



Standard Contract for Services from J. L. Wilson Designs

This Agreement is made between Jennifer Wilson of J. L. Wilson Designs (hereinafter "Designer or J. L. Wilson Designs" and any person who purchases a Service from the the J. L. Wilson Designs website (hereinafter "Client"). By actively ticking the box during checkout that reads "I declare that I have read and agree to the terms and conditions under which all J. L. Wilson Designs Services are sold" the Client is acknowledging and agreeing to these terms as of the day any Service(s) are purchased.

The Client and the Designer may be referred to herein individually as a "Party" or collectively as the "Parties". This contract is entered into in good faith and upon completion of the checkout process by the Client, the Client and the Designer indicate acceptance of this contract and the terms described herein as a legally-binding Agreement. As some phrases and words may be used with special meanings in this Agreement, a list of terms with special definitions is provided in Section 39.

J. L. Wilson Designs offers a variety of services including, but not limited to, deluxe custom e-book covers, customized premade e-book covers, premade e-book covers, print cover add-ons, audiobook cover add-ons, commercial merchandise license add-ons, modification license add-ons, textless image add-ons, book formatting, character portraits, stock images, and commissioned artwork (hereinafter "Service" or "Services"). This contract outlines the terms and conditions under which each of these Services is sold. **While this contract outlines the terms and conditions for each Service offered by J. L. Wilson Designs, J. L. Wilson Designs will only perform the Service(s) that the Client orders and pays for in full, and the Client will only be granted a license to use the Final Deliverables for each ordered Service after the Client approves final designs and pays for Service(s) in full.**

1. CONFIDENTIALITY

All of the information shared by the Client with J. L. Wilson Designs will be considered confidential. J. L. Wilson Designs will not share this information with any third party unless requested to do so by the Client or required by law.

2. EXCLUSIVITY OF DESIGN

All J. L. Wilson Designs Services are sold with an exclusive license. This means that once a book cover or piece of art is sold, J. L. Wilson Designs will not sell that design to another client, except in unusual cases where the contract is terminated (e.g. breach of contract, a Client chooses to cancel a deluxe custom cover order or terminate the contract). In those contexts, J. L. Wilson Designs may choose to make changes to a design and repurpose the design for use with other clients or as a premade cover.

The Client shall indemnify, save, and hold harmless J. L. Wilson Designs from all damages, liabilities, costs, losses, or expenses if a third party recreates the design or a similar design from similar assets.

3. PAYMENT

Payment can be made via credit card through the J. L. Wilson Designs website, and must be paid in full before J. L. Wilson Designs begins work on any Service with the exception of deluxe custom cover packages.

Currently, payment for each Service is as follows (except in cases of special sales):

- Premade e-book cover: As priced in the J. L. Wilson Designs Shop during checkout
- Deluxe custom e-book cover package: \$200 USD
- Customized premade e-book cover: \$160 USD
- Commissioned artwork with a new character: \$125 USD
- Commissioned artwork with a repeat character add-on: \$100 USD
- Character portrait with a new character: \$50 USD
- Character portrait with a repeat character add-on: \$35 USD
- Print cover add-on: \$40 USD
- Audiobook cover add-on: \$40 USD
- Textless image add-on: \$15 USD
- Commercial merchandise license add-on: \$100 USD
- Book formatting: \$50 USD
- Exclusive stock images: \$35 USD
- Modification license add-on: \$60 USD
- Promotional 3d book image set add-on: \$15 USD
- Additional character on cover or commissioned art add-on: \$50 USD
- Additional revisions pre-final approval: \$25 USD per hour
- Additional revisions post-final approval: \$25 USD per hour

For deluxe custom e-book cover packages, the Client can choose to either pay for the e-book cover up front with one payment before work begins, or the Client will pay for the e-book cover in three payments. The payment schedule for the Client who opts for the three payment option will be as follows:

- A \$50 non-refundable deposit to reserve a slot on the custom order calendar
- The first half of the total custom order invoice after the Client approves the design concept
- The remainder of the custom order invoice (minus the \$50 deposit) after the Client approves the final design

4. LATE PAYMENT

Before J. L. Wilson Designs will release any Final Deliverables or grant the Client a license to use Final Deliverables, the Client must pay the amount as indicated on their invoice(s) in full and approve final design(s) for Services where customization is involved. If approval or payment is delayed, J. L. Wilson Designs is not liable for any delay or profit loss this may cause the Client. **If the invoice is not paid in full after a period of 7 days, J. L. Wilson Designs will institute a 10% late fee. If the invoice is not paid in full after a period of 14 days, J. L. Wilson Designs may consider the Client to be in breach of contract.**

5. REFUNDS AND RESELLING

Final Deliverables are licensed specifically to the Client and cannot be resold or transferred without prior written permission from J. L. Wilson Designs, which will be granted by J. L. Wilson Designs at its sole discretion. **All orders and payments are non-refundable regardless of whether this contract is terminated**, with the exception of orders that J. L. Wilson Designs declines to take on (hereinafter "Refused Orders"). A client of a refused order will be refunded any calendar deposits or money paid to the cost of the Refused Order. Retitling covers is permissible, but carries an additional fee that must be paid before J. L. Wilson Designs will begin retitling the cover.

