

Terms of Service

Intellectual Property (IP) applies to everything Leaning Pine Design creates, invents or develops as a result of the intellectual activity of Leaning Pine Design.

Creating something is a process that requires research, experimentation, knowledge and education. IP rights protect the creator. Once a creation becomes tangible a copyright is given to the creator. No formal registration is required. Copyright means the sole right to produce or reproduce a work in any form.

All work produced by Leaning Pine Design is automatically copyrighted to Leaning Pine Design (also know as the creator). This includes concept to final product.

Once work, such as a shirt, logo or custom code, is paid for Leaning Pine Design grants permission to the Client to produce or reproduce the design for their use. Leaning Pine Design retains the copyright for your protection. In the event your design is used without your permission inform Leaning Pine Design and a take down notice will be submitted on the infringement.

IP is valuable and has legal rights. If you want ownership of the IP it must be released to you in an agreement signed by Leaning Pine Design. The cost for this will be above the design fee and calculated on the intangible value of the design.

Webhosting is a seperate service from design. When a website is created and maintained by Leaning Pine Design that includes website hosting. Hosting with Leaning Pine Design can be cancelled by the Client or Leaning Pine Design. There is no refund on hosting fees though Leaning Pine Design. If hosting is cancelled the custom code and graphics of the website are the IP of Leaning Pine Design. Arrangements can be made to transfer the website graphics to the Client on request.

Once webhosting is cancelled Leaning Pine Design cannot maintain your website and can't ensure it will continue to operate properly. As a result your website files created by Leaning Pine Design will be removed from our servers. Once cancelled your website will no longer be functional. Transfer to new website and hosting is the responsibility of the Client. Any lapse in website functionality is not the responsibility of Leaning Pine Design once cancellation is triggered.

This agreement becomes active once the Client agrees to use Leaning Pine Design servies. Any deviation from this agreement must be in writing and signed by both the Client and Leaning Pine Design.

DEPOSITS

A desposit of \$250 USD must be paid before logo work starts. Final logo files will be sent to the CLient once the full invoice has been paid.

A deposit of \$500 USD must be paid before website workstarts. The website will go live once final design fee has been paid. Domain and website hosting can be paid monthly or annually.