

DANI'S CREATIVE SOLUTIONS

Client Services Agreement

1. Parties

This Agreement is between Dani's Creative Solutions ('Company') and the Client identified below.

2. Services

Company will provide the creative, marketing, website, AI-assisted, branding, photography, video, printing coordination, consulting, or other services described in the proposal or invoice.

3. Deposit

A non-refundable deposit of 50% is required before work begins unless otherwise agreed in writing.

4. Payment

Final payment is due before final files, website launch, source files, printing, or transfer of ownership.

5. Revisions

Two rounds of revisions are included unless otherwise stated. Additional revisions are billed at the current hourly rate.

6. AI Services

The Client acknowledges that AI tools may be used as part of the creative process. AI-related subscription, credit, licensing, or third-party fees may be billed separately when applicable.

7. Intellectual Property

All concepts, drafts, source files, prompts, workflows, editable files, and creative methods remain the Company's property until paid in full.

8. Portfolio Rights

Client grants Dani's Creative Solutions permission to display completed work on its website, portfolio, social media, proposals, presentations, and marketing materials unless a separate written NDA states otherwise.

9. Website Terms

Client is responsible for domain registration fees unless otherwise agreed. Maintenance is separate from design. Company is not responsible for third-party outages or software updates outside its control.

10. Client Warranty

Client warrants it owns or has permission to use all materials supplied to Company.

11. Chargebacks

Initiating a chargeback does not cancel the Client's contractual payment obligations. Company may suspend services and pursue lawful collection remedies.

12. Non-Disparagement

Neither party shall knowingly publish false or malicious statements about the other. This does not restrict truthful statements or legally protected communications.

13. Digital Asset Retention

Project files may be retained for 90 days after completion. Long-term storage is not guaranteed.

14. Rush Projects

Rush projects may incur an additional fee of 25%–100% depending on urgency.

15. Limitation of Liability

Company's liability shall not exceed the amount paid for the project. No guarantee is made regarding sales, SEO rankings, advertising results, or business growth.

16. Indemnification

Client agrees to indemnify Company against claims arising from Client-supplied content or unlawful use of deliverables.

17. Attorney's Fees

Where permitted by law, the prevailing party in a dispute may recover reasonable attorney's fees and costs.

18. Electronic Signatures

Electronic signatures shall have the same legal effect as handwritten signatures to the fullest extent permitted by law.

19. Governing Law

This Agreement is governed by the laws of the state where Dani's Creative Solutions principally operates unless otherwise stated.

INTELLECTUAL PROPERTY & COPYRIGHT AGREEMENT

This Intellectual Property & Copyright Agreement ("IP Agreement") is incorporated into and forms part of the Client Services Agreement between ****Dani's Creative Solutions**** ("Company") and the Client.

1. Ownership of Creative Work

Unless otherwise agreed in writing, all intellectual property created by Dani's Creative Solutions remains the exclusive property of the Company until all invoices have been paid in full.

This includes, but is not limited to:

- * Logos
- * Branding Systems
- * Website Designs
- * Web Graphics
- * Marketing Materials
- * Flyers
- * Brochures
- * Business Cards
- * Book Covers
- * Social Media Graphics
- * Videos
- * Animations
- * Motion Graphics
- * Photography

- * Photo Manipulation
- * AI-Assisted Designs
- * Prompt Engineering
- * Digital Illustrations
- * Templates
- * Mockups
- * Source Files
- * Editable Files
- * Original Concepts
- * Design Systems
- * Color Palettes
- * Typography Choices
- * Custom Icons
- * Digital Assets
- * UI/UX Layouts
- * Wireframes
- * Landing Pages
- * Sales Funnels

2. AI Generated Projects

The Client understands that Dani's Creative Solutions may utilize Artificial Intelligence tools as part of its creative workflow.

Examples include:

- * Image Generation
- * Image Enhancement

- * Photo Restoration
- * Video Creation
- * Animation
- * Voice Generation
- * Copywriting Assistance
- * Code Generation
- * Website Development
- * Layout Creation
- * Mockups
- * Illustration
- * Background Removal
- * Upscaling
- * Object Replacement
- * Graphic Design Assistance

AI is used only as a creative production tool.

Dani's Creative Solutions applies professional editing, design expertise, quality control, originality, and creative judgment to produce the final deliverables.

