

TERMS OF SERVICE POLICY

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Before you continue to view, interact, and/or purchase from the *freelancingartisan.com* website (the "Website"), owned and operated by Chad Rankin ("us," "we," "our," "proprietor"), please read and be aware of the details to this Terms of Service Policy ("Terms," "Terms of Service," "Terms of Service Policy," "TOSP") -- as this TOSP contains important information with regards to the limitations of our liability.

The use of this Website is conditional upon your acceptance of, and compliance with, these Terms -- which apply to everyone, including (but not limited to) visitors, users, and others who access and use the Website.

While accessing and proceeding to engage with our Website (*freelancingartisan.com*), you are implicitly indicating an acceptance of this entire 'terms of service' policy - adjoined by an acknowledgement of the disclaimer policy below, and an agreement to waive any perceived claim of liable responsibility upon *freelancingartisan.com*.

If you disagree with any part of our 'Terms' and 'Disclaimer' Policies, then you are not openly permitted to access and use (or use) the Website, and we kindly ask that you cease your visitation.

DISCLAIMER POLICY

While every effort will be placed forth to ensure that the modified code – for purchasable acquirement -- is fundamentally sound and free of rendering conflict, we are unable to fully guarantee its universal functionality across the entire browser spectrum.

Before offering the modified code suggestion to you (for a purchasable fee), we do run a series of compatible tests against the more popular browser sets (Chrome, Firefox, Edge, Opera, Safari), and cross-display between various device/viewport dimensions – thus ensuring a stable responsive output.

As an end-user agreement to the aforementioned non-guarantee, you will NOT hold "us" @ *freelancingartisan.com* responsible for any perceived level of operating mishaps and/or damages; should the new code implementation (provided by *freelancingartisan.com*) cause/create a dysfunctional error with your website.

We will, however, from the rare circumstance of such an occurrence, attempt with every reasonable effort to fix/rectify at no additional charge. Should you become ultimately dissatisfied with either the original code implementation or the rectifying attempts to fix, then we shall disengage our code injection, return your site to its previous state, and provide a full refund – but only if the refund request falls within a seven-day window of the purchase receipt's timestamp date.

OUR OFFERS AND PRICING

We provide, offer, and sell the service of: Website Renovation.

*Beholding a frontend specialty with the general manipulation/modification of CSS, Javascript, and HTML.

Our price tag, for each offered task/project, is negotiable. We do not charge from an hourly-rate structure, rather the proposed fee (for service rendered) is set forth from a fair-estimate assumption -- based on the overall time and effort required to complete.

PURCHASES

When proceeding to purchase and finalize the transaction related to your new code modification, you will be given the option to choose a preferred third-party payment processor – a secure platform responsible for collecting your payment information and establishing an order receipt.

You may finalize your purchase from the following third-party payment processors: Stripe (Debit/Credit Card), PayPal (Debit/Credit Card, Account Log-In, Venmo), Cash App, Apple Pay, and Google Pay.

The following financial institutions are accepted by our third-party payment processors: American Express, MasterCard, Visa, Discover & Diners Club.

IMPORTANT NOTE: We are not responsible for the manner, method, transfer protocol, collection policy, or storage security with which any of these third-party platforms handle your billing and/or financial details.

You hereby represent and warrant a legal right to use the payment method(s) in connection with any purchase, and the information you supply -- to us and to the third-party payment processor(s) -- is true, correct and complete.

CANCELLATION POLICY

You are entitled to cancel an order, if either a request to re-modify code – which was already implemented by *freelancingartisan.com* -- or to begin a new project (commissioned by you, the client) is met with a reversal of interest.

REFUND POLICY

We do provide a FULL refund on any purchase order that was completed through our Website's payment flow - Stripe or PayPal – under the following circumstance:

- You are dissatisfied with the new functionality of our code modification update

Your request to receive a full refund MUST be issued within the first seven days of your purchase receipt's timestamp. At any point thereafter, we will not be obligated or obliged to provide a full or partial refund, should an eventual flare of dissatisfaction materialize.

ADDITIONAL CLARIFICATION:

We are not in line to provide a complete or partial refund for any other reason/circumstance that has not already been disclosed from this Terms policy; but may deliver one, purely on the sole discretion of *freelancingartisan.com*'s managing proprietor.

NO WARRANTY ON PURCHASES

THE PRODUCT ITEMS OR SERVICES DISPLAYED OR SOLD ON THIS WEBSITE ARE PROVIDED "AS IS," NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE) SHALL APPLY TO ANY PRODUCT ITEMS OR SERVICES DISPLAYED OR SOLD ON THIS WEBSITE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

REMEDIES

You agree that the remedies for breach of this 'Terms of Service Policy', as it relates to your purchase, shall be...

