

# Production & Service Terms

**Definition of Terms Used in this Document** The word or term "project" refers to any task that a client has contracted us to do for them. The words or terms "us" and "we" and "our" refer to Low-D Productions & Services, which is a department of The Low-D Corporation.

**Projects** Any production, task or service that can be completed over time is considered a project. Some projects can be "ongoing", for example, website maintenance to be done once a week until notice of cancellation. A completed and fully funded project becomes the sole property of the client. A completed project does not include research or training materials necessary for completion unless supplied by the client. A completed project does not include hardware, software, data, or work space, used to complete the project unless supplied by the client. A completed project does not include the project files used to author the completed project.

**Workmanship** Common knowledge, public domain, reference, and open source data and information may be used to complete a project. Prospective clients need to see samples of the work we do, so we may use anonymous descriptions and/or pictures of projects that we have completed for you as samples for others to see.

**Project Planning** All project instructions, details, dimensions, or specifications to be supplied by the client need to be made available to us before we start production or fulfillment of the project. All project instructions, details, dimensions, or specifications not supplied by the client will be provided by us via *project planning contract or consult*, or by the client giving us partial or full *creative control* of their project. If the client needs to change or add instructions, details, or specifications for a project that is already in process or completed, additional funding may be required.

**Project Planning Contract or Consult** Project instructions, details, or specifications provided by us via project planning contract or consult will be approved by the client prior to production or fulfillment of the project. Any changes or additions to the approved project plan of a project that is already in process or completed may require additional funding. Project planning contract or consult fees are not refundable after the service has been provided.

**Creative Control** A client may confirm that they are giving us full creative control of any missing project details by stating to us that they do not wish to provide any further details for the project, OR by refusing to, neglecting to, or deciding not to, supply project details that we have requested from them. Any project details that we have been given creative control of may be implemented into the completed project without further approval from the client. If the client wants to take back creative control of a project detail that was previously under our control and already implemented into their project, additional funding may be required.

**Project Estimates** Estimates are based on how many *man hours* it will likely take to complete a project. An estimate is a "best guess" not a guarantee. Depending on the project and any additional client instructions added to the project, or any unforeseen extra tasks needed to complete the project, the estimate may need to be adjusted in process. When a project cannot be completed within a reasonable time variation of the original estimate, work on the project will stop until the client can be notified unless the client has specified otherwise.

**Project Rates, Quotes, Fees, & Rush** We charge by the hour so you only pay for what you need! Our rates fluctuate depending on the type of production and/or service provided, and our current work load. Your quoted hourly *rate* will remain in effect until your project is completed. Some projects or services such as *project planning contract or consult*, may be completed for a "flat fee" at our discretion. Rush priority projects will require a surcharge based on the size of the project and paid in advance.

**Project Funding** All projects need to be fully funded based on the quoted hourly rate and the number of *man hours* provided by us, even if the number of hours provided is more than the estimated number of hours, before the client claims *ownership* of the work we provided. Some projects will require a deposit before *man hours* are provided. Ongoing projects will be charged or billed at a regular time interval agreed upon by both the client and us. Some projects may be billed on completion at our discretion.

**Project Refunds** Hourly rate payments are refundable for unused *man hours* only. Flat fee payments and rush priority surcharges are not refundable after work has begun on the project. Transaction fees are not refundable. All refunds paid will be minus any transaction fees.

**Man Hours** All time spent working toward the completion of a project will count as man hours spent on that project. Two persons working on the same project at the same time for one hour will count as two man hours spent on that project. Providing creative or design ideas will count as man hours spent on a project. Providing research or training will count as man hours spent on a project. Providing technical support will count as man hours spent on a project. The testing, adjusting, re-testing, and approval process will count as man hours spent on a project. Any time spent traveling to meet with clients or to a project site will count as man hours spent on a project. Any time spent consulting with a client or communicating with a client or trying to connect with a client will count as man hours spent on that client's current or future project/s.

**Production Priority** Standard Priority projects are completed in the order they are received and there will typically be between 1 and 20 projects ahead of yours depending on when you finalize the placement of your project order. Rush Priority projects do not have to wait in line and require a surcharge paid in advance. Low Priority projects do not receive any production time until all other projects are completed and we have spare *man hours*.

**Service Scheduling** We will work with you to schedule and re-schedule appointments as necessary for your convenience. If you cannot make it to your appointment you must notify us at least 24 hours prior to the scheduled appointment or you may be charged 50% of the agreed price for the scheduled service. For all scheduled services, *project funding* must be arranged at least 24 hours prior to the scheduled start time of the service. Service projects that do not require an appointment or a schedule will be provided in the order they were received or within the agreed time frame. Rush Priority is available for service projects that do not require an appointment or a schedule and require a surcharge paid in advance.

**Project Completion** Projects that involve original data and/or file production that will be owned exclusively by the client should be tested and approved by the client before the project is completed. If the client requests automatic approval and shipping without testing, the project will be considered approved by the client at our sole discretion and shipped. Any additional work to be done on a previously completed project will require additional project order placement. If a tested, approved, and completed project is found to have a defect, we will fix the defect without additional funding. Client preference changes or project planning changes do not count as defects. If a project cannot be tested prior to completion we will work with the client to achieve the desired results.

**Project Ownership** A completed and fully funded project becomes the sole property of the client. We will not store, keep, or distribute any part or whole of a completed project unless contracted by the client to do so. In the case of an unpaid bill or an under *funded* project, and after a reasonable amount of time has been given to make payment arrangements, we may claim ownership of the unpaid or under *funded* project and use the completed project in any way necessary to cover losses and/or gain profits. Project ownership does not apply to training and/or support only projects.

**Project Abandonment** A project may be marked as abandoned only after we send at least three reminders over a time period of at least thirty days and receive no reply or further instruction from the client. Reminders will be sent to all contact methods we have on file for the client that initiated our involvement on the project. Projects can be marked as abandoned during any stage of planning or fulfillment. Once a project is marked as abandoned we may use any aspect or equity of the project in any way we see fit to pay for or profit from *man hours* we have spent on the project. There are no refunds of any kind for projects marked as abandoned.

**Projects For Sale** Every so often, a partially completed or fully completed project is abandoned, either by unforeseen circumstances or by client choice. When this happens, we may put the abandoned project up for sale to the general public. We may also sell copies of shared/public files and/or projects. Original one of a kind projects will only be sold once, we do not keep a copy, leaving the buyer as the sole owner of 100% of the project equity. Project and file copies may be sold as many times as we like. There are no refunds of any kind for these purchases once we have sent out the files.

**Project Data Storage** For security reasons we do not keep copies of completed project packages or the project files used to author completed projects indefinitely unless contracted to do so by the client. Before we delete project files from our archives, we will make an effort to contact the client and offer a long term storage arrangement of both the completed projects and the project authoring files so that the client may have us send copies of completed projects to them, or do additional work on these projects, or use these files to save time on new projects, in the future. If we do not get a response from the client within a reasonable amount of time, or if we cannot reach the client, we will assume the client is not interested in storing the project files in question and these files will be deleted from our archives. If you contract us to store copies of project files be aware that we cannot guarantee protection from theft, fire, equipment malfunction, staff death, or natural disaster.

