

SEMI CUSTOM BRAND DESIGN TERMS OF PURCHASE

Last Updated 03.1.2025.

Thank you for your support and interest in Makena Creative. We are so thankful to have you as a part of our community!

Please review these Terms of Purchase very carefully. By purchasing our products and/or services, you are agreeing to these and are expressing that you have been given reasonable access to review these terms prior to your purchase. These Terms are binding as of the date you purchase or access our products and/or services.

General Purpose. These Terms are between you ("Purchaser," "you," "your") and Makena Delaney, LLC, DBA Makena Creative ("Company," "we," "us," "our") for the purpose of purchasing or otherwise obtaining digital products and/or services (our "Products") whether through the Company's website at www.makenadelaney.com or any related domains or subdomains (the "Website"), or in person. The Company and the Purchaser will collectively be referred to as "Parties," and each individually as a "Party."

By clicking "Add to Cart," "Buy Now," or any other phrase on the purchase button, submitting a payment electronically or in-person, or otherwise subscribing through the Website, you are agreeing to adhere to and be bound by following terms and conditions[, together with the [Terms of Use](#) and our [Privacy Policy](#), all of which are hereby incorporated by reference] (the "Terms"):

Scope of Products. Our Products include but are not limited to: Website Templates, Canva Templates, Marketing Guides, Semi Custom Brands, Canva Logo Templates, digital downloads, templates, online courses, freelance services, masterclasses, intensives, retreats, masterminds, workshops, etc.

Product Delivery. When you make a purchase and submit your payment, you will be provided with the Products as detailed on the Website [and/or as you selected prior to purchase]. Please note that product delivery will differ based on when you make your purchase and if it is a digital or physical product. For more information, please refer to the product description. If the Product is listed as presale or pre-order, the order will be delivered as detailed on the Website. The Company will make all reasonable efforts to meet any estimated delivery dates. Should the Company be unable to meet estimated timelines for delivery of presale Products, the Company will have the sole discretion as to whether to issue a refund.

Product Disclaimer. You understand and agree that the content included in any of the Products is merely meant to be informational in nature and does not represent any level of legal, medical, financial, or other professional industry-specific advice. As such, our Company will not be responsible for any damages that result from the use of the Products.

Scope of Services

The Designer will provide a **semi-custom brand design** service, which includes:

- A pre-designed brand template ("Template").
- Customization of the Template with the Client's business name, tagline, and color palette.
- A finalized design package delivered digitally.

Client Responsibilities

- The Client must complete and submit the Branding Questionnaire within **30 days** of purchase.
- If the Questionnaire is not submitted within **30 days**, the Client forfeits the service, and no refund will be issued.
- The Client is responsible for providing accurate information and timely feedback.

Revisions & Additional Changes

- One (1) round of **minor revisions** (e.g., text corrections, small adjustments) is included.
- Additional revisions or changes will be billed at **\$125 per hour**, with prior notice.

Project Timeline & Delivery

Estimated Completion

- The estimated timeline for completion will be communicated upon receipt of all required Client information.
- Delays caused by the Client (e.g., late responses, missing files) may extend the project timeline.

Final Deliverables

- The finalized brand design package will be delivered digitally.
- The Client is responsible for downloading and safely storing the files.

Communication & Meetings

Approved Communication Channels

- All communication will be via **email** unless otherwise specified.
- The Designer is **not required** to communicate with anyone other than the Client (or one designated contact, if applicable).

Termination & Cancellation

Automatic Termination

- This agreement **automatically terminates** if the Client fails to submit required materials within **30 days**.
- No refunds will be issued after termination.

Early Cancellation by Client

- If the Client chooses to cancel before the project is complete, all work done to date remains the property of the Designer.
- No refunds will be issued.

Termination by Designer

- The Designer may terminate the agreement if the Client is abusive, unresponsive, or violates these Terms.
- In such cases, all fees paid remain non-refundable.

No Warranties + No Guarantees. We are providing the Products on this Website on an “As-Is” basis for individual use by you at your own risk and without any warranties, whether express or implied, including, but not limited to warranties of title; merchantability; fitness for a particular use; or any rights or licenses in these Terms. The Company makes no warranty as to the accuracy and reliability of information set forth in the Products, the Website, and Company-related documentation. You understand and agree that purchasing the Products does not guarantee specific results, including financial or other business gains for you personally and/or for the business. The information included in the Products is provided for informational purposes only and you are responsible for implementing any business practices or suggested actions found within these Products.

