

## General Terms

- Ipixel and the client agree to work together to complete the project in a timely manner. If the client does not supply Ipixel with complete information, text, and graphic imagery for the project within the agreed timeframes, the remaining balance of the approved quotation becomes due and payable.
- Ipixel retains the right to showcase the work produced for the client in their portfolio, use the client's name, logo, and project details in its marketing materials and on its website to showcase work unless otherwise agreed upon.
- All artwork produced remains the property of Ipixel until settlement of the final invoice.

## Payment Terms

- A 50% deposit is payable before a graphic design project will commence. Full payment is due before delivery of the completed order. Alternatively, a deposit and payment terms for the balance can be arranged.
- Social media management is payable one month in advance.
- Website/software/mobile app projects that have a higher value than \$2,000.00 can be split into a payment plan based on the agreed timeframe.
- Printing projects are payable upfront.

## Project Scope & Additional Work

- Additional functionality for a website or requirements for artwork and social media management that was not included in the approved quote will be charged either at an hourly rate or will be quoted separately. Email approval of this additional charge will constitute acceptance of the additional work.
- Any changes to the agreed scope of work must be documented and may result in additional charges.
- Graphic design project artwork includes the initial proof and 3 sets of changes unless stated otherwise. Further changes will be chargeable at an hourly rate of \$65 per hour.
- Ipixel will accommodate 1 set of revisions per social media post. Additional revisions will be billed at \$65 per hour.

## Content & Responsibilities

- The client is solely responsible for providing all content (written text and graphics) within 2 weeks of approving the quotation (graphic design and websites). If Ipixel is required to source content on the client's behalf, the hourly rate will be charged.
- The client is responsible for approving content and providing feedback in a timely manner.
- The client will provide necessary access to social media accounts, branding guidelines, and any required content (e.g., logos, product images, etc.).

## Printing

- Printing: Prior to print work being commenced, proofs must be signed off. It is the client's responsibility to ensure all color, text, and any other visual elements are correct on the final designed element.
- Ipixel will not take responsibility for any errors, color & omissions on the final print or published work that was previously approved by the client.
- Print work is handled by a third-party company. If the client requests that Ipixel should manage the printing process, the hourly rate will be billed according to the time associated with managing the print job. Ipixel will collect the printed material on the client's behalf. Once final payment has been received, the print work will be delivered.

## Stock Imagery

- Ipixel has access to a library of stock imagery & video footage. These images may be used for the client's website, social media, or design project. Images not in our library will incur an additional cost.
- Images used for products that are resold will incur an extra cost.
- Ipixel will ensure that all stock imagery used in client projects is properly licensed for the intended use. However, the client must inform Ipixel if the imagery will be used for commercial purposes, especially if it involves resale, to ensure the appropriate license is acquired.
- The client is responsible for adhering to any usage restrictions imposed by the stock image licenses. This includes but is not limited to restrictions on the number of impressions, geographic locations, and types of media in which the image can be used.
- If the client provides imagery, it is the client's responsibility to ensure that the imagery is properly licensed for the intended use. Ipixel will not be liable for any legal issues arising from the use of unlicensed or improperly licensed images provided by the client.
- Ipixel will not be held responsible for any third-party claims related to the misuse or mislicensing of stock imagery by the client, including but not limited to claims of copyright infringement.

## Stock Imagery (continued)

- Any stock imagery purchased and licensed by Ipixel specifically for the project cannot be transferred or resold to the client. The client will only receive the final deliverables with the images embedded in the design.
- Any modifications made to stock images by Ipixel, such as cropping, color adjustments, or adding text, do not alter the original licensing terms of the image. The client must comply with the original license terms regardless of modifications.
- If a stock image is altered in a way that requires a different or additional license (e.g., making it the primary feature of a product), the client will be responsible for acquiring the appropriate license.
- If a stock image requires attribution under the terms of its license, Ipixel will include the necessary credits in the deliverables. The client is responsible for maintaining this attribution in any public or commercial use of the image.
- If the client requires exclusive rights to an image, Ipixel will assist in negotiating the purchase of an exclusive license. The costs and legal responsibilities associated with acquiring an exclusive license will be borne by the client.

