PAYMENTS, TAXES, AND REFUND POLICY

(a) You must pay the Fees and Additional Costs to us within 14 days after the date on which we issue you an invoice for those Fees and Additional Costs in accordance with this clause 14.

(b) If the Fees exceed $1,000 + GST, we may issue invoices for:

i) 40% of Fees on delivery of Design Concepts to you;

ii) 60% of Fees upon delivery of Artwork Draft 2 to you; and

iii) All Additional Costs upon completion / delivery of job to you, and we reserve the right to issue a “Work in Progress ”invoice at the end of each calendar month for the Fees and Approved Expenses incurred up to the date of the invoice if the Project has been active for over 30 days and has stalled, been placed on hold or delayed by you.

(c) For totals greater than $500; Payment terms are 50% on acceptance of the quote, 40% after half the work is completed and final 10% upon completion.

Please read our <a href = "../payment" > Payment & Refund Policies <a/> for all details.

Clients agree that Client’s payment will be processed by Custom Assist. Client agrees that Custom Assist may charge Client’s payment method for any additional products and services purchased by you. Clients are responsible for providing Custom Assist with a valid payment method for payment of all fees.

If Client’s payment method for Custom Assist is invalid, Client will have ten (10) days to provide another method of payment or Client’s services will be suspended will be taken down until Client’s account is paid in full. Client agrees that Client is responsible for full payment of fees for the Product regardless of whether Client actually participates, completes or utilizes the Product and regardless of whether Client has selected a lump sum or monthly payment plan.

Custom Assist does not refund fees. Client agrees that if, for any reason, Client chooses to cancel the Product prior to the end date of the Commitment Period, Client remains obligated to pay or continue paying any remaining outstanding balance(s) in full. To further clarify no refunds will be issued and all scheduled payments must be paid on a timely basis whether Client completes and utilizes the Product or not.

Timely Completion of Project or Services.

Client understands and acknowledges that timely completion of any Services depends on Client’s participation in the Process. Client agrees that once Client has approved the creative direction of the project, Company will proceed to completion without additional changes or requests from the Client. In the event that additional changes or revisions are requested after delivery of the final product, the additional changes or revisions will incur an additional charge.

Revisions

Any creative project has the potential to require revisions. Revisions may incur an additional fee, payable prior to the completion of the revisions.

Cancellation

If Client chooses to cancel a Service provided, the Client must notify customer service two weeks prior to the next payment cycle. Information should be transmitted electronically to <a href = "mailto:info@customassist.com" >info@customassist.com<a/>.

No Guaranty.

Company has made every effort to accurately represent the Product and its potential benefits. Results can and do vary, therefore the Company makes no guarantees. The testimonials and examples used are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual or company’s success depends on many factors, including but not limited to, his or her background, dedication, starting point in their business or personal growth journey, desire and motivation.

Disclaimer. Custom Assist does not provide legal, tax, accounting or financial advice and the information provided to Client is not intended as such. Client should refer all legal, tax, accounting and financially related inquiries to appropriately qualified professionals.

Termination for Unprofessionalism.

Company is committed to providing all Program participants with a positive Program experience. By accepting, Client agrees that the Company may, at its sole discretion, terminate this agreement and limit, suspend or remove any participant from continuing at any time without a refund if the participant ceases to follow the Program guidelines, becomes disruptive or difficult to work with.

Appointments may be rescheduled with in 24 hours prior notice. If Client fails to give proper notice, Client may be asked to pay an additional fee for the missed appointment.

INTELLECTUAL PROPERTY

Confidentiality. Company respects Client’s confidential and proprietary information, ideas, plans and trade secrets. Client specifically agrees to respect Company’s confidential and proprietary information, ideas, plans and trade secrets.

By accepting, Client agrees:

(1) not to infringe the Company’s copyright, trademark, trade secret or other intellectual property rights,

(2) that any information shared by the Company is confidential and proprietary and belongs solely and exclusively to the Company,

(3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion during Program sessions. By signing below Client further agrees that

(4) all materials and information provided to Client by the Company are its confidential and proprietary intellectual property, belong solely to and exclusively to the Company and may only be used by Client as authorized by the Company, and

(5) the reproduction, distribution and sale of these materials by anyone but the Company is strictly prohibited.

Further, by accepting, Client agrees that if Client violates or displays any likelihood of violating any of the agreements contained in the paragraph, then Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

Use of Graphics.

Client acknowledges that many of the images provided to Client through this service are purchased by Company from its sources. Company grants to Client a non-exclusive, perpetual, and worldwide, non-transferable and non-sublicensable license to use the images provided an unlimited number of times in whole or in part in the creation of an item within the scope of permitted uses but does not entitle Client to the copyright and/or intellectual property rights. All copyright and/or other intellectual property rights to the original Files are reserved by the Company.

Examples of permitted use:

Digital use: sites; advertising banners; screen savers; wallpapers; software (for PC and mobile devices); e-cards; e-mails; e-books; presentations (PowerPoint, Flash, etc.); videos and TV advertising; unofficial logos; personal use; etc.

Printed use: advertisements in newspapers and magazines; printed advertising materials; covers and illustrations for books, newspapers, magazines; business cards; flyers; posters; CD/DVD covers; wrappers, labels and product packaging; stationery: folders, notebooks, pens, pencils and stickers; charms; calendars; mugs and glasses; mousepads; T-shirts, clothing; personal non-commercial use; etc.