- Replacement of the original code (as implemented by *freelancingartisan.com*) with a modified/improved version.
- Full refund of the purchase price -- provided that your request is issued within seven days of the order receipt's datestamp.

You also agree that the remedy for breach of this 'Terms of Service Policy' is to pursue dispute resolution; as provided in the "governing law, severability, dispute resolution, and class action waiver" section below.

These remedies are intended to be your sole and exclusive remedies for any breach of this Terms of Service.

PROHIBITED USES

You agree to use this Website, and its associative content, under the accordance of any applicable laws, rules, regulations and these Terms, and you further agree to refrain

from performing any of the prohibited uses of this Website, as stated from our non-exhaustive list below:

- (1) Impersonating or attempting to impersonate Chad Rankin as the owner, operator, and chief representative of *freelancingartisan.com*;
- (2) Misrepresenting your identity or affiliation with any person or entity;
- (3) Engaging in any conduct that restricts or inhibits another person's use or enjoyment of the Website, or which -- as determined by our sole discretion -- may harm us or the users of this Website or expose us or other users to liable claims;
- (5) Using the Website in any manner that could disable, overburden, damage or impair the Website, or interfere with another party's use of the Website;
- (6) Using any robot, spider or other similar automatic technology (process and/or means) to access or use the Website for any purpose -- including all attempts to monitor or copy any of the material on this Website;
- (7) Using any manual process or means to monitor or copy any of the material on this Website, or for any other unauthorized purpose;
- (8) Using any device, software, means, or routine that interferes with the proper working of this Website, including (but not limited to) viruses, trojan horses, worms, logic bombs or other such materials that would categorically relate;
- (9) Attempting to gain unauthorized access to, interfering with, damaging, or disrupting any parts of the Website, the server(s) on which the Website is stored, or any server, computer or database connected to the Website;
- (10) Attacking the Website via a denial-of-service injection or a distributed denial-of-service assault, or attempting (by any means) to interfere with the proper working of the Website;
- (11) Using the Website in any way that violates applicable federal, state or local laws, rules, or regulations.
- (12) Sending or attempting to send any advertising or promotional material, including (but not limited to) spam, junk mail, chain mail or any similar material;

NO WARRANTY ON WEBSITE

THIS WEBSITE IS PROVIDED "AS IS," NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE) SHALL APPLY TO THIS WEBSITE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

AVAILABILITY, ERRORS, AND INACCURACIES

The information, products, and services found on this Website may contain errors or inaccuracies or may not be current. We assume no liability for the availability, errors, or inaccuracies of our information, products, or services that may be present on this Website.

**Though we place forth a grand effort to ensure, by all accounts, that our information, products, and services are available, accurate, current, and delivered within a prompt time frame.*

We may experience delays in updating our information on this Website – should an uncontrollable event take place. (For example, but not limited to: A power/electrical outage, webhost server delay, mechanical malfunction, and/or debilitating occurrence to the Website's working staff.)

DAMAGES AND LIMITATION OF LIABILITY

IN NO EVENT SHALL CHAD RANKIN (OWNER, OPERATOR, SOLE PROPRIETOR) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS OR USE THIS WEBSITE, INCLUDING (BUT NOT LIMITED TO) YOUR RELIANCE UPON DIRECT INFORMATION APPEARING ON THIS WEBSITE: ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED WEBSITES OPERATED BY THIRD PARTIES, PRODUCTS OR SERVICES OBTAINED THROUGH THIS WEBSITE, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, CONSUMER PROTECTION STATUTES OR OTHERWISE, EVEN IF CHAD RANKIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, DESPITE THE LIMITATION ABOVE, CHAD RANKIN IS FOUND LIABLE (BY YOUR OWN PERSPECTIVE VIEWPOINT) FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED ABOVE, THEN THE LIABILITY OF CHAD RANKIN WILL IN NO EVENT EXCEED THE PRODUCT ITEM FEE(S) YOU PAID TO CHAD RANKIN (VIA THIS WEBSITE: FREELANCINGARTISAN.COM).

*AT WHICH POINT, A FULL COMPENSATORY REFUND OF THE PRODUCT FEE MAY BE ISSUED, UNDER OUR DISCRETIONARY MEANS, BUT NEVER GUARANTEED.

THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF USE FAILS TO DELIVER ON ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS OF USE INURE TO THE BENEFIT OF CHAD RANKIN. THE AGGREGATE LIABILITY OF CHAD RANKIN ARISING OUT OF OR RELATING TO THIS WEBSITE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE

SHALL BE LIMITED TO THE AMOUNT OF TOTAL FEES YOU (THE WEBSITE CUSTOMER) HAVE DELIVERED (VIA OUR THIRD-PARTY PAYMENT PROCESSORS OF STRIPE OR PAYPAL) TO CHAD RANKIN -- RECEIVING MERCHANT {CMR74} AT FREELANCINGARTISAN.COM.

LINKS TO THIRD-PARTY WEBSITES

This Website contains hyperlinks to websites operated by third parties. We provide such hyperlinks for your personal reference and transactional facilitation.

We do not have any influential control with such websites and are not responsible for their contents, privacy rules, or interactive practices. Furthermore, it is your exclusive/sole responsibility to take necessary precautions (against potential viruses, worms, trojan horses, defects, and other items of a destructive and malicious nature) should you proceed to click/access or download -- whether from this Website or any other outbound, third-party website links or applications.

Our inclusion of hyperlinks to such websites does not imply our extending endorsement towards any of their brand/product services which may exist beyond this Website's operational purpose: Fulfilling your transaction order and delivering the product item in a timely manner.

**We strictly ensure that the posted third-party hyperlinks from this Website, and the entire functionality of this Website, are bound by a reputable and secure standard – with specific regards to the safety and protection of your browsing, navigating, accessing, clicking, and downloading actions.*

INTELLECTUAL PROPERTY, DMCA NOTICE, AND PROCEDURE FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

All of the contents within this Website have either been originally created by, officially licensed to, or permittedly granted for: Chad Rankin @ freelancingartisan.com.

©2024 All rights reserved.

Unless specified otherwise, this Website and all of its content materials, including (but not limited to) logos, designs, text, graphics, pictures, information, data, files (PDF), and arrangement thereof (collectively, "Content") are the proprietary property of Chad Rankin @ freelancingartisan.com and are either registered trademarks, trademarks, or otherwise protected intellectual property of Chad Rankin or the granting third parties which have issued the licensing rights for us (the Website) to use, integrate, and display.

In assuredly respecting the intellectual property rights of others, it's our policy to respond to any claim of "infringement" upon copyrighted material, trademarked symbols and words, or any other intellectual property that may be found on the Website.

If you, as one person or a collective entity, believe in good faith that the Content infringes on your intellectual property rights, you (or your agent) may send us a written notice of such infringement, with the subject titled "Infringement of Intellectual Property Rights - DMCA."

Your notice must include the following information:

(1) An electronic or physical signature of the person authorized to act on behalf of the intellectual property owner's interest;

(2) A thorough description of the work that you claim has been infringed, including the URL (i.e., web page address) of the location where the work exists, or a copy of the work in question;

(3) Your name, email address, and telephone number; and

(4) A personal statement of 'good faith belief' that our Website's use, display, and integration of the disputed Content is not authorized by the rightful owner, its agent, or the law.

Please note: We will not process your complaint if a "must include", from the listing above, is omitted.

You may be held accountable for damages, including (but not limited to) costs and attorneys' fees for any misrepresentation, or bad faith claims regarding the infringement of your intellectual property rights by the Content from this Website.

Email Service Desk:
cmr@freelancingartisan.com

GOVERNING LAW, SEVERABILITY, AND DISPUTE RESOLUTION

These Terms shall be governed and construed in accordance with the laws of the state of California, United States (PLACE OF DOING BUSINESS), without regard to its conflict of laws provisions.

THESE TERMS SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF INTERNATIONAL GOODS, THE UNIFORM COMMERCIAL CODE, NOR INCOTERMS.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between you and us -- with regards to our Website -- and supersede and replace any prior agreements we might have had with you, in respect to our Website.

REITERATING, FROM THE IMPLICIT AGREEMENT REQUIREMENT OF THIS POLICY'S OPENING PARAGRAPH (WAIVING YOUR RIGHT, IN ORDER TO ACCESS AND USE FREELANCINGARTISAN.COM'S BUSINESS/WEBSITE SERVICE), YOU MAY NOT LAY A LIABLE CLAIM AGAINST CHAD RANKIN AND THE OPERATING BUSINESS MECHANISM OF FREELANCINGARTISAN.COM AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION.

- ANY PURCHASE TRANSACTION SHALL FURTHER INDICATE YOUR CLEAR UNDERSTANDING AND COMPLETE ACCEPTANCE OF THESE LIABILITY LIMITATIONS.

CHANGES TO TERMS OF SERVICE

We reserve the right to change, amend, and modify these Terms of Service at any time and without providing a forwarded notice of indication, should we make any changes to these Terms of Service.

**All modifications (if any) will be reflected from this policy's timestamp – located in the top header of this document.*

QUESTIONS

If you have any questions about our Terms of Service, please contact our dedicated customer service email address:



cmr@freelancingartisan.com

POLICY TEMPLATE STRUCTURED BY:

Termageddon LLC