

Ice Innovations LLC, d/b/a Ice Design Studio, henceforth “we, us, our, Company” reserves the right to change or amend these Terms & Conditions or Privacy Policy at any time. By doing business with us, you agree to these Terms & Conditions. If you have questions or concerns about any of these terms or conditions, feel free to contact katelyn@icedesign.studio.

1. Estimates/Quotes

The fees and expenses shown are estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client’s approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 20% or more. Recurring monthly services are estimated at \$100 per hour hourly rate. This is how we quote the time we estimate the project will take (i.e. if your estimate is \$5,000, we estimate the project will take 50 hours). If we exceed the estimated time, we will communicate this with the client with the expectation that additional time will be billed at \$100 per hour.

2. Response Time

The Client may send comments/requests pertaining to the project any time via email, but must refrain from calls or texts outside normal business hours (Monday thru Friday, 8:00 AM – 5:00 PM ET). Responses will be managed in a timely manner, within 24 hours of receiving the client’s message.

3. Changes & Modifications (website projects only)

Included in each website package is the option for the Client to make specified hourly changes or modifications per year. These updates include but are not limited to changes/modifications in photography, content, banners, etc and commence at the beginning of each renewal year. Unused updates do not roll over from year to year. The Client shall be responsible for additional charges for requested changes that exceed above and beyond the specified hours of maintenance updates at an hourly rate established by the Company.

4. Time Frame & Content

We have allotted design time for the development of the quoted projects, including but not limited to the collection of data and artwork to be incorporated in the project, designing the project, and any changes requested by the Client. Social media management services include one (1) round of revisions once the content is sent for review due to the time-sensitive posting timeline.

- The Client is responsible for providing all information to be included on the website or project.
- If the Client does not provide content within a reasonable amount of time, we retain the right to use filler text (i.e. lorem ipsum, text written by us, or dummy text) in order that the project may be completed.
- The Client may come to an agreement with us that the we will write/provide content for the Client. Such an agreement must be approved by us and the Client must pay an hourly rate.

5. Photography

If the Client opts for photography services, Ice Design Studio reserves the right to use all photos taken for other promotional or marketing purposes. The client will obtain permission from all participants to use their image, name, likeness, and statements for commercial promotion of the Client and the Company.

- Use of Photos from Client Photoshoots: If services booked include a photoshoot, the resulting photos are licensed exclusively for use within the scope of the booked services. For example, photos captured for social media management services may only be used on the client’s social media platforms and are not authorized for use on other channels such as websites, print materials, or advertising, unless additional usage rights are purchased. Any use of photos outside the originally booked service package requires prior written consent from Ice Design Studio and may be subject to additional fees.

6. Time of Payment

Payment for services shall be paid in full by the Client within 14 days of completion of the project or receipt of invoice, or the agreed upon payment schedule outlined in the quote. Payment for renewing a website on the annual subscription plan shall be paid in full within 14 days of the invoice. A 20% monthly service charge is payable on all overdue balances. If after one month the Client is overdue on balances, we have the right to suspend or delete the website. The Client may come to an agreement with us to activate the website or begin the project again. The Client is responsible for outstanding balances. The grant of any license or right of copyright is conditioned on receipt of full payment. Payment due to the Company shall not be contingent upon third party approval or payment.

7. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

8. Releases

The Client shall indemnify the Company against all claims and expenses, including reasonable attorney’s fees, due to uses for which no release was requested in writing or for uses that exceed authority granted by a release.

9. Code of Fair Practice

The Client and the Company agree to comply with the provisions of the Joint Ethics Committee’s Code of Fair Practice.

10. Copyright

The Client acknowledges and agrees that the Company retains the right to use all artwork as self-promotion work and may be displayed or shown by the Company.



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Maintaining the content and artwork in accordance with the law is the client's responsibility. Ice Design Studio is not responsible for any legalities present or not present on any client's website or other digital/print marketing. All clients are responsible for any policies, terms, or conditions that are required to be on the website. All clients are responsible for any policies, terms, or conditions that are required to be on the website or quoted digital/print marketing.

11. Termination Clause

If the Client cancels after the completion of finished work, we will retain 100% of the original fee. If the Client cancels prior to the finished work, we have the right to invoice the Client for time or work done during the project. All expenses incurred by us for the project will be invoiced to the Client. Balances may be waived at our discretion. The Client must inform Ice Design Studio two (2) weeks before renewal of the Client's website. If no notice of cancellation has been given, the Client is responsible for any website and domain fees in effect.

Upon the termination of website, we reserve the right not to transfer, package, or share artwork, files, domain names, software login or related website information to the Client or third party companies.

Termination by Either Party: Either party may terminate this Agreement by providing written notice at least 30 days in advance. The notice must specify the intended termination date and provide any necessary details to facilitate an orderly conclusion of work.

Termination for Breach: If either party breaches any term of this Agreement, the non-breaching party may terminate the Agreement if the breach is not remedied within 14 days of receiving written notice of the breach.

Termination for Convenience: Ice Design Studio reserves the right to terminate this Agreement for convenience, at its sole discretion, with 14 days' notice to the Client. Upon such termination, Ice Design Studio will provide the Client with all completed work to date and issue a final invoice for services rendered.

Termination Due to Non-Payment: Ice Design Studio may terminate this Agreement immediately if payment is not received within 15 days of the due date specified on any invoice.

Effect of Termination: Upon termination, Ice Design Studio will cease all services and provide the Client with any completed deliverables, as well as an itemized final invoice

for all work completed up to the termination date. The Client agrees to pay this final invoice within 15 days of receipt.

Return of Property: Both parties agree to return any confidential information, materials, or property belonging to the other party upon termination of this Agreement.

Survival of Terms: All provisions of this Agreement which by their nature should survive termination shall survive, including, but not limited to, provisions regarding confidentiality, ownership of intellectual property, and indemnification.

12. Cancellation & Deposit Policy

A non-refundable deposit is required to secure any scheduled content shoot. This deposit will be applied toward the final invoice balance. Client cancellations or failure to attend a scheduled shoot (“no-show”) will result in a 20% cancellation fee of the total project cost. The deposit paid will not be refunded and may be applied toward the cancellation fee if applicable.

All cancellations or rescheduling requests must be submitted in writing. Ice Design Studio reserves the right to enforce this policy to recover costs incurred in preparation for scheduled services.

13. Agreement of Terms & Conditions

The Client agrees to the Terms & Conditions set forth by the Company when the project, work, or time commences. This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. Its terms can be modified only by an instrument in writing signed by both parties, except that the Company may authorize expenses or revisions orally. Any dispute regarding this Agreement shall be arbitrated in Indiana under the rules of the American Arbitration Association and the laws of Indiana. This Agreement shall be governed by the laws of the State of Indiana and courts of such State shall have exclusive jurisdiction and venue.

Accepted by Client

Date

Accepted by Ice Design Studio

Date