

TERMS AND CONDITIONS

This website is owned by The Lustful Student ("We", "Us" or "The Lustful Student"). We are providing you with access to this Site and our online store subject to the following terms and conditions.

By browsing, accessing, using, or purchasing merchandise on this Site or otherwise using our Services, you are agreeing to all of the following terms and conditions, including any policies referred to herein (collectively, these "Terms"). So, please read these Terms carefully.

We reserve the right to change this Site and these Terms at any time. If you are unwilling to be bound by these Terms, you should not browse, access use, register for or purchase merchandise from the Site.

You represent and warrant that you are at least 18 years old or visiting this Site under the supervision of a parent or guardian.

1) Ownership

- a)** Upon receipt of full payment, The Lustful Student grants the client exclusive license to use the final cover design artwork (PDF, JPEG or other publishing-ready format) for his/her book and/or e-book cover and associated promotional materials.
- b)** The client understands that he/she has no right to alter the final cover design in any way except to change size for printing or digital display. If the client desires any alterations, he/she will consult The Lustful Student. The client understands that additional payments may be required to make these alterations.
- c)** The client agrees to abide by the terms of any license agreement for any images purchased by, The Lustful Student through a third-party image provider for use in client's book design.
- d)** The Lustful Student retains copyright and ownership of all design and draft materials.
- e)** If the client supplies The Lustful Student with materials subject to intellectual property rights by a third-party, the client will secure the appropriate rights to use the materials before directing the designer to incorporate them into his/her project. The Lustful Student reserves the right to request a copy of secured rights. Should any intellectual property dispute arise involving materials the client provides, the client assumes full legal and financial responsibility.

2) Publishing Rights and Brand Naming

The client acknowledges he/she has obtained all rights and permissions to publish materials to be used in the project and shall be solely responsible for the materials and the validity of copyrights, trademarks and ownership claimed by the client. Client agrees to indemnify, hold harmless and defend Fantastical Ink and its employees from any and all libel and copyright and permission infringement action resulting from materials client provides. The book material client provides must not be a public domain work (unless client is the original author).

3) Confidentiality

- a) All client information and materials are considered confidential and only for use by The Lustful Student to provide a quote or complete a project. Client information and project materials will not be given out or shared with any third party, unless otherwise requested by the client.
- b) The Lustful Student retains the right to use client's name and book title on the Lustful Student website and to market and promote our services.

4) Attribution

Fantastical Ink requires cover design credit appear in client's book (either on the back cover or on the copyright page) such as: "Cover design © website.com/thelustfulstudent"

5) Client Responsibilities

Client is fully responsible for proofing the book design provided by The Lustful Student. It is strongly suggested that client requests a proof from the printer before publishing or ordering any copies of the book. At no time will The Lustful Student be held financially or legally responsible for any problems, costs, fees or expenses incurred by client as a result of using the book design.

6) Restrictions on Rights to Use

You agree you shall not (and you agree not to allow any other individual or entity identification to):

- download, modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, or in any way commercially exploit any portion of this Site, except and to the extent expressly permitted under these Terms;
- remove any copyright, trademark or other proprietary rights notice contained in or on the Site;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of this Site;
- collect any information about other users (including usernames and/or email addresses) for any purpose other than to solicit and/or share reviews with other users;
- reformat or frame any portion of any Web pages that are part of this Site;
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit to other users unsolicited electronic communications, such as "spam," or otherwise interfere with other users' enjoyment of the Site;
- submit to this Site any content that falsely states or implies that such content is sponsored or endorsed by us;
- transmit or upload to this Site any item containing or embodying any virus, worm, defect, malware, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of this Site, any other Web site, or any computer or other device or system, or the enjoyment of this Site by any user;
- use this Site to violate the security of or gain unauthorized access to any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes);
- submit to this Site any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity; or otherwise use the Site to transfer or store illegal material, including any material deemed threatening or obscene;
- copy or store any User Content offered on this Site other than for your personal, non-commercial use;
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large data or traffic load on this Site or the IT infrastructure used to operate and make this Site available; or
- Use this Site and/ or any User Content, intentionally or unintentionally, to violate any applicable local, state, federal or international law.

We have no obligation to monitor any user conduct on this Site, and we reserve the right and have absolute discretion to monitor any user conduct on this Site at any time and for any reason without notice.

Return Policy

Returns, Refunds, and Exchanges

I am 100% committed to your satisfaction; so, I will work with you to ensure that you are satisfied with the cover you have chosen. That said, the following applies:

When you purchase a premade cover from my store, it means that you are satisfied with the design. We both agree that certain elements that mentioned under the cover (e.g. title) might be modified; but, by you completing the purchase, it means that you understand the design is final.

When purchasing a **premade cover** the payment is due after signing the contract and prior to receiving the final files. No refunds are allowed.

As soon as the alterations to the elements mentioned above are finished and the payment has been received the final file will be sent to the client.

When you order a **custom cover** the process is designed to work with you every step of the way in order to deliver the perfect cover you were looking for.

Once a cover is customized to your needs, and I've sent you files, it results in you having material that cannot be sold to anyone else.

For these reasons, no refunds will be accepted after delivering the final high-resolution cover.

Deposit fee for custom covers are refundable.