

Terms and Conditions

Terms and Conditions for Evalant Media LLC

Effective Date: 07/12/2019

Welcome to Evalant Media LLC ("Company," "we," "our," or "us"). By accessing or using our website and services, you agree to be bound by these Terms and Conditions ("Terms"). Please read them carefully. If you do not agree with any part of these Terms, you must not use our services.

1. Services Provided

Evalant Media LLC specializes in design and email marketing services, including but not limited to:

- Graphic design
- Web design
- Email marketing campaigns
- Branding solutions

Our services are subject to change, and we reserve the right to modify or discontinue any aspect of our offerings at any time without notice.

2. Eligibility

By using our services, you represent that you:

- Are at least 18 years old or have legal parental/guardian consent.
 - Have the authority to enter into these Terms on behalf of yourself or the organization you represent.
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3. User Responsibilities

When engaging with Evalant Media LLC, you agree to:

- Provide accurate and complete information when requested.

- Ensure all materials you provide comply with applicable laws and do not infringe on third-party rights.
- Refrain from using our services for illegal, harmful, or unethical purposes.

We reserve the right to terminate services for users who violate these responsibilities.

4. Intellectual Property

All designs, strategies, and deliverables created by Evalant Media LLC remain our intellectual property until full payment is received. Upon full payment, we transfer rights to the client, except for proprietary tools, templates, and methodologies developed by the Company.

Clients must not reproduce, resell, or use our work outside of agreed terms without explicit written consent.

5. Payment Terms

- Invoices must be paid as per the agreed schedule (e.g., upfront, milestone-based, or post-delivery).
 - Late payments may incur interest or result in suspension of services.
 - All fees are non-refundable unless otherwise specified.
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6. Confidentiality

We respect your confidentiality and agree to keep any sensitive information shared with us secure and private. Likewise, clients must not disclose our proprietary information or business practices to third parties.

7. Disclaimer of Warranties

Our services are provided "as is" and "as available." While we strive for excellence, we do not guarantee specific results from our services. Evalant Media LLC disclaims all warranties, whether express or implied, to the fullest extent permitted by law.

8. Limitation of Liability

Evalant Media LLC is not liable for:

- Indirect, incidental, or consequential damages arising from your use of our services.
- Delays or failures due to factors beyond our control (e.g., third-party software outages, natural disasters).

Our total liability under these Terms is limited to the amount you paid for our services.

9. Termination

Either party may terminate the engagement with written notice. In the event of termination:

- All outstanding payments must be settled.
 - Any incomplete deliverables remain our property unless otherwise agreed.
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10. Third-Party Services

We may collaborate with or recommend third-party services or tools as part of our work. We are not responsible for the performance or policies of these third parties.

11. Governing Law

These Terms are governed by the laws of [Insert State/Country]. Any disputes will be resolved in the courts of [Insert Jurisdiction].

12. Changes to These Terms

We may update these Terms occasionally. Changes will be effective upon posting on our website or other notification. Your continued use of our services signifies your agreement to the updated Terms.

13. Contact Information

For questions about these Terms or our services, please contact us at:

Evalant Media LLC

Email: team@evalantmedia.com

By engaging with Evalant Media LLC, you acknowledge that you have read, understood, and agree to these Terms and Conditions.