3. AI Fees

Projects utilizing premium AI services may require separate charges including:

- * AI Generation Credits
- * Third-Party Software Fees
- * Premium Image Licensing
- * Video Rendering Costs
- * Cloud Computing Charges

- * Premium Font Licensing

- * Stock Photography

- * Stock Video

- * Voice Licensing

These fees are separate from design fees and must be paid before work begins unless otherwise agreed.

4. Ownership of AI Prompt Engineering

All prompts, workflows, prompt libraries, AI instructions, automation systems, prompt engineering techniques, workflows, templates, proprietary methods, and creative processes developed by Dani's Creative Solutions remain the exclusive intellectual property of the Company.

The Client receives only the final deliverables unless otherwise agreed in writing.

5. Copyright Transfer

Copyright transfers only after:

- * Full payment

- * Cleared funds

- * Completion of project

Until then, all copyrights remain with Dani's Creative Solutions.

6. Portfolio Rights

The Client grants Dani's Creative Solutions a perpetual, irrevocable, worldwide, royalty-free license to display completed projects for:

- * DanisCreativeSolutions.com

- * Portfolio

- * Social Media

- * Marketing

- * Advertising

- * Trade Shows

- * Educational Purposes

- * Presentations

- * Award Submissions

- * Printed Materials

- * Demonstrations

This includes AI-generated work, edited work, hybrid work, and traditional design work.

7. Ownership of Working Files

The Client is purchasing the finished product—not the Company's internal production assets.

Unless specifically purchased separately, the following remain the exclusive property of Dani's Creative Solutions:

- * PSD Files
- * AI Files (Adobe Illustrator)
- * INDD Files
- * After Effects Files
- * Premiere Files
- * Blender Files
- * Canva Working Files
- * Figma Files
- * Prompt Libraries
- * Photoshop Layers
- * Source Code Libraries
- * Design Systems
- * Motion Templates

8. Unauthorized Use

No draft, preview, watermarked file, mockup, proof, or concept may be used by the Client before final payment.

Unauthorized use constitutes copyright infringement.

9. Trademark Responsibility

The Company does not guarantee that any logo, slogan, business name, or design is legally available for trademark registration.

The Client is responsible for conducting trademark searches and obtaining legal advice before registration.

WEBSITE DESIGN & DEVELOPMENT AGREEMENT

1. Domain Ownership

If the Client purchases the domain:

The Client owns the domain.

If Dani's Creative Solutions purchases the domain on behalf of the Client:

Ownership transfers after reimbursement of all related costs.

Failure to reimburse domain costs may delay transfer.

2. Hosting

The Client owns the hosting account unless otherwise agreed.

If hosting is managed by Dani's Creative Solutions:

The Company reserves the right to suspend hosting services for:

- * Non-payment
- * Abuse
- * Illegal activity
- * Security concerns
- * Violations of this Agreement

3. Website Maintenance

Maintenance services are separate from website design.

Unless covered under a maintenance agreement, the Company has no obligation to:

- * Update plugins
- * Update themes
- * Repair hacked websites
- * Fix malware
- * Perform backups
- * Update content
- * Restore deleted files

4. Security

Although commercially reasonable security measures are used, Dani's Creative Solutions does not guarantee that any website will be immune from:

- * Malware
- * Hacking
- * Viruses
- * Data breaches
- * DDOS attacks
- * Third-party vulnerabilities

Clients are encouraged to maintain appropriate security measures, including strong passwords and, where appropriate, security plugins or services.

5. Website Content

The Client warrants that all text, images, videos, logos, trademarks, and other materials supplied to the Company are owned by the Client or properly licensed.

The Client agrees to indemnify the Company against any claims arising from materials provided by the Client.

6. Third-Party Software

Websites may include:

- * WordPress
- * Shopify
- * Wix
- * Squarespace
- * Elementor
- * WooCommerce
- * Plugins
- * APIs
- * Themes
- * Payment Gateways

The Company is not responsible for outages, discontinued products, security vulnerabilities, pricing changes, or other actions by third-party providers.

