



## Terms & Conditions Of Service

Miracleworkstudios (PTY) LTD may at any time, without notice to the client and in its sole discretion, amend the terms and conditions from time to time. Please review the terms and conditions periodically.

LAST UPDATED SEPTEMBER 2014

## RIGHTS AND OWNERSHIP

### Rights

All services provided by Miracleworkstudios shall be for the exclusive use of the client other than for Miracleworkstudios' promotional use.

Upon payment of all fees, the following reproduction rights for all approved final designs created by Miracleworkstudios for projects shall be granted:

1. Client to gain full transferable rights to brand identity.
2. Client to gain full license to reproduce works through commercial printers.

### Ownership

The client shall be entitled to full ownership of all final artwork or products created during the project upon full payment of the agreed fees.

### Rights of Refusal

Miracleworkstudios 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.

Miracleworkstudios also reserves the right to refuse to include submitted material without giving reason.

In the situation where any images and/or data that Miracleworkstudios does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow Miracleworkstudios to remove the contravention without hindrance, or penalty.

Miracleworkstudios is to be held in no way responsible for any such data being provided or included.

## MIRACLEWORKS SERVICES

(Print Design, Web Design, 2D & 3D Design, Motion Graphics, Illustrations, Video Production)

50% Deposit or full payment is due before commencement of any work for any design, illustration or animation services.

Design project lead times are scheduled once the deposit payment is received from client by Miracleworkstudios.

## OUR PRIVACY POLICY

All personal and/or business information Miracleworkstudios receives from clients remains private and confidential.

Miracleworkstudios does not give away, sell, or reuse personal and/or business/ company information.

## OUR REFUND & CANCELLATION POLICY

Payment for design/ animation projects may be refunded in full within 5 working days of project commencement, less the cost of work undertaken already and the cancellation fee.

There are no refunds anytime after expiry of refund deadline period.

There are no refunds on any completed work. Work in progress may be cancelled, but payment will be due for work completed up to that point.

If service is terminated due to a violation of any of our policies, a refund will not be issued.

Service cancellations and refund requests will be accepted in fax or e-mail, and must be received by the stated cancellation deadline.

All refund requests must be made by the organization's primary contact.

Refunds will be processed within 30 days of the cancellation date and will be made through electronic transfer.

The placement of an order for design and/or any other services offered by Miracleworkstudios, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are freely available at [www.miracleworkstudios.com](http://www.miracleworkstudios.com)

Accepting the estimate constitutes accepting the quotation and agreement to comply fully with all the Terms and Conditions. It stands as a Contract for Business between you the client and Miracleworkstudios.