J. L. Wilson Designs reserves the right to issue refunds (partial or complete) or to permit the Client to transfer a license at its sole discretion in cases of extenuating circumstances without weakening the status of other orders and payments as final, non-refundable, and without the option to transfer.

6. MODIFICATION

The Client understands and agrees that all Work by J. L. Wilson Designs, including, but not limited to, Preliminary Work and Final Deliverables may not be altered by anyone other than J. L. Wilson Designs unless permission is obtained in writing from Jennifer Wilson of J. L. Wilson Designs in advance or a modification license add-on is purchased which permits the Client to make modifications to Final Deliverables in accordance with the terms of the modification license. The only exceptions to this rule are i) J. L. Wilson Designs stock images which are created for use by other designers in their own original designs and permit modification, and ii) the Final Deliverables of the book formatting package. The Client is permitted to modify any book formatting Final Deliverables as desired, though J. L. Wilson Designs is not liable for any issues, costs, expenses, damages, or losses that arise from modification.

7. ATTRIBUTION

Jennifer Wilson of J. L. Wilson Designs requires cover design credit to appear in the Client's book on the copyright page. The Client acknowledges and agrees to include a line of attribution on the copyright page of any book using a J. L. Wilson Designs cover. The line of attribution should read: **"Cover Design © J. L. Wilson Designs | <https://jwilsondesigns.com>"**.

8. PORTFOLIO RIGHTS

The Client acknowledges and agrees that J. L. Wilson Designs retains the right to use designs (final or otherwise), author name, and book title to market and promote their business.

J. L. Wilson Designs acknowledges and agrees that the Client may request in writing that a custom project design not be shown in full in a public portfolio for six months. In this case, J. L. Wilson Designs will show no more than 25% of the cover during this six month period without advanced written permission by the Client to do so.

9. SERIES CONTINUATIONS

Series continuations for all J. L. Wilson Designs covers (premade or custom) are available at the cost of the current custom cover price (either the deluxe custom cover package or a customized premade), except in cases where the Client has paid in full for a deluxe custom cover package or customized premade at a previous, cheaper price. If the Client wishes J. L. Wilson Designs to do a series continuation for a non-J. L. Wilson Designs cover, the Client must provide J. L. Wilson Designs with written permission from the previous designer.

If the Client wishes another designer besides J. L. Wilson Designs to do a series continuation for a J. L. Wilson Designs cover, this is possible, but requires advanced written permission by Jennifer Wilson of J. L. Wilson Designs. J. L. Wilson Designs reserves the right to charge a small fee to gather the information a new designer will need to do a series continuation for a J. L. Wilson Designs cover.

10. COPYRIGHT, THIRD PARTY ASSETS, AND LICENSING

The Designer hereby represents and warrants to the Client that the Designer will provide the Services identified in the Agreement in a professional manner. The Designer further represents and warrants to the Client that (i) except Third Party Materials and Client Content, the Final Deliverables shall be the original work of the Designer and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by the Designer, the Designer shall have agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for the Designer to grant the intellectual property rights provided in this Agreement, and (iii) to the best of the Designer's knowledge, the Final Deliverables do not infringe upon the rights of any party in the use conditioned by the terms and conditions of this Agreement. In the event that the Client or third

parties modify or otherwise use the Final Deliverables outside of the scope or for any purpose not identified in this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of the Designer shall be void. Proof of licensing for any assets used in Final Deliverables is available to the Client upon request.

The Client acknowledges and agrees that J. L. Wilson Designs may use assets in Final Deliverables that have additional license restrictions, including, but not limited to, stock images, fonts, or 3D assets. The Client acknowledges and agrees to abide by the terms of any license agreement for any assets used in the creation of the Work including, but not limited to, fonts, 3D assets, and royalty-free stock images licensed by Jennifer Wilson of J. L. Wilson Designs. The Client acknowledges and agrees that J. L. Wilson Designs is not liable for any license infringement by the Client.