7. AI Website Development

The Client understands AI may assist in:

- * Website Coding
- * HTML

- * CSS
- * JavaScript
- * PHP
- * Copywriting
- * SEO
- * Image Creation
- * Layout Generation
- * UX Suggestions
- * Accessibility Improvements
- * Code Debugging
- * Performance Optimization

Final implementation is reviewed and approved by Dani's Creative Solutions.

8. SEO Disclaimer

The Company does not guarantee:

- * First-page Google rankings
- * Increased sales
- * Increased traffic
- * Specific keyword rankings
- * Lead generation
- * Revenue growth

Search engine rankings depend on many factors outside the Company's control.

9. Browser Compatibility

The Company will make reasonable efforts to ensure compatibility with current major browsers at the time of project completion.

Future browser updates are outside the Company's control.

10. Website Launch

Final payment is required before:

- * Website launch
- * DNS changes
- * Domain transfer
- * Removal of maintenance mode
- * Transfer of website files
- * Delivery of administrative credentials

11. Suspension of Services

The Company may suspend services immediately if the Client:

- * Fails to pay invoices
- * Uses the website unlawfully
- * Violates intellectual property rights
- * Engages in abusive or threatening conduct

- * Requests fraudulent or illegal content

12. Backup Policy

Unless the Client has purchased a maintenance or backup service, Dani's Creative Solutions is not responsible for maintaining ongoing backups of website files or databases.

13. Acceptable Use

The Client agrees not to use the website or any work product created by Dani's Creative Solutions for unlawful purposes, including but not limited to:

- * Fraud
- * Copyright infringement
- * Malware distribution
- * Spam
- * Harassment
- * Defamation
- * Hate speech
- * Illegal sales
- * Phishing
- * Distribution of malicious software

The Company reserves the right to terminate services immediately if such activity is discovered.

14. AI Content Disclaimer

Where AI-generated text, images, code, audio, or video are incorporated into a project, Dani's Creative Solutions makes reasonable efforts to review, edit, and refine such content. However, the Client is responsible for reviewing and approving all final deliverables before publication, including factual accuracy, legal compliance, branding, accessibility, and suitability for their intended use.

15. Website Showcase Rights

The Client grants Dani's Creative Solutions the perpetual right to:

- * Display screenshots of the completed website.
- * Link to the live website from DanisCreativeSolutions.com.
- * Include the website in portfolios, presentations, proposals, and social media.
- * Describe the project as a case study, including the services provided and the outcomes achieved, provided no confidential information is disclosed without permission.

ACCEPTANCE OF AGREEMENT

By signing below, the Parties acknowledge that they have carefully read, understood, and voluntarily agree to be legally bound by the terms and conditions contained in the following documents:

Client Services Agreement

Intellectual Property & Copyright Agreement

Website Design & Development Agreement

Any approved Proposal, Estimate, Quote, Invoice, or Statement of Work incorporated by reference

The Client acknowledges that these documents collectively constitute the entire agreement between the Parties and supersede all prior discussions, negotiations, representations, or understandings, whether written or oral.

The Client is responsible for reviewing all proofs, drafts, mockups, designs, websites, videos, animations, printed materials, and other deliverables before final approval. Written approval by email, text message, electronic signature, or project management platform constitutes acceptance of the work as complete and accurate. After approval, Dani's Creative Solutions shall not be responsible for errors, omissions, spelling, grammar, pricing, phone numbers, website links, colors, formatting, or other content approved by the Client. Any requested changes after final approval may be treated as a new project or billed at the Company's current hourly rate.

The Client further acknowledges that they have had the opportunity to ask questions regarding this Agreement and seek independent legal advice before signing.

ELECTRONIC SIGNATURE CONSENT

The Parties agree that electronic signatures, scanned signatures, digital signatures, and signatures executed through electronic signature platforms (including, but not limited to, DocuSign, Adobe Acrobat Sign, Dropbox Sign, PandaDoc, HelloSign, or similar services) shall be deemed original signatures and shall have the same legal force and effect as handwritten signatures to the fullest extent permitted by applicable law.

Each Party agrees that a signed electronic copy of this Agreement shall be admissible in any legal proceeding and shall be considered an original document.

DANI'S CREATIVE SOLUTIONS

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

CLIENT

Business Name (if applicable): _____

Client Name: _____

Title (if applicable): _____

Billing Address: _____

Phone: _____

Email: _____

Client Signature: _____

Date: _____