**Terms and Conditions**

1. **Introduction** Welcome to Da Don Designz. These Terms and Conditions govern the sale of apparels like t-shirts through our website [www.dadondesignz.com](http://www.dadondesignz.com). By purchasing our t-shirts, you agree to comply with these terms.
2. **Order Process** 2.1 All orders placed through our website are subject to acceptance and availability. 2.2 We reserve the right to refuse or cancel any order for any reason, including but not limited to product availability, errors in the description or price of the product, or issues identified by our fraud detection system.
3.  **Pricing and Payment** 3.1 All prices are listed in USD and include applicable taxes, unless otherwise stated. 3.2 We accept online payment through Credit/Debit Cards: Visa, MasterCard, American Express, Discover or Bank Transfers: Direct bank-to-bank transfers, ACH transfers, Invoices. 3.3 Prices and availability of products are subject to change without notice.
4.  **Shipping and Delivery** 4.1 Shipping costs are calculated based on the delivery location and the size and weight of the order. 4.2 Delivery times are estimates and may vary. We are not responsible for delays, damages, or errors caused by shipping carriers or customs clearance. 4.3 Risk of loss and title for purchased goods pass to you upon our delivery to the carrier.
5.  **No** **Refunds and No Exchanges** 5.1 We DO NOT accept refunds or exchanges for any purchases and especially for custom made orders or graphic design artwork.
6.  **Intellectual Property** 6.1 All content on our website, including but not limited to text, graphics, logos, images, and software, is the property of Da Don Designz and is protected by copyright and other intellectual property laws. 6.2 You may not reproduce, distribute, modify, or use any content from our website without our prior written consent.
7.  **Limitation of Liability** 7.1 To the fullest extent permitted by law, Da Don Designz shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use or inability to use our products or services.
8.  **Governing Law** 8.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Colorado. 8.2 Any disputes arising from these terms shall be resolved exclusively in the courts of Colorado
9.  **Changes to Terms and Conditions** 9.1 We reserve the right to update or modify these Terms and Conditions at any time without prior notice. 9.2 Your continued use of our website and purchase of our products following any changes to these terms constitutes your acceptance of the revised terms.
10.  **Contact Information** 10.1 If you have any questions or concerns about these Terms and Conditions, please contact us at [info@dadondesignz.com](mailto:info@dadondesignz.com).

**Graphic Design Services Agreement**

**Client-Provided Artwork & Designer-Created Artwork**

**Terms and Conditions**

This agreement outlines the terms and conditions for graphic design services provided by, **Da Don Designz**, whether the client provides artwork or requests the designer to create original designs.

**1. Services Provided**

The Designer agrees to provide graphic design services, including but not limited to logo design, branding, print materials, digital graphics, and other creative work as agreed upon between the Designer and Client.

**2. Acceptance of Artwork**

**2.1** For client-provided artwork, the client must ensure high-resolution files.

**2.2** For designer-created artwork, the client must provide clear direction and expectations before work begins. The designer is not liable for any quality issues arising from low-resolution or improperly formatted files.

**3. Revisions & Edits**

**3.1** For client-provided artwork: Minor adjustments may be made to fit design specifications, with major changes discussed prior to implementation. Additional revisions may be subject to extra fees.

* 1. For designer-created artwork: The designer provides up to 8 revisions based on the initial concept and package(s) chosen. Additional revisions may incur extra fees.

**4. Ownership & Usage Rights**

* 1. Upon full payment, the Client will receive rights to use the final design for personal or business purposes.
  2. The Designer retains the right to showcase the work in portfolios and promotional materials unless otherwise agreed.
  3. For client-provided artwork: The client guarantees legal rights to the artwork. The designer holds no liability for copyright disputes.
  4. For designer-created artwork: The designer retains copyright ownership unless otherwise agreed in writing and will not be held liable for any legal disputes regarding intellectual property.

**5. Approval Process**

The client is responsible for reviewing final designs before approval. Once approved, the designer is not liable for errors discovered afterward.

**6. File Delivery**

**6.1** Final design files will be delivered in agreed formats.

**6.2** The designer is not responsible for lost files after delivery.

**6.3** The designer will not retain responsibility for file storage post-delivery.

**7. Payment Terms**

* 1. Full Payment is required before work begins.
  2. Payments must be completed as per the agreed invoice.
  3. We accept online payment through Credit/Debit Cards: Visa, MasterCard, American Express, Discover or Bank Transfers: Wells Fargo Zelle and Invoices.

**8. Refunds & Cancellations**

* 1. No Refunds will be issued for mock-ups, revisions and work already completed for artwork and logos.
  2. No Refunds will be issued If Client chooses to cancel the project and not to proceed with the completion. Client must notify the Designer via email project has been cancelled.
  3. Refunds are not available for issues related to the quality of the provided artwork.

**9. Project Abandonment**

If the project becomes inactive due to lack of client communication or response:

**9.1** After 24 hours of no response to our communications, the project will be considered abandoned.

* 1. The Full Payment is non-refundable as it covers time invested in project initiation, planning, and preliminary work.
  2. All work completed up to the point of abandonment has been compensated for.
  3. To resume the project after abandonment, Full Payment is required.
  4. We, Da Don Designz, reserve the right to terminate projects and retain payments for services rendered when clients fail to provide necessary feedback, materials, or communication required to complete the project.

**10. Delivery Time**

* 1. Estimated project completion time will be within 3 to 5 business days.
  2. Delays due to Client feedback or changes may affect the timeline.

**11. Liability & Indemnification**

* 1. The Designer is not responsible for any printing errors, licensing issues, or misuse of the design after delivery.
  2. The Client is responsible for ensuring proper usage.
  3. The client agrees to indemnify the designer against claims related to provided artwork. The designer is not responsible for legal issues arising from improper use of original artwork created for the client.

**12. Confidentiality**

Both parties agree to keep confidential any private business information shared during the project.

**13. Governing Law**

These terms are governed by the laws of Colorado, USA.

**14. Agreement Confirmation**

By proceeding with the project, the client acknowledges and agrees to these terms.

If you have any questions or concerns about these Terms and Conditions, please contact us at [info@dadondesignz.com](mailto:info@dadondesignz.com).