

Vito's Services Terms Of Service And Policy

1. PROJECT

- 1.1 The current order requested from the buyer will be referred to as a "**project**".
- 1.2 The **project** includes all the necessary files (excluding open-source dependencies) required to successfully compile or/and run the **project** that the buyer has specified
- 1.3 The **project** can be anything from services, files, etc.
- 1.4 The **project** details must be exactly specified by the buyer. This determines the type and files for the **project**
- 1.5 All of the information about the **project** and regarding the **project** or payments must be exchanged via Discord Direct Messaging (preferred) OR Discord Direct Voice Call.

2. PROJECT MODIFICATION

- 2.1 The buyer is not allowed to modify the **project** details and requirements, unless in the following cases:
 - 1) The **project** development has not started
 - 2) The development for the part of the **project** that is to be modified has not started
 - 3) The **project** is uncomputable unless it is modified
 - 4) The **seller** requests/suggests modification of the **project**
 - 5) The **buyer** requests modification of the **project** and the **seller** agrees **in writing**
- 2.2 Any modification of the project requires re-negotiation of the price

3. PAYMENTS

- 3.1 Payments for the **project** are done only via PayPal Invoices (<https://www.paypal.com/>). which ensures buyer protection.
- 3.2 The PayPal fee (tax) for each transaction is paid by **the buyer**.
- 3.2 Payments are divided for each section specified (above) by the **seller**
- 3.3 When a section/part of the **project** is completed the development process is halted until the payment for that section is received.
- 3.4 After receiving payment for the section of the **project**, the current **project** files are sent via Discord Direct Messaging in a Zipped Archive Format (.rar or .zip) and the development process is continued for the next section.
- 3.5 This is done to ensure safety for the buyer and **seller** and minimal loss for both sides if the **project** for some reason is canceled by the buyer.

4. PROJECT CANCELTION

- 4.1 The **project** can be canceled by the buyer at any time, without providing a reason.
- 4.2 When canceling the **project**, the buyer MUST IMMEDIATELY notify the **seller** via Discord Direct Messaging that they are requesting the **project** be canceled.

- 4.3 Failing to comply with 2.2 will result in a blacklist from requesting other **projects** in the future
- 4.4 When canceling the **project**, development is stopped immediately and no files are sent and no payments are required.
- 4.5 The **project** can be canceled by the **seller** at any time

5. REFUNDS

- 5.1 No refunds are provided
- 5.2 Exception to 5.1 is when the **seller** has canceled the **project** and no files have been sent for the part of the **project** the payment was intended for, and the payment has successfully been completed a refund will be provided for those payments. If files for previously completed sections of the **project** have been sent no refunds will be provided for those files.

6. ADDITIONAL INFORMATION

- 6.1 The buyer of any **project** is eligible to a 10-day full support from the **seller**.
- 6.6 The full support covers the following aspects:
- 1) Debugging and bug fixing if there are any issues with the final **project**
 - 2) Small modifications, single values only
 - 3) Hosting assistance (not providing any hosting, just answering any technical questions or assisting the buyer to setup the project ready for hosting
 - 4) Questions
- 6.7 In addition to the buyer, the **seller** reserves all rights for the **project**
- 6.8 The **seller** must provide a copy of this document when arranging an order with a new buyer
- 6.9 The buyer is required to read all of the contents in this document
- 6.10 By arranging an order (**project**), the buyer automatically agrees with all of the contents in this document
- 6.11 The **seller** reserves all rights to modify this document but must notify all buyers with active **projects** and provide a new copy of the modified document that the **buyer** must agree to, otherwise the project **may** be canceled.

7. PROJECT REQUIREMENTS & RESTRICTIONS

- 7.1 All versions of the project must contain information about the creator of the project, including but not limited to:
- 1) Full Name / Nickname / Alias
 - 2) Email Address
 - 3) Discord Name and tag
- 7.2 The buyer is not allowed to distribute, resell or provide the project or any part of the project or It's source code to third parties!
- 7.3 Not complying with or breaking any of the TOS in this section or this document will lead to legal action!

SELLER NAME: Vito

SELLER DISCORD: .vitoo.

LAST MODIFIED BY VITO AT 31/10/2023 (DD/MM/YYYY)

A handwritten signature in black ink, appearing to be 'S. M. D.', written in a cursive style.

SIGNATURE: