

# J. L. Wilson Designs Terms and Conditions

## Standard Service Agreement and Contract

**Anyone who purchases from J. L. Wilson Designs (hereinafter "Client") enters into a binding legal agreement (hereinafter "Agreement") with Jennifer Wilson of J. L. Wilson Designs (hereinafter "Designer" or "J. L. Wilson Designs") as of the purchase date and must abide by the terms and conditions set out in this agreement.** You signify your agreement to abide by the following terms and conditions by purchasing from J. L. Wilson Designs.

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 a purchase 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 44.

J. L. Wilson Designs offers a variety of services including, but not limited to, custom e-book covers, build your own premade e-book covers, character starters, premade e-book covers, print cover add-ons, audiobook cover add-ons, merchandise license add-ons, modification license add-ons, textless image add-ons, character extraction add-ons, book formatting, character portraits, stock images, and commissioned art packages (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 as outlined in this Agreement, 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 as outlined in this Agreement.**

## 1. EXCLUSIVITY OF DESIGN

All J. L. Wilson Designs Services with the exception of stock images 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 rare cases where the contract is terminated (e.g. breach of contract, the original Client chooses to terminate the contract). In those contexts, J. L. Wilson Designs may choose to make changes to a design and repurpose it 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.

## 2. 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.** 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.

### 3. DESIGN CONCEPTS AND IN-PROGRESS DESIGNS

The Client is permitted to share design concepts/mock-ups and non-final design versions with family and friends in private contexts, but **design concepts, mock-ups, and all non-final versions of a design are not allowed to be posted on social media or any public forum** including, but not limited to, Facebook, Instagram, Twitter, Tumblr, writing forums, or author websites without prior written consent by J. L. Wilson Designs.

### 4. ATTRIBUTION

J. L. Wilson Designs retains the right to attribution for all Work completed by J. L. Wilson Designs. The Client acknowledges and agrees to **always** provide credit to Jennifer Wilson of J. L. Wilson Designs when others ask about the creator of the Work and to include a line of attribution on the copyright page at the beginning of any book using a J. L. Wilson Designs cover that reads: **“Cover Design © J. L. Wilson Designs | <https://jwilsondesigns.com> (<https://jwilsondesigns.com>)”** as well as a line of attribution on the back of the print cover that reads **“Cover by J. L. Wilson Designs”**. J. L. Wilson Designs reserves the right to decline designer credit, especially in cases where design decisions are made in opposition to designer advice.

### 5. MODIFICATION

The Client acknowledges 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.

### 6. PAYMENT

Payment can be made via credit card, and up-to-date pricing is available on the website. Prices are subject to change in the future and any services that have not already been purchased must be purchased at the current pricing, though J. L. Wilson Designs reserves the right to provide discount codes to Clients in special contexts. All Services must be paid for in full before any work begins with the exception of build your own premades, character starters, and custom e-book covers.

Build your own premades and custom e-book covers require a non-refundable 50% deposit due upon ordering, with the remaining cost due upon completion of any edits or revision rounds included in the Service. Cover starter characters can be purchased at the price listed on the website, with the remaining cost of the cover due to reserve a slot on the J. L. Wilson Designs calendar to finalize the cover.

### 7. 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.**

## 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. If this is requested by the Client, J. L. Wilson Designs will show no more than 1/3 of the art during this six month time period unless permission is granted in writing by the Client allowing more of the art to be shown.

## 9. SERIES CONTINUATIONS

Series continuations for all J. L. Wilson Designs covers are available at the cost of the current build your own premade or custom cover options. 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 contact information for and 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. 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 responding promptly to any questions or e-mails from J. L. Wilson Designs and carefully checking any questionnaire answers, proofs, revisions, and forms to verify that they are error-free and submitted before deadline. 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 treating J. L. Wilson Designs with professional courtesy throughout their working relationship. J. L. Wilson Designs reserves the right to cancel projects for hostile or negative working conditions if the Client begins to berate, insult, or use hostile, rude, or demeaning language in communications with J. L. Wilson Designs or if the Client cannot fulfill their responsibilities in a timely fashion.

