

# QUIET PEN ARTISTRY

## Terms of Service

*quietpenartistry.com*

Effective Date: April 2026

Last Updated: May 2026

### 1. AGREEMENT TO THESE TERMS

These Terms of Service ('Terms') govern your use of the Quiet Pen Artistry website located at quietpenartistry.com ('Site') and all services provided by Quiet Pen Artistry ('QPA', 'we', 'us', or 'our'), a custom design content editing business based in the United States.

By visiting our Site, submitting an inquiry form, booking a discovery call, entering a giveaway, or engaging Quiet Pen Artistry for any design services, you ('Client', 'you') agree to be bound by these Terms. If you do not agree, please do not use our Site or services.

These Terms apply to all visitors, prospective clients, and active clients. For active project engagements, these Terms are supplemented by a separate project proposal and agreement signed before project commencement.

### 2. SERVICES OFFERED

Quiet Pen Artistry provides custom-branded workbook, journal, and guidebook design and content editing services for coaches, consultants, retreat and wellness leaders, spiritual communities, educators, corporate event planners, and nonprofits. Services are offered through the following packages:

PACKAGE	STARTING AT	TYPE	BEST FOR
<b>The Seed</b>	\$800	Starter Workbook	First-time clients, smaller workshops
<b>The Bloom</b>	\$1,800	Signature Workbook	Coaches and consultants are the most popular
<b>The Illuminate</b>	\$4,500	Full Suite (3 pieces)	Retreat leaders, multi-resource programs
<b>The Vision</b>	Custom	Custom / Ongoing / Retainer	Large organizations, multi-event series

All services are custom and bespoke. Pricing shown is a starting point; final pricing is confirmed in your project proposal following a discovery call. Quiet Pen Artistry reserves the right to decline any project at its sole discretion.

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### 3. DISCOVERY CALL & INTAKE FORM

Prior to any project commencing, prospective clients are required to complete the following steps:

- Submit the Quiet Pen Artistry intake form with accurate and complete project information
- Attend a free 30-minute discovery call via the booked Setmore appointment
- Review and approve the project proposal prepared by Quiet Pen Artistry following the discovery call

The discovery call and intake form are complimentary and do not constitute a binding agreement or guarantee of services. Quiet Pen Artistry is not obligated to accept a project following a discovery call. A project is considered active only upon receipt of the signed project proposal and the non-refundable deposit described in Section 4.

Information submitted in the intake form is used solely to prepare for your discovery call and create a tailored proposal. See our Privacy Policy at [quietpenartistry.com/privacy](http://quietpenartistry.com/privacy) for full details on how your information is handled.

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### 4. PAYMENT TERMS & DEPOSIT

#### Non-Refundable Deposit

All Quiet Pen Artistry projects require a non-refundable deposit of \$500.00 USD before work begins. This deposit is earned by Quiet Pen Artistry upon receipt and is credited toward your final project invoice; it is not an additional fee.

Payment of the deposit constitutes your acceptance of these Terms of Service and the specific terms outlined in your signed project proposal. Work begins within 48 hours of receiving both the signed proposal and the confirmed deposit.

#### Milestone Payments

For projects beyond The Seed package, payments are invoiced at project milestones as outlined in your individual project proposal. Milestone payments are due within 5 business days of the invoice. Work will pause if a milestone payment is not received within this window.

#### Payment Methods

Quiet Pen Artistry accepts payment via Stripe. All payments are processed securely. Quiet Pen Artistry does not store payment card details directly. By making a payment, you agree to Stripe's terms of service available at [stripe.com/legal](http://stripe.com/legal).

#### Late Payments

If a scheduled payment is not received within 5 business days of the due date, Quiet Pen Artistry reserves the right to pause all work on the project until payment is received in full. Continued non-payment may result in project cancellation under the terms described in Section 7.

### 5. REVISIONS & AMENDMENTS

Each Quiet Pen Artistry package includes a set number of revision rounds as detailed below. A revision round is defined as one consolidated set of feedback submitted by the client in a single communication. Quiet Pen Artistry will incorporate all feedback in a single revision round before presenting the next draft.