Limitation of Liability

The Designer does not guarantee specific results from using the brand design.
The Designer is not responsible for:

- The Client’s marketing success or business outcomes.
- Legal compliance (e.g., trademarks, copyrights, accessibility).
- Any third-party costs related to implementing the design.

Payment + Billing. By providing the Company with your preferred payment method, you represent that you: (i) are authorized to use, and (ii) authorize the Company to charge that payment method (the “Authorized Payment Method”) for any fees related to your purchase of the Products, including without limitation fees relating to any paid feature of the Website and/or subscription service of the Company in which you have chosen to enroll (collectively, the “Fees”). If you are taking

advantage of any limited time trial-period offer and you do not cancel the service on or before the last day of the trial period, you are authorizing us to charge your payment method for the service. Unless otherwise indicated, all Fees are in USD.

Payment Terms

- Full payment is required upfront. Work will not begin until payment is received.
- Payments are **non-refundable** once submitted.

Pause & Reinstatement Fees

- If the Client **fails to provide feedback** within **7 days** of a Designer request, the project will be paused.
- To resume work, the Client must pay a **\$100 Reinstatement Fee**.
- If no response is received within **6 months**, the project is considered **forfeited** with no refund.

Return Policy. Due to the nature of digital products being immediately accessible upon purchase , we do not allow for returns or refunds under any circumstances. In addition, no modifications to your purchase will be granted once your purchase is made. Thank you for understanding].

Chargebacks. By attempting a chargeback with your financial institution, you are expressly agreeing to pay the full cost of your original purchase, plus any fees or associated costs incurred by the Company. We have the right to present these Terms to your financial institution, any payment processing company and/or investigating agency concerning the attempted chargeback or financial dispute.

Promotions + Discounts. We may occasionally market and/or advertise promotions, discounts, limited time offers, and/or bonuses ("Promotions") to potential customers. You are entitled to take advantage of any active Promotions when you purchase our Products. Promotions are offered manually and/or through automated campaigns at any given time and are not guaranteed to be available when you make a purchase through the Website. We reserve the right to change or alter any Promotions at any time and at our sole discretion. [If you made a purchase of our Products prior to any associated Promotions, we are unable to [honor the new offer, give you store credit, return a portion of your purchase, etc.

License for Use. By purchasing Products through our Website, you are agreeing to the Terms of Purchase, and in return, we are providing you with a limited, non-transferable, non-exclusive, revocable, personal-use license ("License") to use the Products by yourself only. You are permitted to modify, copy, edit, print, and otherwise adapt this product for use for yourself and/or your business as long as you agree to adhere to all state and federal laws and intellectual property terms contained in these Terms. You are not permitted to reproduce, give away, publish, sell, or distribute this Product in any way, whether publicly or privately. You agree to modify the Products only in a manner consistent with these Terms of Purchase.

Ownership & Usage Rights

Intellectual Property Rights

- The Designer retains all rights to the **original pre-designed brand templates**.
- The Client receives a **non-exclusive, non-transferable** license to use the customized design for their business.

Restrictions

- The Client may not **resell, redistribute, or alter** the Template beyond its intended use.
- The Client may not claim authorship or ownership of the original design.

Portfolio Use

- The Designer retains the right to showcase the completed design in portfolios, case studies, and promotional materials.

Intellectual Property. The Company owns and retains all rights, titles, and interests in and to the Products. Nothing in these Terms transfers any intellectual property ownership beyond the limited license described in the above section, and we reserve all rights not expressly granted to you. Permission to alter or modify the Products in a way that is consistent with the Terms of Purchase does not grant you intellectual property ownership or the right to modify the Products beyond these conditions, and in no way expands the limited license provided upon purchase.

Consent to Use. By submitting reviews, images, comments, testimonials, or tags (“Submissions”) to us on any platform including, but not limited to social media and online reviews, you are by default granting us a commercial license and voluntarily releasing us to use your Submissions for any reasonable future business use. In doing so, we may use your name {and/or photo} along with any other publicly acknowledged information that has been revealed by you when referring to your Submissions on our Website, marketing materials, guides, and any other platform not expressed in these Terms.

Non-Compete. For a period of 5 years after you purchase Products from this Website or otherwise agree to these Terms, you understand and agree that you may not provide any services, engage in any aspect of business, and/or represent yourself and/or your business as a website or brand designer or template store owner, in a way that would be considered similar in nature to the Company or its offerings. This includes offering products that are seen as similar to the Products you purchased from the Company throughout the United States of America and its territories without the prior written consent of the Company.

