

PIXELS AND PAPER (FORMERLY SHARP LEAD DESIGN) TERMS AND CONDITIONS

1 APPLICATION OF TERMS AND CONDITIONS

- 1.1 These terms and conditions apply to any projects between ourselves and you
- 1.2 By requesting a quote for design and/or any other services offered by Pixels and Paper, by email, verbally or in writing is deemed to be acceptance of these terms and conditions, which are freely available at www.pixelsandpaper.co.nz/termsandconditions and www.sharpleaddesign.co.nz/termsandconditions
 - a) you agree to these Terms and Conditions; and
 - b) where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms and Conditions on that person's behalf and that, by agreeing to these Terms and Conditions on that person's behalf, that person is bound by these Terms and Conditions.
 - c) you agree that should the clients company or the company for which the project was originally intended enters receivership, liquidity, bankruptcy or otherwise cannot fulfill the terms and conditions set in this document that the director(s) is/are personally liable and responsible for guaranteeing and satisfying those terms and conditions which would otherwise not be fulfilled.

2 CHANGES

- 2.1 We may change these Terms and Conditions at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms and Conditions.
- 2.2 We may change, suspend, discontinue, or restrict access to, the Website without notice or liability.
- 2.3 These Terms and Conditions were last updated on 12th July 2017.

3 DEFINITIONS

In these Terms:

- 3.1 including and similar words do not imply any limit
- 3.2 Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis
personal information means information about an identifiable, living person
- 3.3 Terms means these terms and conditions titled Website Terms of Use
- 3.4 Underlying System means any network, system, software, data or material that underlies or is connected to a project
- 3.5 User ID means a unique name and/or password allocated to you to allow you to access certain parts of a project
- 3.6 We, us or our means Pixels and Paper
- 3.7 You means you or, if clause 1.2b applies, both you and the other person on whose behalf you are acting

4 PROJECT ACCEPTANCE

- 4.1 By making a deposit for a project regardless of its nature you agree that you are completely satisfied with the proposal as laid out by us either verbally or written.

5 SOURCE FILES

- 5.1 Upon completion of your project we will supply proofs and PDF files as appropriate for printing or digital use as outlined in the project scope or invoice.
- 5.2 Charges for design or development work does not cover the release of our copyright design source files, including but not limited to indd, psd, AI, png, jpeg or other source files or raw code. If the client requires these files themselves or for another company, they will be subject to a separate quotation or 'buy out' charge

6 CHARGES

- 6.1 Charges for services provided by us will be set out in a written estimate, quote or invoice that is provided to you. No less than a 50% non refundable deposit will be required and due immediately based on the estimate, quote or invoice provided. Until such time that your non refundable deposit is made work on your project will not commence.
- 6.2 The remaining 50% of the project quotation, estimate or invoice total will be due upon completion of the work prior to upload to the server deemed appropriate or release of the materials (digitally and/or physically)
- 6.3 All charges provided verbally, written or otherwise are exclusive of New Zealand Goods and Services Tax (GST). The client agrees that GST is to be charged on top of the cost of project and comes at the clients expense.

7 CHARGES FOR OTHER SERVICES/ALTERATIONS

- 7.1 Charges for any additional services or content that is deemed by Pixels and Paper above and or outside the estimated time or project scope will be fully payable (100% of the quoted amount) at the time that the invoice is sent to the client and until such time that it is paid in full we are not liable to complete the additional services.
- 7.2 The client agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied content, will be liable to additional and separate charges.
- 7.3 The client agrees that Pixels and Paper holds no responsibility for any changes made by the client or any third party, before, during or after the project completion.

8 PAYMENT

- 8.1 Accounts which remain outstanding for 20 business days after the date of invoice, will incur late payment charges at the rate of 15% per annum, charged and added to your account at the rate of 1.25% per month based on the current outstanding balance.
- 8.2 Payment may be made via online banking/transfer, cash or paypal (at our discretion)
- 8.3 Payments made via Paypal will be subject to an additional administrative fee of 2.5%
- 8.4 Release of work carried out by Pixels and Paper, may not take place before cleared funds have been received.

