

Terms of Service

STACKD Creative Studio

Last Updated: January 30, 2026

Welcome to STACKD Creative Studio. These Terms of Service ("Terms") govern your use of our website and services. By accessing our website or engaging our services, you agree to be bound by these Terms.

Quick Summary: These terms explain the rules for using our website and working with us. By using our site or hiring us, you agree to these terms. Most importantly: be respectful, pay on time, and we'll create amazing work for you!

1. About STACKD Creative Studio

Business Name: STACKD Creative Studio
ABN: 85758802488
Services: Web design, branding, graphic design, and related creative services
Owner: Chloe Armstrong

In these Terms, "we," "us," and "our" refer to STACKD Creative Studio. "You" and "your" refer to the user of our website or client of our services.

2. Acceptance of Terms

By accessing or using our website (stackdcreative.com or any associated domains), you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy.

If you do not agree with these Terms, you must not use our website or services.

3. Use of Website

Permitted Use

You may use our website for lawful purposes only, including:

- Browsing our portfolio and services
- Contacting us for inquiries or quotes
- Learning about our design process

- Accessing resources we make publicly available

Prohibited Use

You agree NOT to:

- Use our website for any illegal or unauthorized purpose
- Attempt to gain unauthorized access to our systems or networks
- Transmit viruses, malware, or any harmful code
- Scrape, copy, or reproduce our content without permission
- Harass, abuse, or harm us or other users
- Impersonate STACKD Creative Studio or our representatives
- Use automated systems (bots, scrapers) to access our website

4. Services

Service Description

STACKD Creative Studio provides professional design services including but not limited to:

- Brand identity and logo design
- Website design and development
- Marketing materials and collateral
- Social media graphics
- Brand strategy and consulting

Service Agreements

Specific projects are governed by individual Service Agreements between STACKD Creative Studio and the client. These Service Agreements take precedence over these general Terms for contracted work.

Right to Refuse Service

We reserve the right to refuse service to anyone for any reason, including but not limited to:

- Inappropriate or abusive behavior
- Non-payment or payment disputes
- Requests that violate our values or policies

- Projects outside our scope of expertise

5. Intellectual Property

Our Website Content

All content on our website, including text, graphics, logos, images, design work, and software, is the property of STACKD Creative Studio and is protected by Australian and international copyright laws.

You may not reproduce, distribute, modify, or create derivative works from our website content without our express written permission.

Portfolio Work

Work displayed in our portfolio was created by STACKD Creative Studio. We retain the right to display this work for promotional purposes unless otherwise agreed with the client.

Client Work

For contracted projects:

- STACKD Creative Studio retains full ownership of all work until final payment is received
- Upon full payment, clients receive specified rights as outlined in the Service Agreement
- We retain the right to display client work in our portfolio unless confidentiality is agreed upon

6. Payment Terms

Pricing

Pricing for services is provided in individual proposals and quotes. All prices are in Australian Dollars (AUD) unless otherwise specified.

Payment Schedule

Unless otherwise agreed in writing:

- 50% deposit required before work commences
- 50% balance due upon project completion, before final file delivery

- Invoices are due within 7 days of issue

Late Payments

Late payments may incur:

- A 5% late fee after 30 days overdue
- Suspension of work until payment is received
- Referral to debt collection if payment remains outstanding beyond 60 days

Payment Methods

We accept payment via:

- Credit/Debit Card (Stripe)
- Bank Transfer

7. Project Timeline and Delays

We provide estimated project timelines in good faith. However, timelines may be affected by:

- Delays in client feedback or approvals
- Changes to project scope
- Unavailability of required materials or information
- Circumstances beyond our reasonable control (illness, emergencies, etc.)

We will communicate any anticipated delays promptly and work to minimize their impact.

8. Revisions and Changes

Each project includes a specified number of revision rounds (typically 2-3) as outlined in the Service Agreement. Additional revisions may incur extra charges.

Significant scope changes or new work requests will require a separate agreement and additional fees.

9. Client Responsibilities

To ensure successful project completion, clients must:

- Provide timely feedback and approvals
- Supply necessary content, materials, and access
- Ensure all provided content is legally owned or licensed
- Make payments according to agreed terms
- Respond to communications within reasonable timeframes

10. Warranties and Disclaimers

Our Warranty

We warrant that:

- Services will be performed with professional care and skill
- Original work created by us does not infringe third-party intellectual property rights
- We will make reasonable efforts to meet agreed deadlines

Disclaimer

To the maximum extent permitted by Australian Consumer Law:

- Our website is provided "as is" without warranties of any kind
- We do not guarantee uninterrupted or error-free website access
- We are not liable for third-party content or links on our website
- Design success depends partly on factors outside our control (market conditions, implementation, etc.)

11. Limitation of Liability

To the extent permitted by law:

- Our total liability for any claim is limited to the amount paid by the client for the specific service
- We are not liable for indirect, incidental, or consequential damages
- We are not liable for lost profits, business interruption, or loss of data

Australian Consumer Law: Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy under the Australian Consumer Law (ACL)

or any other applicable law that cannot be excluded, restricted, or modified by agreement.

12. Termination

By Client

Clients may terminate a project at any time with written notice. However:

- Deposits are non-refundable
- Work completed to date will be billed at our hourly rate
- No work product is provided until all outstanding payments are made

By STACKD Creative Studio

We may terminate a project if:

- Client fails to make required payments
- Client fails to provide necessary materials or feedback
- Client engages in abusive or inappropriate behavior
- We determine we cannot successfully complete the project

13. Confidentiality

We respect client confidentiality and will not disclose:

- Proprietary business information
- Unpublished creative work
- Sensitive project details

Exceptions include information that:

- Is publicly available
- Must be disclosed by law
- Was already known to us independently

14. Third-Party Services

We may use third-party services (stock photography, fonts, hosting, etc.) in our work. These are subject to their own terms and licenses. Additional costs for premium assets will be communicated and approved before use.

15. Force Majeure

We are not liable for delays or failures caused by circumstances beyond our reasonable control, including:

- Natural disasters
- Pandemics or public health emergencies
- Government actions or restrictions
- Internet or technology failures
- Serious illness or personal emergencies

16. Dispute Resolution

If a dispute arises:

1. We encourage you to contact us first to resolve the issue informally
2. If informal resolution fails, we agree to attempt mediation before pursuing legal action
3. Any legal disputes will be governed by the laws of Australia
4. Disputes must be brought in the courts of [Your State/Territory], Australia

17. Changes to Terms

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting to our website with a new "Last Updated" date.

Continued use of our website or services after changes constitutes acceptance of the modified Terms.

For active projects, the Terms in effect at the time of agreement signing will apply.

18. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

19. Entire Agreement

These Terms, together with any Service Agreement and our Privacy Policy, constitute the entire agreement between you and STACKD Creative Studio regarding use of our website and services.

20. Contact Information

For questions about these Terms, please contact us:

STACKD Creative Studio

ABN: 85758802488
Email: [hello@itsstackd.com]
Phone: [0477773559]

21. Australian Consumer Law

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the services supplied again if the services fail to be of acceptable quality and the failure does not amount to a major failure.

By using our website or engaging our services, you acknowledge that you have read, und