



# TERMS OF SERVICE

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## Pixelita Designs

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## TERMS AND CONDITIONS

These Terms of Service govern the use of PIXELITA DESIGNS' professional Logo Design, Graphic Design, Web Design, Web Development, Custom Programming, and SEO/SEM services. The term '**PIXELITA DESIGNS**' or '**us**' or '**we**' refers to the owner of the website whose registered office is in the State of Texas. The term '**THE CLIENT**' or '**you**' or '**yours**' refers to the user or viewer of our website. Violation of these Terms of Service may result in suspension or termination of your service, as well as legal action. In the event of a dispute between you and PIXELITA DESIGNS regarding the interpretation of these Terms of Service, PIXELITA DESIGNS' interpretation, in its reasonable commercial judgment, shall govern. If you have any questions or concerns regarding these Terms of Service, please contact [hello@pixelita.com](mailto:hello@pixelita.com).

## GENERAL AGREEMENT

This document defines the terms and conditions of our working relationship. All projects or services that PIXELITA DESIGNS may be contracted to produce or provide for YOU, THE CLIENT will be subject to the following:

## INDEPENDENT CONTRACTOR

Joni Mueller of PIXELITA DESIGNS is an independent contractor; and is not an employee, partner or affiliated with any company of YOU, THE CLIENT. PIXELITA DESIGNS will provide graphic art, web design, web development, and SEO/SEM services under your direction; however, PIXELITA DESIGNS retains the right to decide the manner and means that the services are accomplished.

## QUESTIONNAIRES

Requests received via email or via our online Contact Form or Request A Quote Form are processed within 24 hours, excluding weekends and holidays. Once a request is processed, an email follow up with a link to our design questionnaire will be sent to you. Depending on your order, you may need to complete more than one questionnaire. The questionnaire is filled out online and is intended to provide us with general information regarding your business, product, and design requirements. Questionnaires are completed and submitted digitally. No handwritten signatures are required, which means your digital signature or approval (such as marking a checkbox) serves as much purpose as your own handwritten signature would. Your digital signature or approval of our Terms means that YOU, THE CLIENT understand what PIXELITA DESIGNS has proposed to do and that YOU, THE CLIENT are fully aware of and genuinely approve our company policies. If, at any time, you have questions or concerns you may contact us directly before applying your digital signature or submitting approval. We only begin work upon YOU, THE CLIENT'S approval. Your approval, written or oral, will constitute a binding agreement between us.

## CLIENT RESPONSIBILITIES & COMPLETION

PIXELITA DESIGNS prefers email or correspondence via activeCollab (<http://clients.pixelita.com>) for all projects. PIXELITA DESIGNS does not accept any type of questions or troubleshooting about current or past projects made via Social Media. PIXELITA DESIGNS does accept testimonials via email and/or via our feedback form on the PIXELITA DESIGNS website.

## TURNAROUND TIME

PIXELITA DESIGNS's project completion dates vary based on response times to correspondence and the type of project being worked on. PIXELITA DESIGNS prioritizes and plans out a design schedule

for each day, week and month depending on the current workload. In general, the initial design process is the most lengthy, potentially taking up to 10 business days for initial concepts to be delivered. Please allow up to 5 to 7 business days for revisions to be made and returned to you. For all rush/weekend/holiday services please inform PIXELITA DESIGNS of the extent of the project as well as the rush completion date and expect to pay a premium of 20% of the total project cost for all rush services.

Turnaround time varies depending on your project. Most turnaround times are outlined in our packages. These times will be adhered to by both YOU, THE CLIENT and PIXELITA DESIGNS, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, individual/family emergencies, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the YOU, THE CLIENT or PIXELITA DESIGNS.

## REVISIONS

The majority of our design services include a certain number of revisions (usually 3 or 4). However, in some instances, packages or services may be limited to a lesser number of revisions. Any requested revision beyond what is included in your package will be billed at our standard hourly rate of \$75.00. Extensive alterations or a switch in marketing objectives may also necessitate additional fees or costs. YOU, THE CLIENT will be notified of these additional fees or costs prior to design work continuing. In the event that YOU, THE CLIENT reject these additional costs or request to cancel your project, YOU, THE CLIENT recognize our refund policies will be enforced.

## HOSTING

PIXELITA DESIGNS recommends AdriaHost for all web hosting purposes; if you have another hosting company please contact us first to see if we can work with the host of your choice before accepting PIXELITA DESIGNS's Proposal Agreement.

## FONTS

PIXELITA DESIGNS will only use commercial use fonts, purchased fonts, or open source fonts such as Google Web Fonts in the images created. Clients will be offered both free and paid fonts to choose from for type purposes on their site. Webfont licenses will be purchased at the client's expense and added to the final bill. Clients who request a specific font that requires a commercial license will be asked to purchase that font and webfont license at their expense.

## IMAGE PURCHASING

There is a \$5 allowance for image purchasing. Beyond that images will be purchased at the client's expense and added to the final bill. Images that clients will be billed for will only be purchased with the clients consent.

## ALTERATION

You, the Client, will be able to fully customize your sidebar widgets and pages once PIXELITA DESIGNS is finished with installation. You are responsible for your sidebar content unless otherwise specified in the proposal. You may not alter or change the design in any way without written permission from PIXELITA DESIGNS, as it is a reflection of my work. Please notify PIXELITA DESIGNS if you are going to remove the design.