## Font Usage & Licensing

- Ipixel uses licensed fonts for all projects. Any fonts specifically requested by the client that are not within Ipixel's existing licensed library will require the client to purchase the appropriate font license or cover the cost of acquiring the license.
- Fonts provided by the client must be properly licensed. Ipixel is not responsible for verifying the licensing of fonts supplied by the client and will not be held liable for any legal issues that arise from the use of unlicensed fonts.
- Any fonts licensed and purchased by Ipixel for the project remain the property of Ipixel and cannot be transferred to the client. The client will receive the final deliverables in a format that embeds or outlines the font to prevent unauthorized use.
- The client is responsible for ensuring that any font usage on resold products or in digital media adheres to the terms of the font's license agreement and for any costs incurred for resold products.

## Intellectual Property

- Open files and original artwork remain the intellectual property of Ipixel. The client owns the final print files or digital files.

## Social Media Management

- Social media management services will be provided for the following social media platforms: Facebook & Instagram.
- Ipixel is not responsible for any damages or losses resulting from unauthorized access to the client's social media accounts.

## Termination of Services

- Either party may terminate this agreement with one month's written notice.
- Upon termination, the service provider will deliver any completed work to the client, and the client will be responsible for any outstanding payments.

## Liability

- Ipixel will not be held liable for any damages, including lost profits or revenue, arising from the use of content or services provided or which may occur through the client's website, social media, or artwork.

## Cancellation Policy

- Should the job be canceled after commencement of work, your deposit will serve as the cancellation fee.

## Confidentiality

- Both Ipixel and the client agree to treat all information exchanged during the course of the project as confidential and will not disclose any details to third parties without prior written consent, except where required by law.

## Force Majeure

- Ipixel will not be held responsible for any delays or failures in delivering services due to circumstances beyond its control, such as natural disasters, strikes, or other acts of God. In such cases, Ipixel will notify the client as soon as possible and make reasonable efforts to resume services promptly.

## Warranties

- Ipixel warrants that the services provided will be performed in a professional and workmanlike manner, in accordance with industry standards. However, Ipixel does not warrant that the services will be error-free or uninterrupted.
- The client warrants that they have the right to provide any materials (e.g., logos, content, imagery) to Ipixel for use in the project and that these materials do not infringe on the rights of third parties.

## Indemnification

- The client agrees to indemnify and hold Ipixel harmless from any claims, damages, liabilities, and expenses (including reasonable legal fees) arising from the client's use of the services provided by Ipixel, including but not limited to claims related to intellectual property infringement, defamation, or breach of contract.

## Governing Law

- These terms and conditions will be governed by and construed in accordance with the laws of the jurisdiction where Ipixel is based. Any disputes arising from these terms and conditions will be subject to the exclusive jurisdiction of the courts in that jurisdiction.

## Amendments

- Ipixel reserves the right to amend these terms and conditions at any time. Any amendments will be communicated to the client in writing, and continued use of Ipixel's services after the amendments have been communicated will constitute acceptance of the new terms.

## Severability

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

## Entire Agreement

- These terms and conditions, along with any related proposal or quotation, constitute the entire agreement between Ipixel and the client. No other agreements, representations, or warranties, whether oral or written, shall be considered binding unless explicitly stated in this document.

## Dispute Resolution

- Any disputes arising out of or in connection with these terms and conditions shall first be attempted to be resolved through negotiation between the parties. If the dispute cannot be resolved amicably, it may be referred to mediation or arbitration, as agreed upon by both parties.

## Data Protection

- Ipixel will handle any personal data provided by the client in compliance with relevant data protection laws. The client agrees to Ipixel's use of their data as necessary to perform the services, including storing and processing information as required.

## Client's Representation

- The client confirms that the person signing the contract or agreement on behalf of the client has the authority to do so and to bind the client to these terms and conditions.

## Acceptance of Terms

- By accepting the quotation provided by Ipixel, the client agrees to be bound by these terms and conditions. Acceptance of the quote constitutes acceptance of all terms and conditions outlined herein.
- The client confirms that the person accepting the quote on behalf of the client has the authority to do so and to bind the client to these terms and conditions.