

TERMS & CONDITIONS

Last Updated: 01/01/2020

When engaging this website you are responsible to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions (Terms), Privacy Statement and any disclaimer notice and any or all Agreements: "Customer", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company, DASH DIGITAL STUDIO, LLC. "Party", "Parties", or "Us", refers to both the Customer and ourselves, or either the Customer or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Customer in the most appropriate manner, for the expressed purpose of meeting the Customer's needs in respect of provision of the Company's stated services, in accordance with and subject to, Georgia state law, USA. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

SERVICES

1.1 The Website allows you to order a "Photo Signature" for a cost and we reserve the right to sell other related services such as but not limited to edits, changes or enhancements (collectively "Services") to your order, as may be described on the website. We may add, remove or modify Services from time to time. We may engage third party service providers ("Service Providers") from time to time to provide certain Services.

PRIVACY POLICY AND STATEMENT

2.1 We are committed to protecting your privacy. We will only use information collected from individual customers such as email addresses, to facilitate and deliver orders as part of our commitment to provide the services our Customers have paid for the service. However, as we growth the business communication with you, our customer, we will continue to provide information on other products/ services to enhance your "Photo Signature" experience. Therefore, we will also be using your emails to promote "our" other products/services. You can opt out anytime by pressing the unsubscribe button that can be found in every email we send. We will constantly review our systems and data to ensure the best possible service to our Customers. If there are specific offenses involving unauthorized actions against computer systems and/or data, we will investigate any such actions with a view to prosecute and/or taking civil proceedings to recover damages against those responsible.

"PHOTO SIGNATURE" ACCOUNT REGISTRATION

3.1 In order to use our Services, an account (a "Photo Signature" Account) will be automatically created for you (using your email address) and a generated password which you can later on change during your initial log in. Your "Photo Signature" Account is necessary for us to securely deliver, store and serve you your ordered "Photo Signature". During your initial order, we will ask you for information, which may include but is not limited to, your name and other personal information. You must provide accurate, complete and current information to comply with our account registration requirements. Otherwise, we shall have the right to change the account type, suspend or terminate the "Photo Signature" Account due to inaccurate, untrue, or incomplete information.

3.2 You are fully responsible for all activity that occurs within your "Photo Signature" Account. From the point of activation, it is imperative that you keep your account confidential. In the case that you grant access to other person/s, you shall be bound and deemed responsible for their actions while using your account.

3.3 In connection with the User Conduct (see item 8), if we reasonably suspect that your "Photo Signature" Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your "Photo Signature" Account, and any of your transactions with law enforcement.

3.4 We have implemented security measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot absolutely guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.

3.5 You are responsible for safeguarding your password and for restricting access to the Services from your devices (e.g. compatible mobile devices and computer/s). You will immediately notify us of any unauthorized use of your password or "Photo Signature" Account or any other breach of security so we could address it immediately and take the necessary course of actions.

CONFIDENTIALITY POLICY

4.1 Any information concerning the Customer and their respective Customer Records may be passed to

third parties. However, Customer records are regarded as confidential and therefore will not be divulged to any third parties, other than our Service Providers and if legally required to do so to the appropriate authorities. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the agreed services and products. Including, but not limited to our efforts of providing greater services and offers to our valued customers, you may receive product offers in the form of marketing newsletters from us. However, you may choose not to receive such messages by opting out at anytime through clicking the unsubscribe button in the email.

DISCLAIMER

5.1 The information on this web site is provided on an “as is” basis. To the fullest extent permitted by law, this Company:

5.1.1 excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company’s literature; and

5.1.2 excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

OWNER OF THE “PHOTO SIGNATURE” DESIGN

6.1 You understand and agree that you shall be the sole owner of the “Photo Signature” design(s) created in your “Photo Signature” order.

6.2 Sole ownership shall pertain to the final product which includes all .pngs issued to your order. In case you want to make further changes which are already beyond the scope of our free revision policy (see item 6), you shall be expected to pay separately for any extra charges required on available changes found on your order tracking page.

6.3 However, We reserve the right to use the “Photo Signature” design(s) created in your “Photo Signature” order in any or all of our marketing and or advertising elements to promote our services.

6.4 We will exert all our efforts to provide a unique “Photo Signature” design(s) for you however, similarities with other customers’ signature may still occur due to some design or format considerations. In case of similarities and without the knowledge that you have filed or acquired for the trademark of your “Photo Signature” design(s), we will assume NO responsibility and/or liability as to the usage of other customers of the signatures created for them which bear similarity or resemblance to your “Photo Signature” design(s). Premises considered, we shall not be then held accountable for violating your trademark in any manner whatsoever.

