

Terms of Service for MarKevis DnD Services

Last Updated: July 27, 2025

These Terms of Service ("Agreement") govern your relationship with MarKevis DnD Services ("Provider," "we," or "us"). By engaging with our services, you ("Client") agree to these terms. If you do not agree, do not use our services.

1. Scope of Work

All services will be outlined in a Statement of Work (SOW) or proposal agreed upon prior to the start of the project. Any additional work or deviation from the original scope will require a new agreement or addendum.

2. Client Responsibilities

The Client agrees to provide timely access to necessary assets, materials, credentials, and feedback required to complete the project. Delays in communication or deliverables from the Client may result in timeline adjustments and additional charges.

3. Payment Terms & Deposits

A non-refundable deposit of 50% of the total project cost is required before any work begins. This deposit reserves your place in our development queue and covers the initial planning, setup, and resource allocation for the project.

- **Start of Work:** Work is considered to have officially started once the Kickoff Questionnaire is sent to the Client. This questionnaire will only be sent after the 50% deposit has been received.
- **Refund Window:** Clients have **five (5) calendar days** from the date the Kickoff Questionnaire is sent to request a full refund of their deposit, minus a **\$100 administrative fee**. After this 5-day window, the deposit becomes 100% non-refundable, and the project is considered active and billable.
- **Final Payment:** Final payment is due upon **delivery of the final project files and/or the launch of the live website as outlined in the Statement of Work (SOW)**. Late payments may result in project suspension and additional fees.

4. Refunds & Cancellations

- **Cancellation by Client:** If the Client cancels the project after work has begun, no refunds will be issued for the 50% deposit or any work already completed. Clients remain liable for fees proportional to the work delivered up to the date of cancellation.
- **Changes in Scope:** All work performed outside the original scope will be billed separately and is non-refundable. A revised quote will be provided for all scope changes, and work will only proceed upon written approval.
- **Failure to Deliver:** In the unlikely event that we are unable to deliver the agreed-upon services due to a significant breach of contract on our part, the

Client may request mediation. The appropriate refund amount, if any, will be determined through the mediation process outlined in Section 12.

5. Revisions

Clients are entitled to three (3) rounds of revisions as defined in the SOW. A "round of revisions" consists of a single, consolidated list of feedback items (e.g., one document or email) provided by the Client. Additional revisions may incur extra charges and require a timeline adjustment.

6. Ownership & Licensing

Upon final payment, the Client will receive full rights to the deliverables as outlined in the SOW. Until full payment is received, all work remains the sole property of the Provider.

7. Confidentiality

Both parties agree to keep all non-public project information and proprietary materials confidential.

8. Termination by Either Party

Either party may terminate this agreement at any time with written notice. In the event of a breach of contract or failure to communicate for ten (10) business days, the project may be terminated without refund. All deposit and refund policies are governed exclusively by Section 3.

9. Liability Limitation

The Provider will not be liable for any indirect, incidental, or consequential damages resulting from the use or inability to use the services provided. In no event shall the Provider's total liability for any and all claims arising from this Agreement exceed the total fees paid by the Client to the Provider under the applicable Statement of Work.

10. Force Majeure

We are not responsible for delays or failures in performance due to circumstances beyond our control (e.g., natural disasters, power outages, pandemics, etc.).

11. Monthly Maintenance Plans

Maintenance plans are billed monthly in advance.

- **Billing Cycle:** The billing cycle is based on the calendar month, running from the 1st day through the last day of the month.
- **First Month's Billing:**
 - If a Client signs up with **ten (10) or more days** remaining in the current month, their first invoice will be for a pro-rated amount covering the remainder of that month.
 - If a Client signs up with **fewer than ten (10) days** remaining in the current month, their service for that partial month will be complimentary. Their first invoice will be for the next full month.
- **Cancellation:** All cancellation requests must be submitted in writing at least **seven (7) calendar days** before the next billing cycle. No pro-rated refunds will be issued for a canceled plan; services will continue through the end of the paid

billing period.

12. Dispute Resolution

In the event of a dispute, both parties agree to attempt good-faith mediation before pursuing legal action. Mediation will be conducted virtually via a neutral third party. Any disputes not resolved through mediation will be handled in accordance with the laws of the state of Delaware.

If you have questions about these terms, please contact **contact@markevisdnd.dev**.