## TMJ DESIGNS Use Agreement

TMJ DESIGNS Inc., referred to as TMJ DESIGNS, and YOU (THE CLIENT) referred to as YOU (THE CLIENT), agree that:

YOU (THE CLIENT) shall receive creating, editing, and/or designing services from TMJ DESIGNS.

# START DATE

The Official START date, will be provided by YOU (THE CLIENT) and will be strictly followed by TMJ DESIGNS.

## MAINTENANCE

If YOU (THE CLIENT) desire maintenance on any projects, a price list is available upon request. A charge of the agreed specified amount shall apply for any hourly, daily, weekly, monthly, and/or yearly maintenance that is agreed upon between TMJ DESIGNS and YOU (THE CLIENT).

## COPYRIGHT

All material submitted, edited and/or created are completely the Copyrights of YOU (THE CLIENT), once each project is completed and submitted. TMJ DESIGNS has a very strict policy for Customer Privacy and we will NEVER show, view, or share unless YOU (THE CLIENT) clearly authorized permission to do so.

Unless otherwise requested and agreed to in writing, TMJ DESIGNS MAY store master files of completed project/s, to stay within Liability Statutes and Governmental Compliances. TMJ DESIGNS shall not be required to retain master files, for any specific period unless the same is expressly agreed upon by both TMJ DESIGNS and YOU (THE CLIENT), prior to the completion of the project.

# PROFIT & REFUND

- \*\*TMJ DESIGNS takes sole accountability and responsibility for all work and services provided, and shall NOT be liable for incidental or consequential damages such as loss of profit, due to other parties' involvement. TMJ DESIGNS will refund any billing, that is proven and solely based on its own merits.
- \*\*\*Whether or not TMJ DESIGNS services provided is made for public use or put into production, all billing for work submitted is solely based on submission or completion. All payments are final, and will NOT be refunded for work that is completed.

#### **CANCELATIONS**

\*\*\*In the event YOU (THE CLIENT) desires to cancel a project, once a payment is made; YOU (THE CLIENT) MUST notify TMJ DESIGNS through Email at: <a href="mailto:info@tmjdesignsllc.com">info@tmjdesignsllc.com</a> within 30 minutes of a SUBMITTED payment; otherwise no refund can be made. \*\*\*This time frame is due to TMJ DESIGNS "Staff Rules, Standards, & Ethics"; which is VERY STRONGLY enforced,

IMMEDIATELY once a payment has been made, in order to comply with TMJ DESIGNS Guaranteed Timed Deliveries.

Once received, TMJ DESIGNS agrees to send a "Confirmation Letter" confirming the cancelation. \*\*\*If a "Confirmation Letter" of the canceled project, is NOT received by YOU (THE CLIENT), it is YOU (THE CLIENT) responsibility to request one, within the 30 minutes of your submitted payment. Duplicates of the "Confirmation Letter" of canceled projects are available upon request by Emailing TMJ DESIGNS at: info@tmjdesignsllc.com

# DISCLOSURE

YOU (THE CLIENT) is allowed to disclose the name of the TMJ DESIGNS in connection with the completed project/s, without the prior approval of TMJ DESIGNS.

## **INFRINGEMENT**

YOU (THE CLIENT) agrees to indemnify TMJ DESIGNS from any claims of copyright infringement or other liability related to projects and/or assignments created by TMJ DESIGNS.

If at the request of YOU (THE CLIENT) for any third party talent to be used; YOU (THE CLIENT) shall be responsible for any fees associated with this. YOU (THE CLIENT) shall indemnify TMJ DESIGNS from any claims related to such third party talent.

This is the entire agreement of the parties, and the same may only be modified or terminated in

a writing executed by all parties.

Date: (Day of Week) \_\_\_\_\_\_\_, (Month) \_\_\_\_\_\_, (Day) \_\_\_\_\_, (Year) \_\_\_\_\_\_

Signature (1): Service Provider

Printed Name: TMJ DESIGNS LLC

Signature: Tmf Designs LLC

Website: http://www.tmjdesignsllc.com/

Email: info@tmjdesignsllc.com

Dated: \_\_\_\_\_\_

For By YOU (THE CLIENT)

Signature (2): YOU (THE CLIENT)
Printed Name:
Signature:
Optional – Signature (3): YOU (THE CLIENT) Additional Participants
Printed Name:
Signature: