

Terms & Conditions



Ice Innovations LLC, d/b/a Ice Design Studio, henceforth “we, us, our, Company” reserves the right to change or amend these Terms & Conditions or Privacy Policy at any time. If you have questions or concerns about any of these terms or conditions, feel free to contact design@katelnice.com.

1. Estimates/Quotes

The fees and expenses shown are estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 20% or more.

2. Changes & Modifications

Included in each website package is the option for the Client to make specified hourly changes/modifications per year. These updates include but are not limited to changes/modifications in photography, content, banners, etc and commence at the beginning of each renewal year. Unused updates do not roll over from year to year. The Client shall be responsible for additional charges for requested changes that exceed above and beyond the specified hours of maintenance updates at an hourly rate established by the Company.

3. Time Frame & Content

We have allotted design time for the development of the quoted projects, including but not limited to the collection of data and artwork to be incorporated in the website, designing the website, publishing the website, and any initial changes by the Client.

- » The Client is responsible for providing all information to be included in the website or artwork.
- » If the Client does not provide content within a reasonable amount of time, we retain the right to use filler text (i.e. lorem ipsum, text written by us, or dummy text) in order that the project may be completed.
- » The Client may come to an agreement with us that the we will write/provide content for the Client. Such an agreement must be approved by us and the Client must pay an hourly rate.
- » Ice Design Studio will not be held responsible for inaccurate or misleading information about the Client. The Client shall indemnify the Company against all claims and expenses, including reasonable attorney's fees, due to information on the website.

4. Cancellation

If the Client cancels after the completion of finished work (publication of the website), we will retain 100% of the original fee. If the Client cancels prior to the finished work, we have the right to invoice the Client for time or work done during the project. All expenses incurred by us for the project will be invoiced to the Client. Balances may be waived at our discretion. The Client must inform Ice Design Studio two (2) weeks before renewal of website. If no notice of cancellation has been given, the Client is responsible for any website and domain fees in effect. Upon the termination of website, we reserve the right not to transfer, package, or share artwork, files, domain names, software login or related website information to the Client or third party companies.

5. Photography

If the Client opts for photography services, Ice Design

Studio reserves the right to use all photos taken for other promotional or marketing purposes.

6. Time of Payment

Payment for services shall be paid in full by the Client within 14 days of completion of the project and receipt of invoice for the annual subscription plan. Payment for renewing the website on the annual subscription plan shall be paid in full within 14 days of the invoice.

A 20% monthly service charge is payable on all overdue balances. If after one month the Client is overdue on balances, we have the right to suspend or delete the website. The Client may come to an agreement with us to activate the website or begin the project again. The Client is responsible for outstanding balances. The grant of any license or right of copyright is conditioned on receipt of full payment. Payment due to the Company shall not be contingent upon third party approval or payment.

7. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

8. Releases

The Client shall indemnify the Company against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for uses that exceed authority granted by a release.

9. Code of Fair Practice

The Client and the Company agree to comply with the provisions of the Joint Ethics Committee's Code of Fair Practice.

10. Copyright

The Client acknowledges and agrees that the Company retains the right to use all artwork as self-promotion work and may be displayed or shown by the Company. The website, artwork, content, or other information is the property and responsibility of the Client, and Ice Design Studio is not responsible for any legalities present or not present on any client's website. All clients are responsible for any policies, terms, or conditions that are required to be on the website.

11. Agreement of Terms & Conditions

The Client agrees to the Terms & Conditions set forth by the Company when the project, work, or time commences. This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. Its terms can be modified only by an instrument in writing signed by both parties, except that the Company may authorize expenses or revisions orally. Any dispute regarding this Agreement shall be arbitrated in Indiana under the rules of the American Arbitration Association and the laws of Indiana. This Agreement shall be governed by the laws of the State of Indiana and courts of such State shall have exclusive jurisdiction and venue.