9 DEFAULT

- 9.1 An account shall be considered in default of it remains unpaid for 20 business days from the date of invoice.
- 9.2 Pixels and Paper shall be entitled to remove Pixels and Paper's and/or the clients material from any and all computer and network systems, until the amount due has been fully paid. This includes any and all monies due for services, including, hosting, domain registration, search engine optimisation, design and maintenance, sub-contractors, printers, photographers, libraries and any other services deemed appropriate by Pixels and Paper.
- 9.3 Removal of said material does not relieve the client of their obligation to pay the due amount.
- 9.4 Clients whose accounts become default agree to pay all Pixels and Papers' legal, accounting and third party collection agency fees in the enforcement of the debt and these terms and conditions.

10 COPYRIGHTS AND TRADEMARKS

- 10.1 By supplying any content or data to Pixels and Paper for inclusion in the clients branding, digital marketing, website design or other medium, the client declares that it/they holds the appropriate copyright and/or trademark permissions.
- 10.2 Any content or data supplied and/or designed by Pixels and Paper whether for a client or not will remain the property of Pixels and Paper and/or it's suppliers unless otherwise agreed in writing.
- 10.3 If Pixels and Paper is the sole copyright or trademark holder of specific material, at its discretion permission for use of the copyright material is granted to the client solely for the project defined in the scope or request and not for any other purpose
- 10.4 The client may request in writing from Pixels and Paper, the necessary permission to use materials (for which we hold the copyright) in forms other than those for which it was originally supplied. Pixels and Paper may, at its discretion grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforementioned materials are used.
- 10.5 Any third party content or data used in a project remains the property of the creator and any ongoing licences or fees are the responsibility of the client.
- 10.6 By supplying Pixels and Paper with any content or data, the client grants Pixels and Paper permission to freely use the content or data in the pursuit of the project or any marketing efforts deemed appropriate by Pixels and Paper.
- 10.7 Should Pixels and Paper or the client supply a piece of content or data for their project believing it to be copyright and royalty free, which subsequently emerges to have copyright or royalty limitations, the client agrees to allow Pixels and Paper to replace the content or data how we best deem appropriate.
- 10.8 The client agrees to fully indemnify and hold Pixels and Paper free from any losses and claims resulting from the client not having the required copyright and/or the other necessary permissions.

11 LICENSING

- 11.1 Any content or data created for the client by Pixels and Paper, or any of its contractors is licensed for use by the client on a one time basis and may not be modified, re-used or re-distributed in any way or form without the written consent of Pixels and Paper and any of the relevant sub-contractors.
- 11.2 All work - where there is a risk of another party claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.
- 11.3 Pixels and Paper shall not be held responsible for any damages or losses as a result of such claims.
- 11.4 Pixels and Paper is not responsible for any subsequent losses or damages, non delivery of products or services, due to whatever cause. The client agrees to not hold Pixels and Paper responsible or liable for any such loss or damage.

12 DATA FORMATS

- 12.1 The client agrees to Pixels and Papers' definition of acceptable means of supplying data
- 12.2 Text is to be supplied electronically as standard text (.txt), MS Word Document (.docx) or directly via email
- 12.3 Images must be supplied via email or with a direct link to the image on a cloud hosting platform i.e dropbox
- 12.4 Images must be of a quality suitable for their use without any subsequent image processing and Pixels and Paper will not be held responsible for any image quality which the client later deems to be unacceptable
- 12.5 Pixels and Paper can not be held responsible for the quality of an image which the client wishes to use for digital purposes but was otherwise intended for print media and vice versa.
- 12.6 The client accepts that additional costs may be incurred if there is any action required to ensure the image is fit for its purpose, including, photography, colour correction, image processing and image altering.

13 DESIGN PROJECT DURATION

- 13.1 Any indication given by Pixels and Paper either written or verbal is to be considered by the client as an estimation. We cannot be held responsible for any project over-runs, whatever the cause.
- 13.2 The client agrees and fully accepts that any sick leave, bereavement, maternity/paternity leave or other leave taken by staff responsible for the client's project may push out any deliverable dates and the project duration by an amount deemed appropriate by Pixels and Paper.
- 13.3 The client fully agrees that if there is any delay in them providing content or data for the project that this may affect any deliverable dates and the project duration.