## 11. DEADLINES AND AVOIDING PROJECT DELAY

The Client understands and acknowledges that J. L. Wilson Designs may be working on several projects at once and in order to keep projects on schedule, the Client is responsible for responding to all e-mails and submitting any forms or contracts **within three days** from the date that J. L. Wilson Designs sends the e-mail, form, or contract. **If J. L. Wilson Designs does not receive the necessary response, submitted form, or signed contract from the Client by this deadline, J. L. Wilson Designs may at its sole discretion consider any work for that particular revision round completed or postpone the Service to a later date.**

## 12. 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.

### 13. 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 with the exception of stock images 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 digital promotional purposes and to sell books in the corresponding book format. Specifically, designs resulting from an e-book cover purchase 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 art packages, are licensed only for digital 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 or licensed to a client for digital 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 create, sell, or distribute non-book merchandise using Final Deliverables, the Client must purchase a 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 merchandise license add-on must be purchased from J. L. Wilson Designs to sell non-book merchandise with the Final

Deliverables of one of the Client's paid-in-full J. L. Wilson Designs.

## 14. NUMBER OF CHARACTERS IN CUSTOMIZED ART

All custom services (e.g. build your own premades, character starter covers, custom e-books, commissioned art packages, and character portraits) include one character in the base cost of the Service. If the Client wishes to include more than one character in the art for any of these Services, an additional character add-on must be purchased for each character after the first before work can begin.

## 15. 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 are dependent on approval by the Designer and will carry additional charges. 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 and select a date on the J. L. Wilson Designs calendar to let J. L. Wilson Designs know the Client wishes work on the premade cover to move to the next step.

On the reserved calendar date, 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 digital promotional purposes.

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

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

## 16. CHARACTER STARTERS

Character starters are available on a first come, first served basis for purchase in the J. L. Wilson Designs Shop. Each cover starter character comes with free changes to a character's hair color, eye color, or clothing. More time-consuming changes are dependent on approval by the Designer and may carry additional charges. After purchasing a character starter from the J. L. Wilson Designs Shop and once the Client is ready to have the cover starter character turned into a cover, the Client must submit a character starter questionnaire form and select a date on the J. L. Wilson Designs calendar to let J. L. Wilson Designs know the Client wishes work on the e-book cover to move to the next step.

On the reserved calendar date, J. L. Wilson Designs will begin work creating an e-book cover with the purchased cover starter character. While J. L. Wilson Designs will try to use the character as close to as is as possible, there is always some adjustment necessary to blend a character into a cover design and create something cohesive (e.g. lighting, slight color adjustments to match a background, modifying the angle of elements to better interact with text/background). These types of changes may occur when J. L. Wilson Designs finishes creating the cover.

Once the e-book cover has been completed based on the information provided in the questionnaire and any needed adjustments to incorporate the cover starter character into the cover, J. L. Wilson Designs will send the updated cover to the Client for approval. Only minor edits are permitted free of charge for character starter e-book covers since most details will already match what is needed based on the questionnaire and previous

character customization. More time-consuming changes carry an additional charge and are dependent on approval by the Designer.

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 digital promotional purposes.

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

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

## 17. BUILD YOUR OWN PREMADE E-BOOK COVERS

After paying the calendar deposit to reserve a slot on the custom order calendar for a build your own premade e-book cover, the Client must submit a build your own premade e-book cover questionnaire form. Using the answers provided on this questionnaire, J. L. Wilson Designs will create a cover for the Client.

After the cover has been created, J. L. Wilson Designs will send the cover to the Client for approval as well as invoice for the remaining cost. Only minor edits are permitted free of charge for build your own premade e-book covers since most details will already match what is needed based on the questionnaire. More time-consuming changes carry an additional charge and are dependent on approval by the Designer. After these minor edits have been completed, the remainder of the cost of the build your own premade cover will be due.

