

Terms of Use



Forsaken Services

About Us

Thank you for choosing Forsaken Services. The Services we provide to our customers include: Bot Development, Discord Setups, Website Development, Hand-Drawn Illustrations, Building and Terraforming, Graphic Design, Plugin Development, Server/Plugin Configuration.

Basic Terms

By commissioning our Services you agree to the following terms and conditions.

Intellectual Property

Do not take advantage of our Services. Please use our Services in accordance with the law. We are entitled to suspend or revoke your access to our Services at our discretion.

We and our partners are entitled to our intellectual property which includes but is not limited to: Patents, Trade Secrets, and Copyrighted Work. Do not attempt to steal any freelance work with an intent to resell it or claim it as your own. Please give necessary credit to Forsaken Services as discussed in our agreement.

Service & Staff Diversity

The current Services we provide include: Bot Development, Discord Setups, Website Development, Hand-Drawn Illustrations, Building and Terraforming, Graphic Design, Plugin Development, Server/Plugin Configuration. We may modify these Services with or without notice as the industry evolves. It is the customers responsibility to review any updates and consult with a team member prior to commissioning the Service. We have an active support email and team to contact for these inquiries.

We are always striving to improve the opportunities of our team members and they may be in different roles. We are not to be held responsible for unavailability of our team members or changes in the makeup of our staff.

In the event a team member is unavailable for an indefinite period of time we are not held liable to fulfill any previously negotiated obligations. This may include unavailability due to illness, emergency, resignation, or termination.

Our Services may also change and we may use different tools to provide our Services. You will be informed of the tools we are using upon agreeing to commission our Services.

Payment Terms

If a buyer wants to give us Console access to his/her server we must get a 20% down payment beforehand. We prefer to get just the server files and do whatever needs to be done on our own server without a down payment.

In addition, we also require a small handling fee equal to 10% of the order subtotal for commissions under \$50, and for commissions \$50 and over, the handling fee is 5% of the subtotal. This must be paid with the down payment if Applicable.

Please be advised that General Service payments are due 2 weeks (14 business days) upon receiving the invoice unless otherwise discussed.

After 20 business days, we will take legal action to the fullest extent of the law.

You may not commission Forsaken Services without reasonable intent and means to compensate for our Services.

It is your responsibility to pay the invoice, in-full, and on-time based off of the previously agreed upon contract.

Eligibility

In order to be eligible to commission our Services you must be over 18 years of age or 13 years of age with parent permission to agree to our legally binding contracts.

You must also review and agree to comply with the entirety of this T.O.S prior to conducting business.

Service Abuse

Under no circumstances are you able to abuse the Services which we provide. In order to protect our company, Forsaken Services has the right to deny any commission proposal with or without reason.

Do not modify or resell the work of our team members as your own.
Do not harass, bombard, dupe, or otherwise exploit our staff members.
Do not commit fraud or chargeback on any of the Services.
Do not use our Services for any malicious or illegal intent.

Fraud

Do not attempt to commission us without having a reasonable intention to compensate for these Services as determined within the agreement.

You are responsible for paying the invoice in-full based off of the discussed agreement and commission timeline.

You may not chargeback or forcibly refund any purchases. For refund inquiries, please refer to our refund policy. We will do our best to accommodate any circumstance, however, fraud will not be tolerated and will be prosecuted against to the fullest extent of the law. No private conversation should be held between the commissioner and the buyer, if any malicious activities happen during it, it is not our fault.

Commission Timeline

Forsaken Services and our partners are not responsible for unfulfilling deadlines should the client not provide the necessary information to complete said task. Likewise, it is the responsibility of the client to set and review the project timeline in advance.

Forsaken Services is not responsible for timeline changes due to natural disasters, outages, or events out of our control.

Our Liability

As PERMITTED BY LAW, *NRS (Forsaken Services)* IS NOT RESPONSIBLE FOR PROFIT LOSS, REVENUE LOSS, DATA LOSS, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND. THE EXTENT OF OUR LIABILITY IS LIMITED TO THE AMOUNT YOU PAID TO US FOR COMMISSIONING OUR SERVICES.

WE ARE NOT TO BE HELD LIABLE FOR ANY LOSSES OR DAMAGES.

We accept no liability under most circumstances and are not responsible for the actions of our customers nor the actions of our team members outside of a work context.

Governing Laws

Forsaken Services is based out of the United States where all applicable laws apply. Do not attempt to request Services for any illegal measure.

We reserve the right to deny service to any client at our discretion in accordance with laws of the United States.

Terms Conflict

In the event two terms within this policy conflict, please refer to the most recent addendum or update.

Disclaimers

These terms are fluid and may be modified at the discretion of Forsaken Services at any time with or without notice.

These terms are only applicable in the relationship between you and Forsaken Services. This does not extend to third party relationships with our partners or related services such as Payment Portals.

Other than what was expressed in these terms, Forsaken Services and our affiliates make no promises about our Services.

By using and commissioning our Services you automatically agree to abide by these terms and conditions. For any questions, please contact desmondkaspex@outlook.com