

TERMS & CONDITIONS

Please carefully review these Terms and Conditions ("Terms") before utilizing the illustrosy.com website ("Website").

INTRODUCTION

Your use of the Website is contingent upon your complete acceptance and adherence to these Terms and Conditions and the Website Privacy Policy, both available at illustrosy.com and incorporated herein by reference ("Privacy Policy"). These Terms and Conditions and Privacy Policy apply to all individuals, including visitors, users, and others accessing or utilizing the Website.

By accessing or using the Website, you agree to be bound by these Terms and Conditions and Privacy Policy. Should you disagree with any part of these Terms and Conditions and/or Privacy Policy, refrain from using the Website.

Terms defined in these Conditions shall hold the specified meaning in this section. The terminology used in these Terms and Conditions and Privacy Policy, such as "Client," "You," and "Your," refers to the individual accessing this Website and accepting these Terms and Conditions. "We," "Us," and "Ourselves" refer to the Website. The use of singular, plural, capitalization, and/or he/she or they is interchangeable and refers to the same.

ELIGIBILITY

By utilizing our Services, you affirm and guarantee that (a) all registration information you provide to the Website is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older and/or possess the full legal capacity to enter into binding relations; and (d) your use of the Services complies with applicable laws, regulations, and/or your college/university/school rules.

If we believe you are under 18 years of age and/or lack the full legal capacity to enter into binding relations, your profile may be deleted, and Services provided to you may be terminated without warning.

PROVIDED SERVICES

We operate as a professional presentation design agency assisting business owners, marketers, educators, and individuals in researching, structuring, illustrating ideas, and visualizing data through high-quality, creative custom-made presentations ("Presentations") designed in PowerPoint, etc.

Subject to complete compliance with these Terms and Conditions, the Website will provide presentation design services as detailed on the Website ("Services").

Services may encompass, but are not limited to, redesigning, improving, or creating presentations from scratch through our PowerPoint service for Clients.

Please be aware that Services may only be offered to users who submit an appropriate order form on the Website, and fees may be charged for such Services. The provision of Services adheres to the stipulations in these Terms and Conditions, specific commercial provisions, and policies (including the Privacy Policy, etc.) detailed on the Website. These provisions and policies may be subject to amendment or modification over time.

We offer dynamic expression and Minimalist choice designs for Presentation slides, accompanied by the Client's order.

The Website retains the right to utilize relevant materials, such as books, journals, newspapers, interviews, online publications, etc. ("Materials"), unless you specify particular sources to be used.

By submitting materials that you created, own, or have the right to use the intellectual property rights ("Your Materials"), you grant us the authority to bind you to the terms and conditions of the Materials vendor for acquiring licenses to use the Materials in the Presentations.

You may provide Your Materials for use and incorporation into the Presentations. You acknowledge and agree that:

- You are solely responsible for complying with any terms and conditions governing the use of such Materials.
- You are solely responsible for payment of all licensing fees, if any, related to Materials subject to extended licenses.
- You may need to cease using Materials in Presentations upon notice from Us for any reason at any time, bearing any associated expenses with discontinuing use and deleting or destroying any copies in your possession or control.

You represent and warrant that you own the intellectual property rights in Your Materials and have the right to allow us to use Your Materials in the Presentations.

PLACING AN ORDER

When initiating your order, it is imperative to furnish accurate and comprehensive information. Any potential consequences and misunderstandings arising from inaccurate, incorrect, or unfaithful information provided are solely your responsibility. Please note that final confirmation of the instructions you provide in your order details will be required. Ensure that you confirm your instructions in the Order Tracking Area within 3 hours of placing your order (within 1 hour for orders with urgency less than 24 hours). Orders lacking instructions will not be processed and may face delays, for which you accept sole responsibility.

The Website assures that the delivered Presentation will conform only to the confirmed requirements. Once instructions are confirmed, any alterations are considered additional orders, requiring extra payment. It is imperative not to modify confirmed instructions.

PAYMENT

All payments are due upon receipt. Failure to receive payment or a declined payment method results in the forfeiture of Services for the Client. Fees are exclusive of taxes, levies, and duties imposed by taxing authorities, for which you are responsible. Any applicable taxes for your use of the Services and payments must be paid by you.