Upon the Client's approval of the final design and expressly conditioned on payment in full for all fees and costs due including, but not limited to, the remainder of the build your own premade cover cost, the cost to include any additional characters, or the cost of any additional revisions, J. L. Wilson Designs will release the Final Deliverables and grant an exclusive license to the Client to use the Final Deliverables for a build your own premade to sell e-books and for digital promotional purposes.

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

- one publish-ready, high-quality image of the build your own premade e-book cover's approved final design
- one web-quality image of the build your own premade e-book cover's approved final design
- one web-quality image of the build your own premade e-book cover's approved final design as part of a 3d book cover mock-up for digital promotional use

## 18. CUSTOM E-BOOK COVERS

After paying the calendar deposit to reserve a slot on the custom order calendar for a custom e-book cover package, the Client must submit a custom e-book cover questionnaire form. After reviewing the questionnaire, asking any follow-up questions, and discussing marketing with the Client via e-mail, J. L. Wilson Designs will create a cover for the Client. At this point, the Client can put forward a list of revisions for the revision round included in each custom e-book cover. J. L. Wilson Designs will then update the cover.

After this revision round has been completed, the remainder of the cost of the custom cover will be due. Upon approval of the final design by the Client and expressly conditioned on payment in full for all fees and costs due including, but not limited to, the remainder of the custom e-book cover cost, the cost to include any additional characters, or the cost of any additional revisions, J. L. Wilson Designs will release the Final Deliverables for a custom e-book cover and grant an exclusive license to the Client to use the Final Deliverables to sell e-books and for digital promotional purposes.

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

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

## 19. COMMISSIONED ART PACKAGES

Commissioned art packages are scheduled based on availability, and can be purchased at a discount as an add-on (i.e. a commissioned art package 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 commissioned art package and scheduling a slot on the J. L. Wilson Designs custom order calendar, the Client must fill out a commissioned art package questionnaire.

One revision round is included in the purchase of a commissioned art package. Additional changes after the included revision round has been completed are possible, but these additional changes come with an additional charge and are dependent on Designer approval.

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 for a commissioned art package to the Client and grant the Client an exclusive license to use the Final Deliverables for digital promotional or personal use.

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

- one high-quality image of the commissioned art package's approved final design for digital personal and promotional use
- one web-quality image of the commissioned art package's approved final design for digital personal and promotional use

## 20. CHARACTER PORTRAITS

Character portraits can be purchased at two prices: a default standard price for portraits of new characters and a discounted add-on price (i.e. character portrait with a repeat character add-on) if the Client uses a character with the same physical appearance as one that has been featured in previous art created for them by J. L. Wilson Designs. To order a character portrait, the Client must purchase the character portrait, submit a character portrait questionnaire and select a date on the J. L. Wilson Designs calendar to let J. L. Wilson Designs know the Client wishes to move to the next step in the Service. On the Client's reserved calendar date, J. L. Wilson Designs will create the character portrait and send it to the Client. At this time, the Client can request minor changes to the portrait if desired, and J. L. Wilson Designs will update the portrait.

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, requested additional revision rounds or fees to add additional characters to the art, J. L. Wilson Designs will release Final Deliverables for a character portrait to the Client and grant the Client an exclusive license to use the Final Deliverables for digital promotional and personal use. The Client cannot use character portraits to create book covers, though they can request J. L. Wilson Designs create a book cover using their character portrait for an upgrade fee.

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

- one high-quality image of the character portrait's approved final design for digital personal and promotional use
- one web-quality image of the character portrait's approved final design for digital personal and promotional use

## 21. PRINT COVER ADD-ONS

To order a print cover, the Client must purchase a print cover add-on, reserve a slot on the J. L. Wilson Designs calendar, and submit a print cover questionnaire. On the Client's reserved calendar date, J. L. Wilson Designs will start converting a J. L. Wilson Designs e-book cover into a full wraparound print cover (front cover, spine, and back cover) for one distributor as selected by the Client. Additional distributors carry an additional fee. 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 release Final Deliverables for a print cover add-on and grant the Client an exclusive license to use the Final Deliverables for digital promotional purposes and to sell print books in accordance with Third Party Material limitations.