Age Limitations. You acknowledge you are able to perform any and all of the obligations required under these Terms of Purchase. By submitting payment or otherwise enrolling through the Website, you warrant that you meet all legal age limits in your jurisdiction that are required to use this Website and/or purchase Products.

Changing Terms. We reserve the right to update and revise these Terms at any time without notice to you. Your continued use of the Products and Website after we have updated the Terms of Purchase indicates your acceptance and agreement to the changes.

Privacy + Protection of Personal Information. We respect your privacy and are committed to protecting it. We may use certain information that we collect from you to operate Makena Creative and provide our Products. Please review our [Privacy Policy](#) to understand the types of data we collect from you and your devices (“Data”) in connection with your purchase of Products through the Website and how we use your Data.

Error in Store Presentation. We strive to present information that is published correctly and update the Website regularly in a way that allows us to correct any resulting errors. However, any of the content on the Website may, at any given time, be incorrect or out-of-date. We reserve the right to make changes to Product prices, specifications, processes, Promotions, availability, and to the Website as a whole at any time under any circumstance.

Termination of Use. We may terminate your account or restrict your use of the Website at any time for any reason. Under these Terms, you understand that you are responsible for any orders and purchases you make or charges you incur prior to such termination. The company may change, discontinue, or otherwise suspend the Website for any reason, at any time, and without prior notice to the Purchaser.

Limitation of Liability. The Company is in no way liable to the Purchaser or any other third party for any and all damages including, but not limited to, punitive or exemplary damages or those resulting from negligence relating to these Terms, regardless of whether the Purchaser was advised of such damages, the foreseeable nature of the damages, and the legal or equitable theory upon which the claim for damages is based.

This Limitation of Liability provision does not purport to affect any liability that cannot be excluded or limited under the law.

Maximum Damages. Our entire maximum liability and your sole remedy for any actions or claims shall be limited to the actual amount paid by you for the Products you have purchased through the Website.

Binding Arbitration. In the event there is a dispute between the Parties that cannot be brought to an amicable mutual understanding, the Parties understand and agree that such dispute will be handled through binding arbitration in alignment with the rules of the American Arbitration Association. The Parties understand that they will be bound by any decision rendered by the arbitrator and/or arbitration proceedings. The arbitration itself will be held in Williamson County, TN. If the arbitration is unable to move forward in the designated jurisdiction, the Company will unilaterally elect another venue for the arbitration. The Parties will equally share in the costs and expenses of arbitration and any related proceedings.

Choice of Law. These Terms and the Parties’ relationship are governed by the laws of the State of Tennessee. In the event of conflicting laws, the laws of State of Tennessee will control.

Governing Law & Dispute Resolution

8.1. These Terms are governed by the laws of the **State of Tennessee**.

8.2. Any disputes will first be handled through **good faith negotiation**. If unresolved, disputes will be settled through **mediation or arbitration** in **Davidson County, Tennessee**.

Notices. We may provide notice to you by: (i) sending a message to the email address provided by you, or (ii) by posting to the Website. Notices sent by email will be effective at the time of sending and notices posted to the Website will be effective upon posting. You may provide notice to the Company by certified mail to Makena Creative 1201 Liberty Pike #229, Franklin, TN 37067. Notices provided by certified mail will be effective upon actual receipt of the notice.

Severability + No Waiver. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court with jurisdiction, all other provisions set forth in these Terms will remain valid and enforceable. By failing to enforce any right or provision of these Terms, we are not waiving the right or ability to enforce the same rights or provisions in the future. Any right or provision in these Terms will only be considered waived if done so in writing by an authorized representative of the Company.

Transfer + Assignment. You may not transfer or assign any of your rights under these Terms to any third party without the express written consent of the Company.

Force Majeure. To the extent that any failure or delay in our delivery of the Products under these Terms is caused by or results from acts or circumstances beyond our reasonable control, we will not be liable or responsible to you and the same will not be considered a breach of these Terms. Such acts or circumstances beyond our reasonable control could include, without limitation, acts of God, fire, flood, earthquake, natural disasters, cyber-attacks, terrorism, revolution, insurrection, civil unrest, national emergency, epidemic, pandemic, labor disputes, supply chain restraints or delays in obtaining suitable materials, materials breakdown, telecommunications breakdown, or power outage.

Headings for Convenience Only. The headings in these Terms are included for convenience and reference, and are not meant to describe, define, or limit the scope or intent of any provision.

Entire Agreement + All Rights Reserved. In concluding these Terms, you understand and acknowledge that these Terms constitute the final agreement and supersede all others regarding the purchase, sale, and use of any Products and the use of the Website. The Company reserves any and all rights not expressly granted in these Terms.