The Client represents and warrants that any Client Content including, but not limited to, text, graphics, photographs, manuscripts, and/or other material provided by the Client to J. L. Wilson Designs are owned or licensed by the Client and that the Client is authorized to use and display such items in a design. The Client shall be solely responsible for the materials and the validity of copyrights, trademarks, and ownership claimed by the Client. Client agrees to indemnify and hold J. L. Wilson Designs harmless from and against any claim of infringement, or any trademark, copyright or trade secret, or negligence arising from any of the text, graphics, photographs or other material provided by the Client. J. L. Wilson Designs reserves the right to request a copy of secured rights before using any assets provided by the Client in a design.

11. OWNERSHIP RIGHTS

The Client acknowledges and agrees that Jennifer Wilson maintains full copyright of all designs (final or otherwise) and draft concepts (including layout, style, image placement and fonts) and that these designs and/or draft concepts may not be recreated by anyone, nor can any works be based on a design. Purchase is for a license to use Final Deliverables in accordance with the license or license add-ons purchased. All Preliminary Works and Working Files are the property of Jennifer Wilson of J. L. Wilson Designs and are not to be shared.

All J. L. Wilson Designs Services are sold under an exclusive license. After the Client approves the final design for Services where customization is involved and expressly conditioned upon the Client paying invoice(s) in full for a particular Service, J. L. Wilson Designs will grant the Client an exclusive license to the Final Deliverables for that Service to be used in accordance with this Agreement. By default, any cover designs created by J. L. Wilson Designs are licensed for promotional purposes and to sell books in the corresponding book format. Specifically, designs resulting from an e-book cover purchase (custom or premade) can be used by the Client to sell only digital e-books, designs resulting from a print cover add-on purchase can be used by the Client to sell only print books, and designs resulting from an audiobook cover add-on purchase can be used by the Client to sell only audiobooks.

Any non-cover designs, including, but not limited to, textless images of covers, character portraits, promotional 3d mock-up images, and commissioned artwork, are licensed only for promotional and personal use by default, with the exception of J. L. Wilson Designs stock images and book formatting packages. Stock images can be incorporated into an original design which is then sold for promotional purposes and to sell an unlimited number of books in any format. Book formatting Final Deliverables can be used for personal, promotional, and commercial purposes.

If the Client wishes to sell non-book commercial merchandise using Final Deliverables, the Client must purchase a commercial merchandise license add-on as well as any extended licenses for stock photos used in the final design. If no stock photos requiring extended licenses are used in the final design, only the commercial merchandise license add-on must be purchased from J. L. Wilson Designs to sell non-book commercial merchandise with the Final Deliverables of one of the Client's paid-in-full J. L. Wilson Designs.

12. CLIENT RESPONSIBILITIES

The Client is responsible for submitting any necessary questionnaires to let J. L. Wilson Designs know the Client wishes work on a purchased Service to move to the next step, in addition to carefully checking any questionnaire answers, proofs, revisions, and forms to verify that they are error-free. J. L. Wilson Designs cannot be held liable for any delay in project completion or incorrect information supplied by the Client, nor can J. L. Wilson Designs be held liable for any errors that appear in the Final Deliverables once they have been approved by the Client.

The Client is also responsible for responding to all e-mails and submitting any e-mailed forms **within three days** from the date that J. L. Wilson Designs sends the e-mail. If no response is received within this allotted time period, J. L. Wilson Designs will send written notice to the Client notifying the Client that a response is needed **by midnight EST of the following day. If J. L. Wilson Designs does not receive the necessary e-mail response or submitted form from the Client by this time, J. L. Wilson Designs may at its discretion postpone the Service to a later date or consider the Client in breach of contract.**

When J. L. Wilson Designs has completed all work and revisions included in the purchase of a Service, J. L. Wilson Designs will send the final watermarked design to the Client for final approval along with the final design approval form. The Client has **three days** to submit this form either approving the final design as is or requesting additional changes at the standard cost for revisions pre-final approval. If the Client does not submit the relevant form approving the final design or requesting additional changes **within three days**, J. L. Wilson Designs will send written notice to the Client notifying them that a response is needed **by midnight EST of the following day.**

If the Client submits the form requesting additional revisions within the allotted period (no later than midnight of the day following the reminder e-mail), J. L. Wilson Designs will make the relevant changes and send i) an invoice for those changes for the Client to pay for at this time, and ii) the new final watermarked design and final design approval form for the Client to grant final approval of the revised final design or request additional revisions at the standard cost for revisions pre-final approval. This process of the Client requesting additional changes to a design, being sent a revised design to either approve or request further changes to, and paying for the requested changes from the previous round will continue until at most three additional rounds of changes have been completed (not including any revision rounds that are included in the cost of the purchased Service already). **After three additional revision rounds have been completed, the Client acknowledges and agrees that the Client's final approval will automatically be granted to the final design, no additional revision rounds can be requested, and any remaining payment from the Client for Work will be due at this time.**

