Endeavor Services

Terms of Service

Last Updated: March 27th, 2020

These Terms of Service apply to Endeavor as an independent freelancer, creator, and seller of digital non -tangible goods and services. These goods and services include, but are not limited to, graphic design, system administration, and web design.

Introduction

1. The terms "We", "Us" or "Freelancer" refer to Endeavor, the contractor of these terms. The terms "You", "Your" or "Client" refer to the reader of these Terms of Service.

2. Once the Client has purchased services (paid the PayPal invoice/bill) from the Freelancer, the Client is irrevocably bound to the Terms of Service outlined in this document.

3. This document and the Terms of Service contained within may be updated with, or without, prior notice. You can find the last update date of this document in the title, as referenced to by "Last Updated".

Billing Terms

By purchasing services from the Freelancer, you agree to the following Billing Terms:

1. You must pay for the services 100% upfront through PayPal F&F (Friends and Family). You can only pay through PayPal G&S (Goods and Services) if the Freelancer agrees to it and sends You an invoice.
   a. If payment is agreed upon via PayPal G&S (Goods and Services), the Client covers the fees incurred on the invoice.

2. The Client may pay 50% upfront through PayPal F&F (Friends and Family) or PayPal G&S (Goods and Services) only if the Freelancer agrees to it.
   a. The final 50% is required to be paid for the Client to receive the completed commission.
   b. The Client may only pay 50% upfront if the goods/services ordered are worked on the Freelancer's machine. The Client may not pay 50% upfront and must pay the amount in full if they require the Freelancer to work directly on the machine of the Client or their business.

3. Once the project/service has been delivered and is completed, you agree that no revisions or updates will be offered. You also agree that the goods/services provided are to your liking.
   a. Updates, revisions or additional items and services (such as source files) may be given as a separate commission.

4. Refunds will not be allowed once the Freelancer has completed more than 25% of the project/service.
   a. Refunds may only be given in the exception that the Freelancer sees fit.
   b. Refunds will also be denied if more than 24 hours have passed since the payment.
   c. If the Client chooses to cancel/abandon the project amid the Freelancer working, that will result in the Freelancer keeping the payment already received.
   d. If a refund is granted out of ordinary circumstances, the Client irrevocably loses all permissions and rights to use the goods/services. The work will count as stolen/fraudulent if used without permission.

5. Chargebacks through PayPal (or through other means such as your bank) automatically revoke the Client's permissions and rights to use the goods/services. The work will count as stolen/fraudulent if used without permission.

6. Violating or breaching any of the terms above will result in the Client losing all rights and permissions to use the goods/services. The Client must then destroy all copies of the goods/services.

Product & Copyright

1. The Client cannot claim the goods/services delivered to them by the Freelancer as their own.
   a. Doing so will revoke the Client's permission and the right to use the goods/services. They then will count as stolen/fraudulent if used without permission and must be destroyed.

2. If the goods delivered contain watermarks, they may not be removed by the client.
   a. Doing so will revoke the Client's permission and the right to use the goods/services. They then will count as stolen/fraudulent if used without permission and must be destroyed.

3. The Client is given zero major revision/update of their goods/services.
   a. The Client may request an additional revision which will be a separate commission.
   b. The Client is given a total of three minor revisions. Minor revisions include color changes, text changes, but are not only limited to those. Differentiation between minor and major revisions is made at the Freelancer's discretion according to the effort involved, and time spent.

Limitations

1. The Freelancer is in no situation shall be responsible or liable for any damages incurred on the Client or the Client's business due to the inability to properly use the goods/services delivered.

2. Once the goods/services have been delivered, the Freelancer is in no situation shall be responsible or liable for the goods/services lost by deletion, accidental or intentional, corruption, or any other form of data loss. The Client is respnsible for keeping a copy of the original work delivered to them. The Freelancer is not liable to provide another copy of the product or service.

External Scenarios

1. The Freelancer reserves the right to deny the Client's project with, or without, a reason.
2. By purchasing any product, the Client automatically agrees to the Terms of Service in this document with no exception (unless the Freelancer agrees to it). If you breach any of the Terms of Service, a dispute will be opened on the related sites and transation handler, including but not limited to "MC-Market" and "PayPal" and the Freelancer's services will be unavailable to you indefinitely.