14 RIGHTS OF ACCESS

- 14.1 The client agrees to allow Pixels and Paper all necessary access to computer systems and applicable or relevant accounts as required in order to complete a project and until all due funds are cleared. This includes read/write permission, usernames and passwords.
- 14.2 The client also agrees to allow Pixels and Paper access to any computers or accounts required to remove data and/or content for failure to comply with these terms and conditions.
- 14.3 The client agrees to supply Pixels and Paper with all necessary materials, content and data required to create and complete the project and to supply them in a timely manner. Failure to do so will result in delays to project deliverables and the project duration.

15 COMPLETION

- 15.1 Regardless of what comes first, Pixels and Paper considers a project complete upon receipt of the due funds being paid and cleared or with the written sign off from the client.
- 15.2 Other services including hosting, printing, website uploading etc constitute a separate project and can be treated as a separate charge.

16 HOSTING

- 16.1 Pixels and Paper offers a hosting service. Pixels and Paper will not guarantee a 100% uptime and will accept no liability for loss of service, regardless of the cause.
- 16.2 Pixels and Paper may request that the client changes their type of hosting if that account is deemed by Pixels and Paper to be inferior, insufficient or otherwise not suitable to support the client's website. Fees for hosting with Pixels and Paper are due at the commencement of any period of service and are non-refundable
- 16.3 The client agrees that fees due to third party hosting organisations are the responsibility of the client and Pixels and Paper is not liable for their payment, nor for the renewal of domain names.

17 DOMAIN REGISTRATIONS

- 17.1 Pixels and Paper cannot guarantee the availability of any domain name. When required to register a domain name on a clients behalf the client agrees that they cannot assume a successful registration.

18 SEARCH ENGINE OPTIMISATION

- 19.1 Due to the ongoing and infinite number of variables that search engines use when determining a sites ranking, Pixels and Paper cannot guarantee a particular ranking. Acceptance by any search engines cannot be guaranteed and when a site is accepted, the time it takes to appear in the search results varies. Time will progressively influence where your site ranks as well as new sites are added.

20 DESIGN CREDIT

- 20.1 The client agrees to allow Pixels and Paper to place a small credit on printed amterial and/or a link to Pixels and Papers' website on the clients website. This can either be a small image or text.
- 20.2 The client agrees and grants Pixels and Paper the rights to publish and use their project in any marketing deemed appropriate by Pixels and Paper.

21 RIGHTS OF REFUSAL

- 21.1 Pixels and Paper will not include in any projects content or data that it deems inappropriate, immoral, illegal, offensive or obscene.
- 21.2 Pixels and Paper reserves the right to refuse to include submitted content or data without reason.
- 21.3 The client agrees that any content or data added to a project completed but associated with Pixels and Paper that is in contravention to our terms and conditions without hindrance or penalty could be removed at any point by Pixels and Paper. Pixels and Paper is to be held in no way responsible for any content or data otherwise being removed.

22 CANCELLATION

- 22.1 Cancellation of a project may be made initially via phone, email or text, following this Pixels and Paper will need written notification as well as the company's postal address. The client will then be invoiced for all work completed over and above the non refundable deposit made at the projects commencement.
- 22.2 Any cancellation which is not formally confirmed in writing and received by Pixels and Paper within 10 business days of the initial cancellation request, will be liable to the full quoted, estimated or invoiced cost of the project.

DISCLAIMER

Pixels and Paper makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Pixels and Paper will not be held responsible for any and all damages resulting from products and/or services it supplies. Pixels and Paper is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Pixels and Paper responsible for any such loss or damage. Any claim against Pixels and Paper shall be limited to the relevant fee(s) paid by the client.

Pixels and Paper reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Pixels and Paper will not knowingly perform any actions to contravene these and the client also agrees to be so bound.