If stock images are used in the final design, the Client is required to conform to any stock photo license restrictions (e.g. stock photos from DepositPhotos or Bewitching Book Stock permit up to 500k books to be printed and NeoStock permits up to 250k books to be printed as of January 2021). If the Client's project is successful enough to require more printed copies, the Client must purchase additional licenses from the stock photo depository for any relevant stock photos to permit this and provide J. L. Wilson Designs with proof that this has been done.

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

## 22. AUDIOBOOK COVER ADD-ONS

To order an audiobook cover, the Client must purchase an audiobook cover add-on, reserve a slot on the J. L. Wilson Designs calendar, and submit an audiobook cover questionnaire. On the Client's reserved calendar date, J. L. Wilson Designs will start converting a J. L. Wilson Designs e-book cover into an audiobook cover for one distributor as selected by the Client. 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 release the Final Deliverables for an audiobook cover add-on and grant the Client an exclusive license to use the Final Deliverables for digital promotional purposes and to sell audiobooks.

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

- one publish-ready, high-quality image of the audiobook cover's approved final design

## 23. 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 customized art package (e.g. character portrait, custom e-book cover) 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

## 24. COMPLETE CHARACTER CHANGE ADD-ONS

After the Client purchases a complete character change add-on and submits the complete character change add-on questionnaire form, J. L. Wilson Designs will change the current character on a premade cover to fit the new specifications requested.

The Final Deliverable(s) for a complete character change add-on are:

- one new character to replace a current character in art purchased by the Client

## 25. TEXTLESS IMAGE ADD-ONS

After the Client purchases a textless image add-on, J. L. Wilson Designs will remove the text, and depending on the cover, some of the effects that may have been added to the cover to increase text legibility (e.g. blurring, darkening, reducing contrast).

After approval of the final design for the corresponding cover 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 release Final Deliverables for a textless image add-on and grant the Client an exclusive license to the Client to use the Final Deliverables for digital promotional and personal purposes.

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

- one web-quality image of the textless image's approved final design for digital personal and promotional use

## 26. CHARACTER EXTRACTION ADD-ONS

After the Client purchases a character extraction add-on, the Client will reserve a slot on the J. L. Wilson Designs calendar. On the Client's reserved calendar date, J. L. Wilson Designs will start removing the main character from an approved final design and provide the character along with any magical effects or held props as an image on a transparent background.

After approval of the final design for the corresponding cover 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 release Final Deliverables for a character extraction add-on and grant the Client an exclusive license to use the Final Deliverables for digital promotional and personal purposes.

The Final Deliverable(s) for a character extraction add-on are:

- one web-quality image of the main character from a final cover design on a transparent background for digital personal and promotional use

## 27. 3D MOCK-UPS ADD-ONS

After the Client purchases a 3d mock-ups 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 release Final Deliverables for a 3d book image set add-on and grant the Client an exclusive license to use the Final Deliverables for digital promotional purposes to sell books.

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

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

## 28. STOCK IMAGES

All J. L. Wilson Designs stock images can be purchased for **non-exclusive use**. 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 digital 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 or use.

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 or that would compete with the original stock image.

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

- high-quality images with a transparent background for any stock images displayed on a stock image sales page

## 29. BOOK FORMATTING PACKAGES

After purchasing a book formatting package from J. L. Wilson Designs, the Client will reserve a date on the J. L. Wilson Designs calendar, and submit a book formatting questionnaire form along with the relevant manuscript to be formatted. On the reserved calendar date, J. L. Wilson Designs will begin formatting the Client's manuscript based on the answers provided in the questionnaire. The book formatting package includes one round of revisions that can be used before final approval is granted as well as one free revision round that can be used in the first three years after final approval of the formatted manuscript has been granted by the Client to J. L. Wilson Designs. Additional changes after the revision rounds included in the book formatting package have been completed are possible, but come with an additional charge. Upon final approval of the formatted manuscript, Final Deliverables for the book formatting package 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, expenses, 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

