

Terms of Service

Last Updated: July 27, 2025

1. Introduction

Welcome to Tommymvisuals Consulting. These Terms of Service ("Terms") govern your use of our website, services, and any content provided by Tommymvisuals Consulting ("we," "us," or "our"). By accessing our website or engaging our services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our services.

2. Services

Tommymvisuals Consulting provides marketing services as outlined in individual agreements, proposals, or Statements of Work (SOW) between Tommymvisuals Consulting and clients. The specific details, deliverables, timelines, and compensation for services will be defined in these separate agreements, which may incorporate these Terms by reference.

3. Client Responsibilities

When engaging our services, clients agree to:

- Provide accurate, complete information necessary for service delivery
- Review and approve materials in a timely manner
- Maintain confidentiality of proprietary information shared during the engagement
- Adhere to payment terms as outlined in service agreements
- Use deliverables only for intended purposes as specified in agreements
- Obtain necessary permissions for use of client-provided materials
- Comply with all applicable laws and regulations

4. Intellectual Property Rights

4.1 Our Content

All content on our website, including but not limited to text, graphics, logos, images, audio, video, and software, is the property of Tommymvisuals Consulting or its content suppliers and is protected by copyright and intellectual property laws. Unauthorized use of website content is prohibited.

4.2 Client Projects

Intellectual property rights for client projects are specified in individual client agreements or SOWs. Unless otherwise stated in writing:

Upon full payment, clients receive rights to final deliverables as specified in the agreement
Tommymvisuals Consulting retains ownership of all preliminary designs, drafts, concepts, and unused materials

Tommymvisuals Consulting may display and link to completed client work in portfolios and promotional materials unless explicitly prohibited in writing

Third-party elements (stock photos, fonts, software) are subject to their respective licenses

5. Payment Terms

Detailed payment terms are outlined in individual client agreements. General terms include:

All fees are stated in the currency specified in the agreement

Payment schedules and methods are defined in individual agreements

Late payments may incur fees as specified in agreements

We reserve the right to suspend services for non-payment

6. Termination

6.1 Termination by Client

Clients may terminate services as outlined in their specific agreements. Early termination may result in fees for work completed and expenses incurred.

6.2 Termination by Tommymvisuals Consulting

We reserve the right to terminate services if:

Client violates these Terms

Client fails to pay fees when due

Client engages in illegal or unethical activities

Service delivery becomes impractical due to factors beyond our control

7. Limitation of Liability

To the maximum extent permitted by law:

Tommymvisuals Consulting shall not be liable for any indirect, incidental, special, consequential, or punitive damages

Our total liability for any claims arising from these Terms or services shall not exceed the amount paid by the client for the specific services giving rise to the claim

We are not liable for delays or failures resulting from circumstances beyond our reasonable control

8. Warranties and Disclaimers

Services are provided "as is" without warranties of any kind, either express or implied
We do not guarantee specific business results from our services
We make reasonable efforts to ensure deliverables are free from defects but cannot guarantee error-free services
Client assumes all risk associated with implementation of marketing strategies

9. Indemnification

You agree to indemnify, defend, and hold harmless Tommymvisuals Consulting and its officers, directors, employees, agents, and affiliates from any claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from your use of our services, violation of these Terms, or infringement of rights.

10. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction where Tommymvisuals Consulting is registered, without regard to its conflict of law provisions. Any disputes arising from these Terms or services shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

11. Changes to Terms

We reserve the right to modify these Terms at any time. Changes will be effective upon posting to our website. Your continued use of our services after changes constitutes acceptance of the revised Terms.

12. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

13. Contact Information

For questions regarding these Terms or our services, please contact us at:

Tommymvisuals Consulting

Email: legal@tommymvisualsconsulting.com

Website: <https://tommymvisualsconsu.wixstudio.com/tommy/contact>

14. Entire Agreement

These Terms, together with any applicable service agreements, constitute the entire agreement between you and Tommymvisuals Consulting regarding the subject matter herein and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written.