PACKAGE	REVISION ROUNDS	NOTES
The Seed	2 rounds	Applies to the full workbook
The Bloom	3 rounds	Applies to the full workbook
The Illuminate	2 rounds per booklet	2 rounds each for workbook, journal, and guidebook ( 6 rounds total)

Additional revision rounds beyond the included allowance are available for \$150.00 USD per round and are invoiced before work begins on that round. If a revision fundamentally changes the project scope, direction, or content beyond refining existing work, we may quote it as a separate project addition.

*What counts as a revision: Changes to layout, typography, colors, copy edits, graphic adjustments, and structural reorganization within the agreed scope. What does not count as a revision: Entirely new content, a change in brand identity, or a request to redesign from scratch after a draft has been approved.*

## 6. INTELLECTUAL PROPERTY & OWNERSHIP

### ***Client Ownership***

Upon receipt of final payment in full, the client receives complete ownership of all deliverables created specifically for their project. This includes full intellectual property rights, unlimited printing rights, and the right to use, distribute, modify, and sell the finished workbook, journal, or guidebook for any commercial purpose.

Quiet Pen Artistry does not retain any rights to the client's content, brand assets, or finished deliverables following final payment. Client owns 100% of all revenue generated from any sale or distribution of the finished product, in perpetuity.

### ***Quiet Pen Artistry Ownership***

Quiet Pen Artistry retains ownership of its underlying design frameworks, templates, systems, processes, and proprietary methodologies. The client's ownership of deliverables does not extend to QPA's general design infrastructure or tools, only to the specific, custom-created content produced for their project.

### ***Client-Provided Content***

The client is solely responsible for ensuring they have the legal right to use any content, images, logos, brand assets, or text they provide to QPA for inclusion in the project. Quiet Pen Artistry assumes no liability for intellectual property violations resulting from client-provided materials.

### ***Confidentiality***

Quiet Pen Artistry treats all client projects, content, and business information as strictly confidential. Project details, client identity, and deliverable content will never be shared publicly, used in QPA's portfolio, or disclosed to any third party without the client's explicit written consent.

### ***NDA Policy***

Quiet Pen Artistry does not accept or sign non-disclosure agreements (NDAs) submitted by prospective or active clients. QPA's confidentiality obligations, as described in this Section, are the governing terms for all project engagements. Clients who require a signed NDA as a condition of engagement are encouraged to review this Section carefully; if these terms are insufficient for their needs, QPA may not be the right fit for their project.

### **THE QUIET PEN ARTISTRY PROMISE ON OWNERSHIP**

- You own your content. You own your brand. You own the finished product.
- Unlimited printing rights. 100% of all sales revenue. Forever.
- QPA retains only its underlying design framework, nothing that belongs to you.

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## 7. CANCELLATION, PROJECT HOLD & ABANDONMENT

### ***Client Cancellation***

If a client cancels a project at any point after the deposit has been paid, the \$500.00 deposit is forfeited in full with no exceptions. No portion of the deposit is refundable under any circumstances, including, but not limited to, a change of mind, a change in business direction, or personal circumstances.

If a client cancels a project after milestone payments have been made beyond the deposit, any work already completed is retained by Quiet Pen Artistry and may not be used by the client. Payments beyond the deposit are non-refundable for work already performed.

### ***QPA Cancellation***

In the unlikely event that Quiet Pen Artistry is unable to complete a project due to circumstances on QPA's end, the client will receive a full refund of all payments made, including the deposit. QPA will provide written notice of cancellation and the reason as soon as reasonably possible.

### ***Project Hold Due to Client Non-Response***

Active communication is essential to Quiet Pen Artistry's project process. If a client does not respond to project communications for 4 consecutive business days, the following policy applies:

- The project is immediately placed on hold
- The deposit is forfeited
- All work in progress is paused and retained by QPA
- To reactivate the project, the client must respond in writing and pay all outstanding balances in full before work resumes.
- Quiet Pen Artistry reserves the right to reschedule the project based on current availability upon reactivation.