If J. L. Wilson Designs does not receive the form granting final approval or requesting additional changes by **midnight EST of the day following the reminder e-mail, the Client acknowledges and agrees that the Client's final approval is to be granted for the final design and that any remaining payment from the Client for the Work will be due at this time.**

13. PREMADE E-BOOK COVERS

Premade covers are available on a first come, first served basis for purchase in the J. L. Wilson Designs Shop. Each Premade Cover includes free text customization, free changes in font type or color, and free changes to a character's eye color. More time-consuming changes carry an additional charge and are dependent on approval by the Designer. After purchasing a premade e-book cover from the J. L. Wilson Designs Shop and once the Client is ready to have the premade cover updated, the Client must submit a premade e-book cover questionnaire form to let J. L. Wilson Designs know the Client wishes work on the premade cover to move to the next step.

Upon receipt of a complete premade e-book cover questionnaire form, J. L. Wilson Designs will begin work updating the premade cover. Once the premade cover has been updated based on the information provided in the questionnaire, J. L. Wilson Designs will send the updated cover to the Client for final approval. Upon approval of the final design and expressly conditioned on payment in full for all fees and costs due including the cost of any additional revisions and more time-consuming changes, J. L. Wilson Designs will release the

Final Deliverables and grant an exclusive license to the Client to use the Final Deliverables to sell e-books and for promotional purposes.

The Final Deliverable(s) for a premade e-book cover are:

- one publish-ready, high-quality .jpg of the premade cover's approved final design
- one web-quality .jpg of the premade cover's approved final design
- one web-quality .png of the premade cover's approved final design as part of a 3d book cover mock-up for promotional use

14. CUSTOMIZED PREMADE E-BOOK COVERS

Each customized premade e-book cover includes free changes in font type or color as well as other minor, less-time consuming changes. More time-consuming changes carry an additional charge and are dependent on approval by the Designer. After purchasing a customized premade e-book cover from the J. L. Wilson Designs Shop, the Client must submit a customized premade e-book cover questionnaire form to let J. L. Wilson Designs know the Client wishes work on the customized premade cover to move to the next step.

J. L. Wilson Designs will work on customized premades in the order they are submitted. Once the customized premade cover has been completed based on the information provided in the questionnaire, J. L. Wilson Designs will send the cover to the Client for final approval. Upon approval of the final design and expressly conditioned on payment in full for all fees and costs due including the cost of any additional revisions and more time-consuming changes, J. L. Wilson Designs will release the Final Deliverables and grant an exclusive license to the Client to use the Final Deliverables to sell e-books and for promotional purposes.

The Final Deliverable(s) for a customized premade e-book cover are:

- one publish-ready, high-quality .jpg of the customized premade cover's approved final design
- one web-quality .jpg of the customized premade cover's approved final design
- one web-quality .png of the customized premade cover's approved final design as part of a 3d book cover mock-up for promotional use

15. DELUXE CUSTOM E-BOOK COVER PACKAGES

Deluxe custom e-book covers are scheduled based on availability, and a deposit is required to reserve a slot on the J. L. Wilson Designs custom order calendar if the three-payment option is selected. If the Client elected the one-payment plan and paid for the entire price of the custom cover up front, a calendar deposit is not required. Instead, the Client can contact me through the J. L. Wilson Designs website contact form to schedule a slot on the custom order calendar.

All calendar deposits are non-refundable, except in cases of a Refused Order. The cost of the deposit will be applied to the cost of the Client's final invoice balance after final approval for the design is granted by the Client to J. L. Wilson Designs. When the Client reserves a slot on the custom order calendar, the Client will be required to submit a deluxe custom cover questionnaire. Approximately two weeks before the Client's reserved slot, the Client will have the opportunity to schedule a meeting with Jennifer Wilson of J. L. Wilson Designs to discuss design concepts for the custom cover. At this time, the Client will approve one of the design concepts and, if on the three-payment option, must pay an invoice for half of the custom order price. Only after payment has been received and a design concept approved will J. L. Wilson Designs create a first draft of the custom cover.

Drafts of the design will be sent to the Client throughout the custom cover process as watermarked images. Two revisions are included in the purchase of a deluxe custom e-book cover. The first revision round is for major changes and the second revision round is for any remaining minor changes. Additional changes after the two revision rounds have been completed are possible, but come with an additional charge.

After approval of the final design by the Client and expressly conditioned on payment of all fees and costs due including, but not limited to, additional revision rounds or fees to add additional characters to the art, J. L.

Wilson Designs will release Final Deliverables to the Client and grant the Client an exclusive license to use the Final Deliverables for promotional purposes and to sell e-books.

