



TERMS & CONDITIONS

Revised October 21, 2025

These Terms and Conditions ("Terms") govern all design and creative services provided by Peak'd Graphic Design Agency ("we," "our," or "the Agency") to you ("the client"). By engaging our services, you acknowledge that you have read, understood, and agreed to these Terms in full.

We reserve the right to update or modify these Terms at any time without prior notice. The latest version will always be available upon request.

PAYMENT POLICY

Before any work can begin, you (the client) agree to pay 100% of the fees due once the invoice has been sent out. Partial payment will not be accepted and the designer will not begin the project until payment has been made in **FULL**.

- 1.1. All projects require 100% upfront payment before any work begins.
- 1.2. Partial payments or cash on delivery are not accepted.
- 1.3. Payments can be made via the following methods:

Official Website (www.peakdgraphics.com)

Zelle
Cash App
PayPal
US bank-to-bank transfer

Account details will be shared after project confirmation.

1.4. Once payment has been received, the project will commence. No refunds will be issued after work begins. Account Information will be given once the form is completed and the project is confirmed.

REFUND POLICY

- 2.1. No refunds will be provided once the design process has started.
- 2.2. If you are dissatisfied with the service, we may, at our discretion, offer revisions or credit toward future services. Credits are not guaranteed.
- 2.3. Incorrect payment amounts sent are the client's responsibility. Adjustments will incur a JMD \$1,000 / USD \$10 administrative fee or any applicable transfer fees.

DESIGN OWNERSHIP & COPYRIGHT

- 3.1. All designs created by Peak'd Graphics remain the intellectual property of the Agency until full payment is received.
- 3.2. Once paid in full, ownership rights to the final design transfer to the client.
- 3.3. Drafts, samples, and revisions remain the property of Peak'd Graphics and may not be copied, shared, or used as inspiration for other designers. Unauthorised use constitutes a copyright infringement.
- 3.4. Peak'd Graphics reserves the right to display completed work in portfolios, advertisements, or social media for promotional purposes.
- 3.5. We reserve the right to refuse any project that promotes illegal activity or contradicts our ethical standards.
- 3.6 For website creation, the fee charged is **solely for the work** of the graphic designer and does not include the subscription fee, domain fee and any other fees that might arise.



REVISION POLICY

All designs provided remain the full property of Peak'd Graphics and should not be reproduced or distributed to other respondents without permission from the proprietor. For businesses or personnel which require more than one (1) input, arrangements can be made to create a WhatsApp group to communicate and gather feedback on the designs provided.

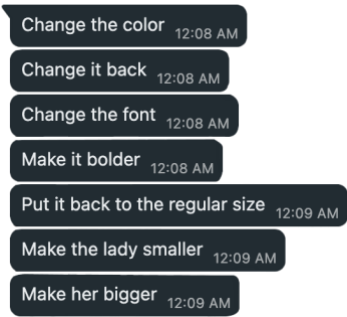
- 4.1. Clients are entitled to three (3) free revisions per project.
- 4.2. All requested revisions should be submitted together in one message for efficiency.
- 4.3. Additional revisions beyond the three included will incur a USD \$20 fee per change.
- 4.4. Excessive indecisiveness or unclear feedback may delay turnaround time.
For example:

I present you (the client) with an e-flyer for social media and you don't like the colour, font, font size or design in general.

YOU WOULD SEND THE MESSAGE LIKE THIS:



PLEASE DO NOT SEND A MESSAGE LIKE THE FOLLOWING:



This image shows indecisiveness and can be very time-consuming for the designer. The designer advises you to gather your thoughts and communicate with them the following day.

Once those 3 changes are fulfilled and there are additional revisions needed, a fee of \$1,500 JMD/ \$ 10 USD will be added to your invoice before delivery of the final design.

TURNAROUND TIME

- 5.1. Standard projects (e.g., social media designs, flyers) are typically completed within 2 business days.
- 5.2. Larger projects (e.g., websites, magazines, branding packages) may take 7–30 business days, depending on complexity.
- 5.3. Delays may occur due to high workload, emergencies, or other unforeseen circumstances. We will communicate any significant delay promptly.

DELIVERY & FILE FORMATS

6.1. Final designs will be delivered in the following formats based on project type:

- Logos: .png, .svg
- Graphics & Marketing Materials: .png, .jpg, or .jpeg
- Magazines & Publications: .pdf
- Websites: Ownership transfer via email after full payment



DELIVERY & FILE FORMATS CONT'D

6.2. Additional file formats or editable source files (e.g., PSD, AI) may be provided upon request for an additional fee.

LIMITATION OF LIABILITY

7.1. Peak'd Graphics will not be held liable for any loss, damage, or claim arising from:

- Misuse of design materials by the client or third parties
- Delays caused by the client's inaction or lack of communication
- Technical issues beyond our control

7.2. The Agency's total liability shall not exceed the amount paid by the client for the project in question.

CONFIDENTIALITY

All information shared by the client is treated as confidential and will not be disclosed to third parties, except as required by law or with the client's consent.

ACCEPTANCE OF TERMS

By engaging with Peak'd Graphics and making payment, you confirm that you have read, understood, and agreed to these Terms and Conditions in full.

We thank you for considering us for your next project and hope for a smooth and transparent process.