*This policy exists to protect both parties. QPA holds project slots exclusively for active clients. A 4-day response window is fair and reasonable. If you anticipate a delay, please let us know in advance; we can make exceptions with advance notice.*

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## 8. TIMELINE & DELIVERY

Project timelines are established in the individual project proposal following the discovery call. Timelines are estimates based on project scope, client responsiveness, and Quiet Pen Artistry's current workload. QPA will make every reasonable effort to meet agreed timelines.

The following factors may affect project timelines and are outside QPA's control:

- Delayed feedback or approval from the client
- Late delivery of client-provided content, brand assets, or materials
- Scope changes requested by the client during the project
- Periods of client non-response (see Section 7)

Quiet Pen Artistry is not liable for delays caused by client-side factors. If QPA anticipates a delay on its end, we will notify you in writing as soon as possible with a revised timeline.

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## 9. GIVEAWAYS & PROMOTIONAL OFFERS

From time to time, Quiet Pen Artistry may offer giveaways, contests, or promotional offers on its website or social media platforms. By entering a QPA giveaway, you agree to the following:

- Entry requires the submission of your name and email address
- Entry into a giveaway does not guarantee receipt of any prize or service
- Winners are selected at QPA's sole discretion unless otherwise stated
- Free resources awarded as giveaway prizes are for the winner's personal or business use only

- Opting into email marketing as part of a giveaway entry is voluntary; you may opt out at any time
- QPA reserves the right to modify, suspend, or cancel any giveaway at any time without notice

Giveaway prizes have no cash value and cannot be exchanged, transferred, or applied as a credit toward paid services unless explicitly stated. Quiet Pen Artistry's Privacy Policy applies to all information collected through giveaway entry forms.

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## **10. WEBSITE USE & DISCLAIMER**

The content on the Quiet Pen Artistry website, including all text, graphics, design samples, package descriptions, and other materials, is provided for informational purposes only and is the intellectual property of Quiet Pen Artistry.

You may not copy, reproduce, republish, distribute, or use any content from this Site for commercial purposes without QPA's explicit written permission.

Quiet Pen Artistry makes no warranties, express or implied, regarding the accuracy, completeness, or fitness for purpose of any content on the Site. The Site is provided 'as is' without any warranty.

QPA is not responsible for any third-party websites linked from this Site. Links are provided for convenience only and do not imply endorsement.

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## **11. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Quiet Pen Artistry shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising from your use of this Site or our services, including but not limited to loss of revenue, loss of profit, or loss of data.

Quiet Pen Artistry's total liability for any claim arising from services provided shall not exceed the total amount paid by the client for the specific project giving rise to the claim.

Nothing in these Terms limits QPA's liability for fraud, gross negligence, or any other liability that cannot be excluded under applicable law.

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## **12. GOVERNING LAW & DISPUTE RESOLUTION**

These Terms of Service are governed by and construed in accordance with the laws of the State of California, United States, without regard to its conflict of law principles.

In the event of any dispute arising from these Terms or any QPA services, both parties agree to first attempt to resolve the dispute through good-faith negotiation. If negotiation fails, disputes will be submitted to binding arbitration in California under the rules of the American Arbitration Association, unless both parties agree otherwise in writing.

Nothing in this section prevents either party from seeking emergency injunctive or other equitable relief from a court of competent jurisdiction where necessary to prevent irreparable harm.

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## **13. CHANGES TO THESE TERMS**

Quiet Pen Artistry reserves the right to update or modify these Terms of Service at any time. When material changes are made, the 'Last Updated' date at the top of this document will be revised. Your continued use of the Site or services after any changes constitutes your acceptance of the updated Terms.

For active project clients, changes to these Terms do not retroactively affect projects already in progress under a signed proposal, unless both parties agree in writing.

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## | 14. CONTACT

If you have any questions about these Terms of Service, please contact us:

### Quiet Pen Artistry

**Email:** [info@quietpenartistry.com](mailto:info@quietpenartistry.com)

**Website:** [quietpenartistry.com](http://quietpenartistry.com)