The Final Deliverable(s) for a deluxe custom e-book cover package are:

- one publish-ready, high-quality .jpg of the custom cover's approved final design
- one web-quality .jpg of the custom cover's approved final design
- one web-quality .png of the custom cover's approved final design as part of a 3d e-book cover mock-up for promotional use

16. COMMISSIONED ART PACKAGE

Commissioned art is scheduled based on availability, and can be purchased at a discount as an add-on (i.e. commissioned art with a repeat character add-on) if the Client uses a character that has been featured in previous art created by J. L. Wilson Designs. After purchasing the commissioned art Service, the Client will fill out a commissioned art questionnaire and schedule a slot on the J. L. Wilson Designs custom order calendar. Two revision rounds are included in the purchase of a commissioned art package, and drafts of the design will be sent to the Client throughout the commissioned art process as watermarked images. The first revision round is for major changes and the second revision round is for any remaining minor changes. Additional changes after the two revision rounds have been completed are possible, but these additional changes come with an additional charge.

After approval of the final design has been granted by the Client and expressly conditioned upon full payment of all fees and costs due including, but not limited to, additional revision rounds or fees to add additional characters to the art, J. L. Wilson Designs will release Final Deliverables to the Client and grant the Client an exclusive license to use the Final Deliverables for promotional or personal use.

The Final Deliverable(s) for a commissioned art package are:

- one high-quality .png of the commissioned art package's approved final design
- one web-quality .jpg (or .png in the case of any designs with a transparent background) of the commissioned art package's approved final design

17. CHARACTER PORTRAITS

Each character portrait comes with one round of revision, and character portraits can be purchased at a discount as an add-on (i.e. character portrait with a repeat character add-on) if the Client uses a character that has been featured in previous art created by J. L. Wilson Designs. After purchasing a character portrait, the Client must submit a character portrait questionnaire to let J. L. Wilson Designs know the Client wishes to move to the next step in the Service. Upon receipt of a complete questionnaire, J. L. Wilson Designs will create a first draft of the character portrait and send a watermarked draft of the portrait to the Client. At this time, the Client will provide feedback and request any revisions to the portrait. J. L. Wilson Designs will then revise the character portrait as requested and return a final design for approval. Additional changes after the included revision round has been completed are possible, but come with an additional charge.

After approval of the final design has been granted by the Client and expressly conditioned upon full payment of all fees and costs due including, but not limited to, additional revision rounds or fees to add additional characters to the art, J. L. Wilson Designs will grant the Client an exclusive license to use the Final Deliverables for promotional and personal use.

The Final Deliverable(s) for a character portrait are:

- one high-quality .png of the character portrait's approved final design
- one web-quality .jpg (or .png in the case of character portraits on a transparent background) of the character portrait's approved final design

18. PRINT COVER ADD-ONS

After the Client purchases a print cover add-on and submits a print cover questionnaire form, J. L. Wilson Designs will convert a J. L. Wilson Designs e-book cover (premade or custom) into a full wraparound print cover (front cover, spine, and back cover). After approval of the final design has been granted by the Client and expressly conditioned upon full payment of all fees and costs due, J. L. Wilson Designs will grant the Client an exclusive license to use the Final Deliverables for promotional purposes and to sell print books.

The Final Deliverable(s) for a print cover add-on are:

- one publish-ready, high-quality .pdf of the print cover's approved final design
- one high-quality .png of the print cover's approved final design
- one web-quality .jpg of the print cover's approved final design
- one web-quality .png of the print cover's approved final design as part of a 3d print cover mock-up for promotional use

19. AUDIOBOOK COVER ADD-ONS

After the Client purchases an audiobook cover add-on and submits an audiobook cover questionnaire form, J. L. Wilson Designs will convert a J. L. Wilson Designs e-book cover (premade or custom) into an audiobook cover. After approval of the final design has been granted by the Client and expressly conditioned upon full payment of all fees and costs due, J. L. Wilson Designs will grant the Client an exclusive license to use the Final Deliverables for for promotional purposes and to sell audiobooks.

The Final Deliverable(s) for an audiobook cover add-on are:

- one publish-ready, high-quality .jpg of the audiobook cover's approved final design
- one web-quality .jpg of the audiobook cover's approved final design
- one web-quality .png of the audiobook cover's approved final design as part of a 3d audiobook cover mock-up for promotional use

20. ADDITIONAL CHARACTER ADD-ONS

After the Client purchases an additional character add-on and submits an additional character add-on questionnaire form, J. L. Wilson Designs will add an additional character to the ongoing or future custom art package of the Client's choice as indicated on the submitted additional character add-on questionnaire.

The Final Deliverable(s) for an additional character add-on are:

- one additional character to be added into a custom art package purchased by the Client

21. TEXTLESS IMAGE ADD-ONS

If the Client purchases a textless image add-on, J. L. Wilson Designs will remove the text as well as effects that may have been added to the cover to increase text legibility (e.g. blurring, darkening, removing detail).

