and improve our services. We do not share, sell, or store sensitive personal details. For more information, please refer to our full Privacy Policy <a href="https://www.bgdesignhouse.com/privacy-policy">https://www.bgdesignhouse.com/privacy-policy</a>, otherwise you can email: bgd.designhouse@gmail.com

#### **User Engagement:**

Clients are encouraged to share and publish the work created by BGDesign House. We appreciate proper accreditation and kindly request that BGDesign House Graphic & Web Design Studio be tagged or mentioned when showcasing our work on social media, websites, or other digital platforms. For easy tagging, please use the following:

Instagram: @bgdesign.house | Facebook: bgdesignhouse

#### **Contact:**

**English** 

#### **BGDESIGN HOUSE**

Designer: Marko Dordevic Address: 11000 Belgrade, RS WhatsApp: +38165 283 6960 WhatsApp: +39 370 369 4500

**Email:** bgd.designhouse@gmail.com **Social Profiles:** Facebook - Instagram

If you have any inquiries or concerns, feel free to reach out through any of the provided contact details. Kindly ensure you read these terms thoroughly before using our services. By continuing to use our services, you acknowledge and agree to these terms.