

Terms & Services

This term of conditions is an addendum to order submitted. The same term & Conditions will apply to bundle services.

Payment

Payment shall be made to YahalomCrts/YCrts (Dalia Yahalom-Tropper). Initial Design / Logo start at \$299 of which 50% are paid upon submitting the order. A more detailed quote will be given upon design / logo detailed specifications. Detailed specifications include multiple designs and logos for different uses. A new detailed quote will be provided. 50% of the new detailed quote (which will include the original \$150 deposit) will have to be paid to YCrts to start the project. Deposits are not refundable.

Upon completion of the design project and the balance is paid and cleared the water mark will then be removed from the design and delivered digitally by YahalomCrts to the customer for their use with any vendor.

Payment constitutes complete clearance. Payment methodology is preferred by Venmo, Zelle (Bank Transfer), and Bank Check. Payment by checks will require a check clearance of an estimated 7-days before start of service. Payment by credit card and/or PayPal will constitute fees and conditions as follows – 3% credit card fee of the bill and \$30 service fee.

All **Yahalom Convenience Coordinator Services** (YCCS) Bundles will be paid in full upon receiving the invoice. Delays in payment could compromise the delivery schedule of the project or fall under the conditions of termination.

Additional Editing and Charges

Any requested changes to the given '1 round of changes' will constitute a **\$35 fee** per change. All additional changes must be submitted and approved by both parties in writing.

Term

- · Proofreading is the responsibility of the customer.
- YCrts has the right to reject a customer with full refund of deposit prior to starting the project.
- YCrts has the right to decline completing a project under any circumstance in which it feels the Customer has become uncooperative and demonstrated unacceptable behavior. Under those circumstances and work already having been started a refund will
- not be issued. A notice of conditional termination will be provided before final termination will be issued.
- This contract will terminate automatically in <u>6 months</u> from start date.

Work Product Ownership

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "work products") developed in whole or in part by YCrts in connection to the services will be the exclusive property of YCrts.

Reproductions of Product

YCrts retains the right to reproduce the Project in any form for marketing, future publications, competitions, or other promotional uses. YCrts will provide the designed files for use by vendors that it was intended for (such as benchers, kippot, invitations, etc.)

Indemnification

Customer agrees to indemnify and hold YCrts harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against YCrts that result from the acts or omissions or misspecification of customers work order.

Default

The occurrence of failure to make required payments when do will constitute the project default.

Force Majeure

If performance of this contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. This term Force Majeure shall include, without limitations, acts of God, Plagues, epidemic, pandemic, outbreaks of infectious disease of any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections riots, or wars, or strikes, lockouts, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties.

Entire Agreement

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement weather oral or written concerning the subject matter of this Contract.

Severability

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construes, and enforced as so limited. Not accept a project.