



## *KimiWorks Terms of Service*

### **Welcome to KimiWorks - Where Smart Work Meets Results!**

We're excited to work with you on your creative design, academic, or programming project. These Terms of Service ensure we have a clear understanding from the start, helping us deliver the quality results you expect while protecting both of our interests. Please read through this agreement carefully.

**Last Updated:** October 20, 2025

### **1. Agreement to Terms**

By submitting a project brief, making a payment, or otherwise engaging the services of KimiWorks, you ("the Client") agree to be bound by these Terms of Service.

### **2. Services Offered**

KimiWorks provides the following services:

- Creative Design (Poster & Flyer Design, Social Media Graphics, Video Editing)
- Academic & SBA Help (CXC SBA Writing & Formatting, Essay Editing, Research Assistance)
- Programming Solutions (Python, PHP, SQL, HTML & CSS, C++ fixes, tutoring, projects)

### **3. Payment Policy**

- **Deposit:** A non-refundable 50% deposit is required before any work will commence on a project.
- **Final Payment:** The remaining 50% balance is due upon Client review and approval of the completed work, prior to the delivery of final, high-resolution, or editable files/source code.
- **Payment Methods:** All payments are to be made via bank transfer to one of our authorized accounts:



## *KimiWorks Terms of Service*

### **Primary Account:**

- **Bank:** National Commercial Bank (NCB)
- **Account Type:** Savings
- **Account Name:** Kimberley Miller
- **Account Number:** 065470497
- **Branch:** Duke and Barry Street (0497)

### **Alternative Account:**

- **Bank:** JMMB
- **Account Type:** Savings
- **Account Name:** Kimberley Miller
- **Account Number:** 006100190319
- **Branch:** Portmore (00061-062)

### **4. Project Process & Revisions**

- **Project Initiation:** Work begins only after the 50% deposit is received and a clear project brief is agreed upon.
- **Revisions:** The standard project quote includes [e.g., 2 rounds of revisions] for design work. Additional revisions may incur extra fees, which will be communicated and agreed upon beforehand.
- **Client Responsibilities:** The Client is responsible for providing all necessary content, materials, and clear instructions in a timely manner. Delays in providing required materials may impact the project delivery timeline.



## *KimiWorks Terms of Service*

### 5. Intellectual Property & Rights

- **Upon Final Payment:** Upon receipt of full and final payment, the Client grants KimiWorks a license to display the completed work in its portfolio (website, social media, etc.) unless a separate **Non-Disclosure Agreement (NDA)** is signed prior to the project's start.
- **Source Files:** Source files (e.g., .PSD, .AI, .PPTX, source code) are the intellectual property of KimiWorks. They will be delivered to the Client upon final payment if explicitly included in the project quote.
- **Client-Provided Materials:** The Client guarantees that any elements (text, images, logos) provided to KimiWorks are owned by the Client or that the Client has permission to use them. KimiWorks will not be held responsible for any copyright infringement resulting from materials supplied by the Client.

### 6. Turnaround & Delivery

While KimiWorks strives for fast turnaround times, all timelines are estimates and subject to change based on project complexity, client responsiveness, and current workload. A more precise deadline will be provided upon project confirmation.

### 7. Academic Integrity (For SBA & Academic Help)

KimiWorks provides guidance, editing, formatting, and research assistance to support a student's own work. **It is the Client's responsibility to ensure that the use of our services complies with their educational institution's academic integrity policies.** KimiWorks is not liable for any academic penalties the Client may face for misuse of the provided materials.

### 8. Cancellation & Refund Policy

- If a project is canceled by the Client after the deposit is paid but before work has commenced, a partial refund may be considered on a case-by-case basis, minus any transaction fees.



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- If a project is canceled after work has commenced, the deposit is non-refundable and represents a kill fee for work completed up to that point.
- No refunds are issued after the final project has been delivered and approved.

### **9. Limitation of Liability**

KimiWorks' total liability to the Client for any claim whatsoever is limited to the total project fee paid by the Client.

### **10. Governing Law**

These Terms shall be governed by the laws of Jamaica.

### **11. Contact Information**

For any questions regarding these Terms, please contact:

**Email:** [kimiworks4u@gmail.com](mailto:kimiworks4u@gmail.com)

**Phone/WhatsApp:** +1 (876) 417-1786

**Instagram:** @kimi\_works\_