## 30. MERCHANDISE LICENSE ADD-ONS

If the Client wishes to use a specific design to create, sell, or distribute any non-book digital or physical merchandise, this is possible if the Client purchases i) extended licenses for any stock photos used in the Final Deliverables, and ii) a merchandise license add-on from J. L. Wilson Designs for the final design the Client wishes to use. If no Third Party Materials (e.g. stock photos) requiring extended licenses are used in the final design, only the merchandise license add-on must be purchased from J. L. Wilson Designs to use the chosen purchased design from J. L. Wilson Designs to create, distribute to others, or sell merchandise.

Once i) the invoice for the design and the merchandise license add-on have been paid in full, ii) the Client has given approval for the final design, and iii) the Client has provided proof of purchase to J. L. Wilson Designs for 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 create, sell, or distribute 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 merchandise license add-on are:

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

## 31. MODIFICATION LICENSE ADD-ONS

If the Client wishes to modify Final Deliverables for a design created by J. L. Wilson Designs to digitally 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 expressly 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 digital promotional purposes, though J. L. Wilson Designs is not liable for any issues, costs, expenses, damages, or losses that arise from modification and may at the Designer's discretion request that the Client not provide designer attribution credit for some designs that have been modified by the Client.

The modification license add-on only permits the Client to modify the Final Deliverables for use in digitally promoting the original story a 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 digitally promoting the original story for which it was created

## 32. GIFT CARDS

The Client understands and acknowledges that gift cards are non-refundable, and that anyone using a gift card balance including, but not limited to, the original Client or someone to whom the original Client gives the gift card to must agree to abide by the terms and conditions under which all J. L. Wilson Designs Services are sold before the balance of the gift card can be used to purchase from J. L. Wilson Designs.

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

- one gift card for the amount purchased by the original Client

## 33. ADDITIONAL REVISION ROUNDS

Up to two additional revision rounds can be purchased at the Designer's discretion. 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 (if it is purchased) 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 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.

**After two additional revision rounds have been completed, the Client acknowledges and agrees that the Client's final approval must 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.**

## 34. 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 current price for the desired Service(s) in full.

### 35. TURNAROUND TIME

J. L. Wilson Designs acknowledges and agrees to inform the Client in writing should project delays occur for reasons outside of the Client's control and to complete projects without baseless delays with a standard turnaround time for all Services of 28 work days (typically Monday-Friday excluding major holidays, illness, emergencies, and any time where J. L. Wilson Designs is waiting for Client form responses or answers to questions). In cases of work scheduled on a calendar, this turnaround time will begin on the reserved calendar date for that project.

As a general practice, major custom projects will be booked to start at the beginning of a month with final files being sent by the end of the month as long as the Client responds to all inquiries within 3 days of receipt. Simpler projects (e.g. premade updates, print covers, character portraits) may be completed faster than this turnaround time depending on the current schedule.

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.

### 36. 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.

### 37. 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.

### 38. 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.

### 39. 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.

#### 40. 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.

#### 41. 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.

#### 42. 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.

#### 43. 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.

#### 44. DEFINITIONS

As used herein and throughout this Agreement:

1. *Agreement* means the entire content of this Terms and Conditions document and any invoices which detail the Services ordered by the Client.
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.
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.
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.
5. *Working Files* means all underlying work product and digital files utilized by the Designer to create the Preliminary Works and final designs other than the format comprising the Final Deliverables.

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.

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

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.

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.

## 45. 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. All Work by J. L. Wilson Designs remains the property of J. L. Wilson Designs and may be repurposed in future designs.

## 46. 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.

## 47. 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.

## 48. AGREEMENT

This Agreement is the entire agreement of all Parties. No previous 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.

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.

These are the terms and conditions for all J. L. Wilson Designs Services effective as of July 29, 2022.