Declining or rejecting a charge from your bank or credit card company is considered a breach of your obligation, leading to automatic termination of your Services. Use of stolen credit cards or credit card fraud is deemed a serious offense. The Website collaborates closely with its payment provider to prevent and combat online fraud, promptly contacting state authorities in case of any online fraud.

Initiating a chargeback relinquishes all rights to the Presentation automatically. Simultaneously, authorization is granted to the Website to publish the completed Presentation and commence the authorship procedure to determine if any parts have been used. All copyrights and intellectual property rights in the Presentation are assigned to the Website. Chargeback proceedings do not result in penalties, fines, or additional payments to you.

The Website reserves the right to change prices at its sole discretion, with changes or modifications posted online and taking effect immediately without further notice.

By providing payment method information and authorizing payments, you warrant that:

- (a) You are legally authorized to provide such information;
- (b) You are legally authorized to make payments using the payment method.

As permitted by applicable law and in accordance with our Privacy Policy, you acknowledge and agree that we may use third-party service providers to process payments (payment facilitators).

Can these terms change?

Yes, but any changes in the permitted use will require your agreement.

You will be notified of any changes to the consent agreement or terms of use via email and/or other contact details from your profile.

REFUNDS

Website will issue refunds in accordance with these Terms, within a 30-day period for Presentation ("Refund Period"). The Refund Period begins on the date of the Client's order deadline and concludes on the last day of the Refund Period.

If you are dissatisfied with any Services, you can submit a refund request within the Refund Period. A full refund is issued at any time if the order is not completed or the Presentation is not downloaded or delivered in its complete form.

In the event of order cancellation, funds will be debited back only to the account of the initial payment within 5-7 business days from the time of the cancellation request.

If Website reimburses money due to errors or non-compliance with initial instructions, our Quality Assurance Department, at its discretion, evaluates the Presentation's quality and refunds an amount equivalent to the percentage of incorrect content and mistakes present.

Various contact methods (email and contact form) are provided for communication between You, us, and the assigned expert. The Customer Support Center is available at all times to respond promptly to any refund request or other issues. However, if such a request is not received within the Refund Period using the provided methods, the Website is not obliged to honor or consider the request.

Should there be a delay in the delivery of the Presentation due to unforeseen circumstances on the Website's part, compensation for breaching the order deadline may be provided in the form of a credit or discount, applicable towards your next order with us.

REVISIONS

Requests for revisions or complaints regarding a Presentation provided by the Website must be made within the designated revision period ("Revision Period"). The Website allows a 30-day Revision Period for Presentations, offering up to three rounds of revisions. Each email containing a set of Revision Requests will count as one round. The Revision Period begins on the date of the Client's order deadline and concludes on the last day of the Revision Period. No revisions or complaints will be accepted beyond this point.

Failure to submit a revision request within the Revision Period implies the Client's satisfaction with the Presentation, requiring no further action unless additional payment is provided or a new order is placed.

Upon receiving a detailed revision request via email, you are entitled to a free revision if the Presentation fails to meet your instructions or defined requirements. Revisions must align with the original order instructions. Providing new, additional, or differing instructions at the time of the revision request will be treated as a request for a new Presentation,

requiring additional payment. Revision requests after the Revision Period will also be considered new orders, necessitating additional payment.

VERIFICATION

We may request personal identifying information from you and may legally consult other sources to validate the information provided. By accepting these Terms and Conditions, you authorize inquiries to validate the information through direct means, verification against third-party databases, or other sources.

Verification procedures include confirming the authenticity of the order and the cardholder's awareness of charges. This may involve phone calls or requests for additional documents for verification by our Risk Department. Providing accurate and valid phone numbers is crucial for timely order delivery. Failure to verify an order may result in order cancellation or being placed on hold.

You consent to the processing of your personal information for Services provision and verification purposes, as outlined in these Terms. This data may also be used for communication, statutory, and accounting purposes. You acknowledge reading and consenting to the Website's Privacy Policy.

LIMITATIONS OF LIABILITY

We are not liable to you, and you shall reimburse, hold harmless, indemnify, and defend us against claims arising from the use or misuse of Your Materials, whether incorporated into the Presentation(s) or otherwise, or arising from Our use of Your Materials in accordance with your instructions.