After approval of the final design has been granted by the Client and expressly conditioned upon full payment of all fees and costs due (including any fees and costs for the relevant cover), J. L. Wilson Designs will grant the Client an exclusive license to the Client to use the Final Deliverables for for promotional and personal purposes.

The Final Deliverable(s) for a textless image add-on are:

- one high-quality .png of the textless image's approved final design
- one web-quality .jpg of the textless image's approved final design

22. 3D BOOK IMAGE SET ADD-ONS

If the Client purchases a 3d book image set add-on, J. L. Wilson Designs will use the Client's purchased J. L. Wilson Designs book cover(s) to create three promotional images showcasing the cover(s) on 3d print books, e-readers, and/or mobile devices as determined through discussion with the Client. After final approval of all the 3d book images has been granted by the Client and expressly conditioned upon full payment of all fees

and costs due, J. L. Wilson Designs will grant the Client an exclusive license to use the Final Deliverables for promotional purposes to sell books.

The Final Deliverable(s) for a 3d book image set add-on are:

- three different web-quality .pngs of approved final cover design(s) as part of a 3d book cover mock-up for promotional use

23. STOCK IMAGES

All J. L. Wilson Designs stock images can be purchased only one and are available for exclusive use by the Client who purchases them. A modification license is not needed to permit the Client to modify any purchased stock images. The Client can modify, alter, and otherwise adjust the image as needed to incorporate it into an original design which can in turn be used for promotional purposes or to sell an unlimited number of books, though J. L. Wilson Designs is not liable for any issues, costs, expenses, damages, or losses that arise from modification.

Stock images cannot be used in pornography, to promote hate crimes or in any way that is against the law. Nor can stock images be sold as is and or made available in any form that allows the stock image to be extracted.

The Final Deliverable(s) for a stock image are:

- one high-quality .png at 300 dpi with a transparent background for any stock images displayed on a stock image sales page at a minimum of 5000x3000 pixels

24. BOOK FORMATTING PACKAGES

After purchasing a book formatting package from J. L. Wilson Designs, the Client will submit a book formatting questionnaire form and the relevant manuscript to be formatted. Upon receipt of the book formatting questionnaire form and the manuscript, J. L. Wilson Designs will format the Client's manuscript based on the answers provided in the questionnaire. The book formatting package includes up to three revisions. Additional changes after the three revisions have been completed are possible, but come with an additional charge. Upon final approval of the formatted manuscript, Final Deliverables will be released and J. L. Wilson Designs will grant the Client an exclusive license to the formatted files.

Unlike all other J. L. Wilson Designs Services (besides stock images), a modification license is not required to modify the Final Deliverables received in the book formatting package. The Client is permitted to modify book formatting Final Deliverables as desired, though J. L. Wilson Designs is not liable for any issues, costs, expense, damages, or losses that arise from modification.

The Final Deliverable(s) for a book formatting package are:

- The Client's formatted manuscript in the necessary file formats for Kindle, Apple, Google Play, Kobo, Nook, and Generic epub as outputted by Vellum software
- The Client's formatted manuscript in .pdf file format for Print as outputted by Vellum software
- The Client's formatted manuscript's Vellum file

25. COMMERCIAL MERCHANDISE LICENSE ADD-ONS

If the Client wishes to use a specific design to sell commercial merchandise that is not a book, this is possible if the Client purchases i) extended licenses for any stock photos used in the Final Deliverables, and ii) a commercial merchandise license add-on from J. L. Wilson Designs for the final design the Client wishes to use to sell non-book commercial merchandise. If no Third Party Materials (e.g. stock photos) requiring extended licenses are used in the final design, only the commercial swag license add-on must be purchased from J. L. Wilson Designs to use the chosen purchased design from J. L. Wilson Designs to sell non-book commercial merchandise.

Once the invoice for the design and the commercial merchandise license add-on have been paid in full and the Client has given approval for the final design and purchased any necessary stock photo extended

licenses used in the design, J. L. Wilson Designs will grant the Client an exclusive license to use the specific Final Deliverables to sell non-book commercial merchandise (e.g. t-shirts, notebooks, mugs) and will relinquish all claims to future royalties based on merchandise sales.

