



TERMS AND CONDITIONS

1. PRIVACY POLICY – Last updated: August 15, 2022

This Privacy Policy describes OUR (Primrose Passage) policies and procedures when it comes to collecting, using, and disclosing YOUR (client) information when purchasing services from PRIMROSE PASSAGE.

PRIMROSE PASSAGE will not sell, distribute, or lease any of YOUR (client) personal information. Any information already submitted will be destroyed if YOU (client) choose not to continue with services.

2. PUBLISHING RIGHTS

YOU (client) acknowledge that materials purchased can be used for your project and you are solely responsible for the materials such as copyrights, trademarks, and ownerships. YOU (client) agree to hold harmless or indemnify, the designer (Primrose Passage) and its employees from all libel, copyright, and permission infringement. You (client) must be the original author of the works the design is being used for.

WE (Primrose Passage) retain the right to use YOUR (client) name and book information on designer (Primrose Passage) website for marketing purposes to promote services to the public. The copyright of design will be retained by the designer (Primrose Passage).

YOU (client) acknowledge altering the design in any way, except in size for printing purchases or for display, is prohibited. YOU (client) agree to contact US (Primrose Passage) if additional alterations need to be made and agree to pay an additional fee for the change.

YOU (client) agree to all licensing agreements for any and all images used by US (Primrose Passage), even from a third-party purchaser. The license to use the purchased design is limited between 250,000 – 500,000 runs. Once the limit is met, YOU (client) must agree to pay the additional licensing fee. Images used for all designs are considered royalty-free and are non-exclusive, except for a few provided by my photography business, (Primrose Passage). Some images may be used by other designers and licensed by them because they are royalty-free and non-exclusive.

3. OWNERSHIP RIGHTS

YOU (client) acknowledge that the design is not your work and will not copy and/or claim the work as your own.



YOU (client) will attribute Primrose Passage as the cover/logo designer under copyright inside the document or on the back matter of the document: Cover design by Primrose Passage.

4. RESPONSIBILITIES OF THE CLIENT

YOU (client) are responsible for ensuring the design provided by US (Primrose Passage) is proofed and correct to your specifications. WE (Primrose Passage) highly suggest YOU (client) to order copies before publishing to ensure the design is up to par. WE (Primrose Passage) are not financially and legally obligated to refund costs for YOUR (client) oversight.

YOU (client) agree to pay additional fees for any and all alterations to the cover and logo designs per OUR (Primrose Passage) pricing.

YOU (client) understand licensing terms and will adhere to them to avoid legal action for misuse.

5. SERVICES – COVERS

The fee for book covers includes .jpg eBook, .jpg & .pdf paperback wrap, 2 mockup teasers, 1 cover teaser, 1 audible teaser 2400 x 2400 size. All included items will be delivered to YOUR (client) email address upon receipt of payment.

Changes are available for the title, author's name, author's title, and tag line for all premade covers. Color typeface may be changed depending on the design purchased. NO refunds are given for the purchase of premade cover designs. This means all sales are FINAL and CANNOT be returned.

6. SERVICES – LOGOS

The fee for logos includes a .jpg and .png photo. The name and slogan can be changed. The logo itself WILL NOT be changed. All included items will be delivered to YOUR (client) email address upon receipt of payment. NO refunds are given for the purchase of a premade logo design. This means all sales are FINAL and CANNOT be returned.

7. SERVICES – PROOFREADING

Proofreading services are provided to YOU (client) once the document has been fully edited by the YOUR (client) previous editor. This service is provided as an extra set of eyes before the document is ready to be published.



The proofreader will review documents for spelling, punctuation errors, typos, and incorrect regional English use.

8. REVIEWS

All reviews are provided by US (Primrose Passage) or additional outside sources such as other reviewers. Reviews are nonbiased, and OUR opinion only. Reviews will be from both provided ARCS as well as purchased eBooks and paperbacks. No payments are required for this service.

9. PAYMENT

All designs must be paid in full before services are rendered, unless negotiated by YOU (client) and US (Primrose Passage). Files are NOT released until payment is received. No copyright logos will be removed until payment is received from YOU (client). YOU (client) agree not to use any files if they are received before payment is rendered.

Once payment is fulfilled and files are delivered, then the contract is considered to be complete. WE (Primrose Passage) retain all rights to stop or withhold services due to nonpayment. All payments made and files sent must be done in a considerable timeframe, no more than 2-4 weeks. Once the timeframe is passed, WE (Primrose Passage) reserve the right to place the cover and/or logo up for sale again.

Proofreading

Upon acceptance of proofing YOUR (client) work, an invoice will be sent to the email address provided. Once payment is received, services will be rendered. All sales are final.

Advertisement

Upon acceptance of advertisement, an invoice will be sent to the email address provided. Once payment is received, YOU (client) must provide the necessary image and information to provide the right service. All sales are final. Unless otherwise specified, an automatic invoice will be sent out for future months.

Payment Forms

All payments are made through PayPal, unless otherwise specified.

10. CANCELLATION

Both parties (client & Primrose Passage) have the right to cancel at any time as long as the process is completed in writing and in advanced notice. If YOU (client) cancels before the project has started, then no further obligation is required. If YOU (client) cancels, payment will be refunded, but only during those terms.

11. AGREEMENT



Both parties (client & Primrose Passage) agree to this contract. No other information, written or oral, will change the scopes of this agreement.