The Website will not be liable to you for:

- Failure to learn material covered by the Presentation
- Your final grade
- The outcome or consequences of submitting the Presentation to any academic institution
- Any damages arising from or in connection with your use of this Website, including damage to your computer, software, systems, programs, and data.

COPYRIGHT

You retain intellectual property rights arising from Your Materials even after the termination or expiration of these Terms and Conditions.

Upon your acceptance of the Presentation(s), we will assign any copyrights we own in the selection and arrangement of materials in the Presentation(s) to you. However, this assignment excludes all third-party Materials incorporated into the Presentation(s).

You acknowledge that while you may use Presentation(s) as a whole, separate use of specific components is allowed only if permitted by a separate license governing that component.

We and Your licensors retain copyrights and other intellectual property rights arising from logos, discrete images, and the components of the Presentation(s) itself.

With your prior written consent, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use Presentation(s) and Your Materials for showcasing examples of our work on our website, promotional materials, and elsewhere.

You represent and warrant that you own the intellectual property rights or have the right to grant us permission to use Your Materials and other Materials as described above.

NOTIFICATION OF CHANGES

The Website reserves the right to change these Terms and Conditions at any time. Your continued use of the Website indicates acceptance of any adjustments, improvements, and/or alterations to these Terms and Conditions. It is advisable to regularly revisit these Terms and Conditions.

[Privacy Policy](#)

Privacy Notice

Last Updated and Effective: September 10, 2022

Respecting your privacy is paramount to us, and we are dedicated to processing the personal data of our users/customers securely and in accordance with our legal obligations.

This Policy elucidates how we utilize any personal data collected about you when you access our website Illustrosy.com (hereinafter the "Website").

Data Collection

Our Privacy Policy governs the utilization and storage of your personal data. Details about our processing are available on the website through our Privacy Policy.

As the Controller of the personal data you provide, we may collect the following types of personal data from you within the Website:

- Contact details such as your email address and phone number;

- Data identifying you, including your IP address, login information, browser type and version, time zone setting, browser plug-in types, geolocation information, operating system and version;
- Data regarding your use of the website, such as URL clickstreams, goods/services viewed, page response times, download errors, duration of webpage visits, actions performed on those pages, frequency, and other interactions.

Purpose of Data Collection

We collect your personal data for the following purposes:

- Providing services;
- Maintaining the website's functionality;
- Enhancing the website;
- Offering customer support;
- Marketing purposes (with your consent).

We will not sell or provide your data to any third party without your consent. All other data is processed in compliance with the General Data Protection Regulation (GDPR) and other applicable laws.

How We Collect Personal Data

We collect data when you interact with the website, especially when you:

- Browse any page of the website;
- Receive calls from us;
- Utilize the website;
- Receive emails from us;
- Engage with our customer support through chat;
- Connect integrations;
- Opt-in to marketing emails.

Data Processing Location

Your personal data is processed by us, located in Canada. No third-party providers have access to your data unless mandated by law. Your consent or legitimate interest is required for data processing, or it is necessary to fulfill our services to you.

Data Retention Period

Personal data must not be retained longer than necessary for the intended processing purpose.

Your Rights

You have the right to access any data we hold about you. Requests must be made in writing, with proof of identification required for data protection. If you believe any personal data we hold is incorrect or incomplete, you can request to view, rectify, or delete it.

If you wish to complain about our handling of your personal data, please contact us in writing. We will investigate your complaint and collaborate with you to resolve the matter.

For an in-depth understanding of your rights, refer to our detailed Privacy Policy below.

If you have questions or concerns about this Privacy Policy, please contact us.

Security

We have implemented security measures and organizational procedures to protect the collected and stored data. Our employees and contractors are bound by security policies and data processing agreements, ensuring compliance with appropriate technical and organizational measures. An internal Information Security Policy is in place.

While we employ rigorous security measures, it's essential to acknowledge that no perfect security infrastructure exists, and no data transmission is guaranteed to be 100% secure. Risks may be present.

You are responsible for safeguarding your login information and password, ensuring their confidentiality. If you suspect a privacy breach, please contact the Company promptly at illustrosy@gmail.com.

Right to Request Deletion

You have the right to request the deletion of any personal data collected and retained by the Company. Upon receiving your request and verifying your identity, we will expunge your personal data from our records.

Contact Details of the Data Controller

Email: illustrosy@gmail.com