The Final Deliverable(s) for a commercial merchandise license add-on are:

- a written acknowledgment from J. L. Wilson Designs that the Client had been granted one exclusive commercial merchandise license permitting the Client to use the chosen final design to sell an unlimited amount of non-book merchandise in accordance with this Agreement

26. MODIFICATION LICENSE ADD-ONS

If the Client wishes to modify Final Deliverables for a design created by J. L. Wilson Designs to promote the original story for which it was created (e.g. create ads, 3d book mock-up images, website images), this is possible if the Client purchases a modification license add-on from J. L. Wilson Designs for the final design the Client wishes to modify. Once the Client has given approval for final design(s) and explicitly conditioned upon payment of all fees and costs involved in the design and the modification license add-on purchase, J. L. Wilson Designs will grant the Client an exclusive license to crop, edit, alter the colors of, and manipulate the Final Deliverables for promotional purposes, though J. L. Wilson Designs is not liable for any issues, costs, expenses, damages, or losses that arise from modification.

The modification license add-on only permits the Client to modify the Final Deliverables for use in promoting the original story the cover was purchased for. On all platforms where the book is sold, the Final Deliverables must be used without modification as the cover image to sell the book.

Even if the Client purchases a modification license add-on for a design, **the Client is never allowed to modify Final Deliverables as a means of creating book covers for others or for their own stories.**

A modification license add-on is not needed to modify stock images or book formatting Final Deliverables purchased from J. L. Wilson Designs, as this is already permitted in the default purchase of these two Services.

The Final Deliverable(s) for a modification license add-on are:

- a written acknowledgment from J. L. Wilson Designs that the Client had been granted one exclusive modification license permitting the Client to modify the chosen design in accordance with this Agreement for use in promoting the original story for which it was created

27. GIFT CARDS

After the Client purchases a gift card, J. L. Wilson Designs will transfer the balance of the purchased gift card from the original Client gifter to the new Client giftee as indicated in the fields the Client filled in while purchasing the gift card. Gift cards are non-refundable, and giftees are required to agree to the terms and conditions under which all J. L. Wilson Designs Services are sold before the giftee can use the balance of the gift card to purchase from J. L. Wilson Designs.

The Final Deliverable(s) for a gift card are:

- one gift card for the balance purchased by the original Client to be transferred to the new giftee Client as indicated during the gift card purchasing process

28. ADDITIONAL REVISION ROUNDS

Up to two additional revision rounds can be purchased. If a Client purchases any additional revision rounds, these rounds will be conducted as follows: The first additional revision round should include any major change requests, with the second additional revision round focusing on any remaining minor changes and any changes needed to polish the results of the previous round of major changes. All additional revision rounds carry a fee of \$25/hour which must be paid in full upon completion of the revision round. A second additional revision round will not be completed until all fees and costs are paid in full for the first additional revision

round.

29. ADDITIONAL SERVICES

Each Service purchased by the Client involves a specific scope of work as laid out in this Agreement. If the Client (i) needs additional work beyond what is included in a purchased service, (ii) needs additional revisions beyond the number of revisions included in a purchased service, or (iii) needs additional work after a final design has been approved, the Client can purchase this work at any time by signing a contract for the new Service(s) and paying the invoice in full.

30. TURNAROUND TIME

J. L. Wilson Designs acknowledges and agrees to complete projects without baseless delays with a standard turnaround time of 10 work days (Monday-Friday excluding major holidays) for all Services with the exception of custom work scheduled on a calendar, and to inform the Client in writing should delays occur for reasons outside of the Client's control.

The Client acknowledges and agrees that work may be delayed for a variety of reasons, such as the Client's rate of response to J. L. Wilson Designs, delayed invoice payment by the Client, an overabundance of orders by other clients, and circumstances outside the control of J. L. Wilson Designs. J. L. Wilson Designs is not responsible for missed deadlines.

31. FORCE MAJEURE

Neither Party shall be deemed in breach of this Agreement nor liable for delay in performance or failure to perform any responsibilities described in this Agreement for reason of fire, earthquake, flood, hurricane or other severe weather, labor dispute, act of war, terrorism, riot or other severe civil disturbance, death, illness or incapacity, or any local, province, federal, national or international law, governmental order or regulation or any other event beyond the control of the Party (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the affected Party shall give notice to the other Party of an inability to perform or of delay. J. L. Wilson Designs revise the schedule for completion of the Service.

32. NO GUARANTEE OF SALES

The Client acknowledges and agrees that J. L. Wilson Designs cannot be held liable for the volume of sales for any project.

33. LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, J. L. WILSON DESIGNS WILL NOT BE LIABLE TO THE CLIENT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT OR REVENUES (DIRECTLY OR INDIRECTLY), OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES ARISING FROM THE CLIENT'S USE OF SERVICES BY J. L. WILSON DESIGNS. AT NO TIME WILL JENNIFER WILSON OF J. L. WILSON DESIGNS BE HELD FINANCIALLY OR LEGALLY RESPONSIBLE FOR ANY PROBLEMS, COSTS, FEES, OR EXPENSES INCURRED BY THE CLIENT AS A RESULT OF USING THE SERVICES PROVIDED BY J. L. WILSON DESIGNS.