6.5 The foregoing provisions and all other provisions pertaining to your “Photo Signature” design(s) shall also apply when you opt to have your “Photo Signature” design(s) be custom created by our lead designer for an additional cost.

REVISIONS/CHANGES TO YOUR “PHOTO SIGNATURE”

7.1 You are entitled to one (1) free revision to address the changes you want to have on your signature. However, changes shall only include minor redesigns and individual letter redesigns to the signature itself. For the under tags, we can only do resizing as the allowed revision. Change in color and name comes with an additional cost/fee except when the mistake is committed from our end without your participation.

7.2 Changes beyond the scope of the free revision shall be paid separately on the tracking page. In case you want to have extended revisions other than those available changes on the tracking page, you shall pay a flat rate of \$10 per revision.

USER CONDUCT

8.1 In using the Website and Services, you agree that you will not:

8.1.1 Violate any applicable laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities or any third party terms and conditions applicable to any Services that you use;

8.1.2 Order any Service or otherwise use any Services in a manner that is: unlawful (or promotes unlawful activities); harmful; threatening; fraudulent, deceptive or misleading; harassing; discriminatory; libelous; defamatory; vulgar; pornographic; obscene; in violation of another’s right of privacy, publicity or other rights; in violation of any contractual or fiduciary obligations; or infringing on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights (collectively, “Intellectual Property Rights”) of any third party; or otherwise objectionable;

8.1.3 Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a

person or entity or provide inaccurate information;

8.1.4 Violate or attempt to violate the security of the Website or Services;

8.1.5 Reverse engineer, decompile or disassemble any portion of the Website or Services;

8.1.6 Attempt to “scrape” information from the Website or Services by automated means;

8.1.7 Interfere with the ability of others to use the Website or Services;

INDEMNITY

9.1 You agree to indemnify, defend and hold harmless Company and its affiliates, and their respective licensors and Service Providers, and all officers, directors, owners, agents, or licensors of any of the foregoing (collectively, the “Indemnified Parties”) from and against any and all losses, damages, liabilities and costs, including reasonable Solicitors’ fees, sustained by any of the Indemnified Parties in connection with any claim arising out of Your Content, your use of a “Photo Signature”, your use of any Services, or any breach by you or any user of your account of these Terms. Under no circumstances shall we be liable for any amount exceeding the fee paid for the Services ordered.

REFUND POLICY

10.1 You acknowledge and agree that the product that we develop for you is a customized artistic product, and as such a refund or replacement will not be provided in the event that you merely do not like the product. This is particularly so given the fact you are entitled to the number of revisions stated on item 6 of this terms and conditions. Please note that our Fees are subject to change without notice.

10.2 In the event that you or another person on your behalf opens/commences any Stripe dispute, credit card processor dispute or other similar dispute in relation to the payment of the Fee, you agree to close or withdraw such dispute within 24 hours of us providing you, Stripe or any other relevant provider (“Payment Provider”) with evidence that we have sent you the Product. In the event you do not close or withdraw such dispute, you hereby authorize and direct the Payment Provider to close/withdraw the dispute on the provision of these terms and conditions by us to the Payment Provider along with a copy of the delivery of the Product by us to you. You hereby indemnify us for any loss or damage suffered by us as a result of your failure to comply with your obligations under this clause. You are entitled to the number of revisions as stated on the Website in respect of the Product purchased by you.

CHANGES TO TERMS

11.1 Company may modify these Terms at any time by posting changes on the Website; however, (i) these changes will only become effective and binding with respect to you after Company provides notice on the Website that these Terms have changed and you first use any of the Website following the date of such posting, (ii) the changes will only apply with respect to your use of the Website after such changes become effective, and (iii) any change in payment obligations will only apply to your subsequent purchases on, or usage of, the Website or Services. If at any time you find these Terms unacceptable and do not agree with them, you thereafter will have no right to use or access the Website or Services.

LAW AND JURISDICTION

12.1 These Terms and Conditions are governed by the laws in the State of Georgia, USA and the parties submit to the jurisdiction of the Court of Gwinnett County, in the State of Georgia, USA and agree that the Court is competent to hear appeals from them.

For questions or clarifications regarding our terms and conditions or to request data deletion, please use our [contact page](#).