



Daniël-James Media
GRAPHICS - WEB - VIDEO - MARKETING

- *Design Tomorrow Together* -

[Terms of Service Agreement]

Last Updated 01/07/2020

1. For the purpose of simplifying this document the company name Daniel James Media will also be reflected as DJM.
2. End product designs and marketing may vary from original planning and discussions throughout the project process.
3. Billing is always agreed upon by the client and may increase or decrease depending on hours spent or variables of the project or campaign. Changes in price will be discussed and agreed on before projects move any further than over budget.
4. We donate 11% of gross income sales from clients to help South African and USA communities to create jobs, elevate corruption and support orphans in need. Daniel James Media is not subject to or held fixed by these terms and donations can vary outside of these parameters.
5. Marketing results can vary from client to client and projections aren't guarantees. Some campaigns and markets take longer to configure as well as produce results.
6. Clients are responsible to follow up and close leads that are provided from Daniel James Media (DJM). Best results come from 24 hour follow up on leads that are generated phone calls produce the most sales then texts then emails then social media interactions.
7. When canceling/transferring domains, contracts or agreements a one time fee of \$35 is charged.
8. Website transfer fees can be seen on the pricelist link to the website <https://www.danieljamesmedia.com/pricelist>. Please note some websites can't be moved to another platform and DJM won't be responsible for these changes.
9. Websites can include a copyright ownership buyout fee of \$299 depending on the upfront agreement of the client and DJM.
10. Projects payment plans can feature 50% upfront payment and a 50% at project delivery payment. If payments aren't made DJM reserves the right to withhold delivery until payments are fully paid.

11. Variations of designs iterations stipulated (addons, revisions or changes) will cost more if it is outside and beyond the scope of work agreed upon.
12. You agree that some or all work may be subcontracted out to handpicked freelancers by Daniel James Media. These situations occur and are not limited to if we are busy or cannot fulfill your project alone or on time. We are not liable but will ensure inspection and thorough follow up of work and quality. Timelines may vary.
13. Monthly invoices are billed between the 1st - 28th of every month and are due before the last day of that same month or approximately 10 days (this day range can vary) from when the invoice was sent. For eg: Invoiced on February 20th is Due on February 28th. Missed payments after a 15 day period result in a \$35 fee occurring every 15 days.
14. 2 months of missed payment will result in services being temporarily offline/on hold until outstanding balances are paid in full.
15. If a client pays for a project deposit but doesn't get back to me within 15 days to review current work or doesn't give order specifications the deposit is forfeited or returned based on the current situation.
16. Clients are required to pay the final balances in full in order to receive their project files or websites etc. Content won't be released unless agreed upon.
17. Estimates or quotes that expire might be reset and sent at a different price point based on clients project needs. Extra work not clarified within the estimate might have add on cost if more is required by the client.
18. Promotional pricing and agreements aren't fixed and are subject to change after expiration dates or if payments aren't received before these promotional/sale periods.
19. We reserve the right to be selective with clients and industries to work with based on company size our timeline our values, morals and belief system may be Biblical or not. We service clients out of mutual respect and without agenda that is tied back to Daniel James Media. Our work is outside of alignment with the clients values or beliefs. Meaning that because we service a client doesn't mean we endorse what that client says or does. Client work won't be reflected back on our standing.
20. Our work may not be copied or reused unless agreed upon by us with written consent or paid for and released by agreement via email at minimum.
21. We won't be liable for harm, hacking viruses or blackouts of your website we do not offer guarantees but we do offer support.
22. Clients are responsible to follow up with maintenance requests, spelling errors, mistakes etc. Charges may apply if it is after or above monthly free services.
23. Website platforms can vary depending on client needs ect. Lower budget to higher budget clients.
24. Clients provide knowledge on their own industry. We aren't experts at industries rather in design and our project scopes, DJM's team have research and development services but won't guarantee industry standards. Rather we will rely on your knowledge and guidance for these insights.

25. Initial meetings and planning may not be charged but other added meetings or meetups agreed upon may be charged into the bill. The same applies to gas/cost for certain projects that involve driving or travel or lodging/accommodation.
26. Based on projects clients can be responsible to cover rental equipment costs plus insurance costs above this cost.
27. Deadlines and timelines can vary/change at any time and are not set in stone.
28. By accepting an estimate, invoice, making payment or email confirmation you agree with the DJM terms of service states on this document or within email/contractual agreements. Lastly signatures or signing off isn't required to solidify these agreements.

Sincerely

A handwritten signature in black ink, appearing to read "Daniel", enclosed within a hand-drawn, irregular triangular shape. The signature is slanted and includes a small mark resembling a stylized "Z" or "3" above the letter "n".

Daniel James van den Berg - Founder of DJM