34. INDEMNIFICATION

The Client agrees to indemnify and hold harmless J. L. Wilson Designs from and against any claims, losses, suits, proceedings, disputes, liabilities, damages, demands, costs, and expenses including, but not limited to, reasonable legal and accounting fees related in any way to the Client's use of Services by J. L. Wilson Designs, Client Content, or the Client's breach of this Agreement.

35. WAIVER

A Party's failure, neglect, or delay in enforcing an obligation or exercising a right or remedy under this Agreement shall not be deemed a waiver of that obligation, right, or remedy. No single or partial exercise of any right or remedy shall preclude future exercises of any right or remedy. A waiver or extension must be provided in writing and signed by the Party granting it to be effective. A waiver of a breach of term shall not be

deemed a waiver of a breach of any other term in the Agreement, and a waiver of an obligation in one circumstance will not prevent a Party from requiring compliance with the obligation on other occasions.

36. RELATIONSHIP OF THE PARTIES

The Designer is an independent contractor, not an employee of the Client or any company affiliated with the Client. The Designer shall provide the Services under the general direction of the Client, but the Designer shall determine at the Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. All rights, if any, granted to the Client are contractual in nature and are wholly defined by the express written agreement of the parties and various terms and conditions of this Agreement.

37. THIRD PARTY RIGHTS

No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

38. ASSIGNMENT

This Agreement, and any rights, obligations, and licenses granted hereunder, may not be transferred or assigned by the Client under any circumstances without prior written and signed consent by J. L. Wilson Designs. Any attempted transfer or assignment in violation hereof shall be null and void.

39. DEFINITIONS

As used herein and throughout this Agreement:

1.1 *Agreement* means the entire content of this Terms and Conditions document and any invoices which detail the Services ordered by the Client.

1.2 *Final Deliverables* means the final files in the form and media specified in this contract to be received by the Client from J. L. Wilson Designs as determined by the Services ordered by the Client and paid for in full.

1.3 *Client Content* means all materials, information, factual, promotional, or other advertising claims, photography, writings and other creative content provided by the Client for use in the preparation of and/or incorporation in the Final Deliverables.

1.4 *Preliminary Work* means all creative content including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by the Designer and which may or may not be shown and or delivered to the Client for consideration but do not form part of the Final Deliverables.

1.5 *Working Files* means all underlying work product and digital files utilized by the Designer to create the Preliminary Works and Final Works other than the format comprising the Final Deliverables.

1.6 *Work* means all creative content developed by J. L. Wilson Designs, or commissioned by J. L. Wilson Designs, for the Project and incorporated in the Final Deliverables, including, but not limited to, any and all visual elements, graphic design, illustration, photography, animation, motion design, audio-visual works, sounds, typographic treatments and text, modifications to Client Content, and the Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

1.7 *Third Party Materials* means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography, 3d assets, or illustration.

1.8 *Copyright* means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.9 *Project* means the scope and purpose of the Client’s identified usage of the work product as described in this Agreement and determined by the Services ordered by the Client and paid for in full.

1.10 *Refused Order* means any order that J. L. Wilson Designs declines to take on.

40. TERMINATION

Either Party can choose to terminate this Agreement at any time upon written notice to the other Party. Upon termination, all rights, obligations, and licenses granted to the Client in this Agreement will be terminated. The Client may no longer exercise any rights granted in this Agreement and must destroy all copies of Work by J. L. Wilson Designs within 30 days. All payments and fees received prior to termination are non-refundable regardless of whether this Agreement is terminated, except as required by law or in the case of a Refused Order by J. L. Wilson Designs. All Work by J. L. Wilson Designs remains the property of J. L. Wilson Designs and may be repurposed in future designs.

41. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is deemed unlawful, invalid, void, or unenforceable, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement shall remain in full force and effect.

42. GOVERNING LAW

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

The terms of this Agreement shall be interpreted according to the laws and legal jurisdiction of the State of Virginia, USA.

43. AGREEMENT

This Agreement is the entire agreement of all Parties. No previous additional promises or conditions, written or oral, implied or otherwise, apply to this Agreement that are not included herein. Any future amendments or additions to this Agreement must be written, dated, and signed by both Parties in hardcopy or via e-signature. Upon delivery of Final Deliverables, this Agreement is considered fulfilled.

By actively ticking the checkbox that reads “I declare that I have read and agree to the terms and conditions under which all J. L. Wilson Designs Services are sold” during the checkout process, the Parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the date of purchase, and each Party represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

Client:

I agree to the terms and conditions of this contract.

First Name

Last Name

Select Date

Signature

Business Owner:

I agree to the terms and conditions of this contract.

First Name

Last Name

Signature

Two Columns Title