

Terms and Conditions

Design Dojo LLC

3651 Lindell Rd.
Las Vegas, Nevada

Last updated: 8/23/2025

1. Scope of Services

Design Dojo LLC (“Agency,” “we,” “our,” or “us”) provides a full range of marketing services, including but not limited to branding, graphic design, website development, paid media campaigns, social media management, content creation, consulting, and related services (“Services”). These Terms and Conditions (“Terms”) govern all engagements between Design Dojo LLC and you (“Client,” “you,” or “your”).

2. Payment Terms

- Standard Payment Terms: All fees are due in full before any work is scheduled or performed, unless otherwise approved in writing by Design Dojo LLC (“Standard Payment Terms”).
- Special Payment Terms: Payment terms that different from Standard Payment Terms (such as installment plans or credit terms) must be approved in advance in writing by the us.
- Non-Payment: Failure to pay invoices in accordance with the Standard Payment terms and/or Special Payment Terms (“Non-Payment”) may result in suspension or termination of Services.

3. Ownership of Work & Intellectual Property

- Client Ownership: Upon receipt of full payment, all intellectual property rights and ownership that are transferable by us and are part of the final deliverables created under these Terms shall transfer to you.
- Retained Right to Use: We retain the right to display completed work in our portfolio, marketing materials, and case studies unless otherwise agreed in writing.
- Exclusions: Any Intellectual Property we own or have licensed and use in the services provided by you including pre-existing materials, templates, tools, processes, or methodologies used in the performance of Services are excluded from any transfer to you.

4. Limited License to Client Intellectual Property & Portfolio Use

- Grant of License: You grant us a non-exclusive, royalty-free, worldwide, limited license to use, modify, adapt, reproduce, and create derivative works from your existing intellectual property you own or have licensed (including but not limited to logos, websites, images, copy, brand assets, and related materials) solely for the purpose of providing the Services purchased.
- Restrictions: This license is limited to the duration of the engagement and cannot be used by the us for any purpose other than fulfilling the agreed Services.
- Client Representations: You represent and warranty that you own or have the necessary rights and permissions to grant this license to us, and that such use will not infringe the rights of any third party.
- Portfolio Use: Unless otherwise agreed in writing, you grant us the right to display, reproduce, and reference the final deliverables produced under these Terms in the our marketing materials, portfolio pages, social media, case studies, and promotional content. Such use will not include confidential or proprietary business information beyond what is reasonably necessary to showcase the creative work.

5. Cancellations & Refunds

- Cancellation – You may cancel the purchased services within 30 days from the Date of Purchase. For purposes of this provision only, “Date of Purchase” means date payment was received by us. All cancellation requests must be in writing and sent to accounting@designdojo.com.
- Refunds – Subsequent to 30 days from the Date of Purchase or after Services have commenced, no refunds are available. Within the first 30 days after the Date of Purchase and if services have not begun, you can request a refund of the full amount paid by you, less than an administrative fee of \$75.

6. Limitation of Liability

- We will perform Services with reasonable care and skill. However, we make no guarantees regarding specific outcomes, business growth, or results from the use of our Services.
- In no event shall we be liable for any indirect, incidental, or consequential damages arising from the performance of Services.
- Our total liability under these Terms shall not exceed the fees paid by the you for the specific Services giving rise to the claim.

7. Your Responsibilities

- Provide accurate, complete, and timely information as required for us to perform Services.
- Respond promptly to requests for feedback, approvals, or additional materials.
- Ensure that any materials, images, or content provided to us do not infringe the rights of third parties.

8. Termination

We reserve the right to terminate Services immediately if you breach these Terms, fail to make payment, or engage in conduct that makes continuation of Services unreasonable.

9. Governing Law & Dispute Resolution

- These Terms shall be governed by and construed under the laws of the State of Nevada.
- Any disputes arising out of or relating to these Terms or the Services shall be resolved exclusively in the state or federal courts located in Clark County, Nevada.
- Both parties' consent to the jurisdiction and venue of these courts.

10. Amendments

We reserve the right to amend these Terms from time to time. The version in effect at the time of your payment for services applies unless otherwise agreed in writing.