

TERMS & CONDITIONS

The following terms and conditions apply to all services offered by The Mayoros Agency. By ordering services from us you are agreeing to the following terms and conditions.

Contract Acceptance/Right of Refusal

- We reserve the right to refuse to construct a design which we may judge as unfit due to content or otherwise. This includes, but is not limited by, designs containing adult oriented material such as pornography, designs which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and services which infringe copyright or are contrary to US laws.
- The acceptance of a commission shall be deemed as a contractual agreement between the client and The Mayoros Agency.

Payment

- The Mayoros Agency requires that upon completion and invoicing of the project your balance is paid in full. Some services may require a deposit before work can begin. **The grant of any license or right of copyright is conditioned on receipt of full payment.**
- The Mayoros Agency expects payment by check, credit card or cash within 15 days of the invoice date. Any late payments will be charged a 5% penalty after due date and an additional 5% after each 30 days period. In case collection proves necessary, the client agrees to pay all fees incurred by that process. The client agrees that for purposes of venue, this contract was entered into in York County, South Carolina, and any dispute will be litigated or arbitrated in York County, South Carolina. Please pay on time. Any payment returned by the bank will incur a \$25 administration charge.

Estimates & Pricing

- The fees and expenses shown in estimates do not reflect final costs. Final fees and expenses shall be shown when the invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by more than 15%.
- The Mayoros Agency reserves the right to alter prices at any time without notice. If a client has commissioned any services from The Mayoros Agency prior to a change in prices, that commission will not be subject to an increase, but any subsequent commission may be subject to an increase.

Revisions

- The Client shall be responsible for making additional payments at our hourly rate for any changes requested by the Client in the original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer The Mayoros Agency the first opportunity to make revisions.

Expenses

- The client shall reimburse The Mayoros Agency for all expenses arising from this assignment, including but not limited to the payment of any sales tax dues, postage and handling, travel expenses, long-distance phone charges, royalty-free photos, paper samples, disks, color outputs or other materials needed to complete the project.

Timelines

- The Mayoros Agency cannot always guarantee to start work immediately on a commission but will arrange a date with the client as to when work can commence.
- If, during the design process, the client does not supply the content required in order to complete the commission or complete a review of the artwork to provide feedback, within a reasonable amount of time, The Mayoros Agency will at its sole discretion set forth a new timeline.

Cancellation

- If at any point during the design process a client wishes to cancel, they may do so but will be invoiced an amount that The Mayoros Agency judges to be proportional to the amount of work completed on the commission. Ownership of all copyrights and the original artwork shall be retained by The Mayoros Agency.
- If, during the design process, the client does not supply the content required in order to complete the commission or complete a review of the artwork to provide feedback within a reasonable amount of time, The Mayoros Agency will consider that the client wishes to cancel the commission.

Ownership and Return of Artwork

- All material, both text and images, supplied by the client and used in the construction of the client's designs, will remain the client's property. The client represents to The Mayoros Agency and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished for inclusion in commissions are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend The Mayoros Agency from any claim or suit arising from the use of such elements furnished by the client.
- The copyright for all material provided by The Mayoros Agency, such as artwork, designs, HTML code, graphics, photographs and text, will remain the property of The Mayoros Agency. At such time as payment has been made in full, the client is assigned rights to use the design, graphics, and text contained in the final finished assembled piece. Rights to all work-product including but not limited to photos, graphics, source code, work-up files, non-selected designs and computer programs are specifically not transferred to the client, and remain the property of their respective owners. The Mayoros Agency retains the right to use all designs for publicity and marketing purposes including but not limited to its portfolio (both in print and on-line), marketing materials, and trade publicity. Royalty-Free photographs and cd library purchases remain the property of The Mayoros Agency and single images will be supplied for the clients specific use. It is the clients responsibility to uphold usage policies for all Royalty-Free photographs purchased.

Ownership of Email & Contact Information

- We take spam regulations very seriously. Client warrant that all provided email addresses and contact information have "opted-in" or requested information from the client. *Purchased email lists & addresses are not allowed.* For more information on Spam Rules and Regulations please consult your attorney, The Coalition Against Unsolicited Email (www.cauce.org) or Spam Laws (www.spamlaws.com). All addresses both physical location and email, supplied by the client and used in the construction of the client's designs, will remain the client's property. The client represents to The Mayoros Agency and unconditionally guarantees that the client has permission from the rightful owner to use these addresses, that they have not been purchased, and will hold harmless, protect, and defend The Mayoros Agency from any claim or suit arising from the use of such elements furnished by the client.

Releases

- The Client shall indemnify The Mayoros Agency against all claims and expenses, including attorney's fees, due to uses for which no release was requested in writing or for uses that exceed authority granted by a release.

Warranty of Originality

- The Mayoros Agency warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published or that consent to use has been obtained. This warranty does not extend to any uses that the Client or others may make of The Mayoros Agency' product that infringe on the rights of others. The Client expressly agrees that it will hold The Mayoros Agency harmless for all liability caused by the Client's use of The Mayoros Agency' product to the extent such use infringes on the rights of others.

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Limitation of Liability

Client agrees that it shall not hold The Mayoros Agency or its agents liable for any incidental or consequential damages that arise from The Mayoros Agency's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of The Mayoros Agency or a third party.

By agreeing to these terms and conditions your statutory rights are not affected. The Mayoros Agency reserves the right to change or modify any of the terms and conditions. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Last updated September, 2010

Laws Affecting Artwork Usage & Designs

From time to time governments enact laws and levy taxes and tariffs affecting electronic commerce and other areas that affect designs. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend The Mayoros Agency from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

Mayoros Agency Shared Web Hosting

It is a violation of policy for any user of any Mayoros Agency web and email services to effect or participate in any of the following activities through their Mayoros Agency provided service:

1. To post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, email mailing lists or other similar groups or lists;
2. To post to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
3. To send unsolicited emailing to more than twenty-five (25) email users, if such unsolicited emailing could reasonably be expected to provoke complaints;
4. To use services for illegal activities and activities harmful to others computers, data, software or networks including but not limited to hacker activities, virus creation and distribution, denial of services attacks, email bombs etc.
5. To use Mayoros Agency services to post the following on the Internet:
 - 5.1. Copyright, trademark, patent, trade secret or other intellectual property infringement, including but not limited to offering pirated computer programs or links to such programs, serial or registration numbers for software programs, copyrighted music, copyrighted images; copyrighted texts etc.
 - 5.2. Displaying material that exploits children under 18 years of age;
 - 5.3. Displaying material containing nudity or pornographic material of any kind
 - 5.4. Providing material that is offensive to the online community, including but not limited to profanity, bigotry, prejudice, racism, hatred, etc.
 - 5.5. Promoting or providing information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals;
 - 5.6. Defaming any person or group;
 - 5.7. Promoting or soliciting for participation in multilevel marketing or pyramid schemes.
 - 5.8. Gathering personally identifiable information for unlawful purposes.

Dispute Resolution

Any disputes arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fee, and legal interests on any award of judgement in favor of The Mayoros Agency.