## PRINTING

Proposals do not include fees that may be incurred to have the project printed after final file delivery. PIXELITA DESIGNS recommends Moo.com for your printing needs. Please obtain a printed proof before confirming your order.

## PAYMENT

YOU, THE CLIENT agree to pay PIXELITA DESIGNS in accordance with the terms specified in each project. You will be required to pay a retainer of 50% of the cost for one-time services such as Logo Design, Graphic Design, or Web Design. The balance is due immediately prior to conclusion of the project. Projects ranging from \$750 to \$1499 may be split into two payments; projects from \$1500 upward may be split into 3 or 4 payments. We reserve the right to refuse completion or delivery of work until all outstanding balances are paid. You are required to pay your invoice within 15 days of their actual due date. These fees are non-negotiable, cannot be waived and are subject to change at any time.

In the event PIXELITA DESIGNS is working at an hourly rate, the rate will be billed in 30-minute increments with a 30-minute minimum and described as such on the invoice. All hourly work is tracked by an online time tracking tool; and must be paid in full before final files will be released in any capacity to you.

In the event a PayPal or other dispute is filed against PIXELITA DESIGNS or payment is overdue, PIXELITA DESIGNS reserves the right to revoke all CLIENT rights to the deliverables discussed in the Proposal and they will remain the property of PIXELITA DESIGNS until the dispute is resolved. In addition, PIXELITA DESIGNS reserves the right to hold all deliverables until full payment is received.

All payment information given to PIXELITA DESIGNS in any form is kept confidential at all times.

## QUOTES AND PROPOSALS

Quotes and proposals are valid for 60 days from the issue date unless otherwise noted on the proposal. If you are offered a discount or package adjustment, it will remain valid only during this 60-day period. After 60 days, your quote or estimate will be void and PIXELITA DESIGNS will submit a revised quote or estimate if requested.

## ADDITIONAL EXPENSES

International orders may incur VAT fees or additional taxes for certain services. YOU, THE CLIENT are responsible for these fees and understand that they are not inclusive in the standard price listed or quoted to you. PIXELITA DESIGNS will not be responsible for any additional taxes and fees that incur for these orders.

Additional costs include, but are not limited to: additional revisions above and beyond what was included in the Proposal; costuming coding; installation of additional plugins; hosting fees; domain name registration; fonts; photographers; custom illustrations; digital scrapbook kits; stock photos; and/or any other graphic, item, or coding not specifically listed in the Proposal.

Design services do not include printing, third-party software (such as smartphone apps), or shipping, handling or courier service unless otherwise noted. Please review your package carefully if you require any of these services. If they are not included, you may contact us directly for a quote.

## PROOFREADING

YOU, THE CLIENT, are responsible for checking materials and reviewing any finalized designs for accuracy in all respects, ranging from spelling to technical illustration. If you do not approve of a design or you find an error upon inspection, you should notify us immediately so that we can take care of any necessary revisions. PIXELITA DESIGNS is not responsible for errors or omissions found after final files are submitted or printed items are shipped. YOU, THE CLIENT will be responsible for any fees that incur to revise, re-print, or re-ship items after this time.

## TESTING & INSTALLATION

PIXELITA DESIGNS uses and tests in the latest versions of these browsers: Google Chrome, Mozilla Firefox, Safari, and Vivaldi on Mac and PC. Site designs will display correctly in the most current versions of Goggle Chrome, Mozilla Firefox, Safari, and Vivaldi as of the installation date. PIXELITA DESIGNS does not guarantee that a design will render or display exactly the same on the aforementioned internet browsers. PIXELITA DESIGNS cannot guarantee your design will display properly in any outdated or future versions of any of the web browsers. PIXELITA DESIGNS does not design for or guarantee that your design will display properly on Internet Explorer. We highly suggest you download the most updated version of a modern internet browser and view all revisions or test sites on a computer monitor, not a mobile device. **Please note: Not all designs are considered mobile responsive.**

PIXELITA DESIGNS will ask you for approval of the test site before installation and at that point there will be no more revisions made to the design during or after installation.

Your site will be 'under construction' for several hours while PIXELITA DESIGNS installs the new design. We can decide together what will be the best time for installation. On occasion, certain existing widgets or plugins will not work with your new design. You agree to not hold PIXELITA DESIGNS liable for any loss or damage to your site or website content during the installation of your design, or any time after installation.

Once you have signed off on a project, PIXELITA DESIGNS considers the project to be in full working order and complete. In addition, if the Client does not respond or complete the sign-off agreement within ten (10) business days of the request or last communication with said Client, PIXELITA DESIGNS will consider the project to be in full working order and complete, at no fault of PIXELITA DESIGNS.

Any changes or revisions requested and made after project completion and sign-off will be billed at PIXELITA DESIGNS's current hourly rates, which are:

- Web Design – \$75/hour;
- Custom Programming – \$90/hour
- Graphic Design – \$100/hour
- SEO/SEM – \$125/hour

All digital signatures made to online agreements signed by YOU, THE CLIENT, are considered legally binding.

## OWNERSHIP

Once a design is finalized, YOU, THE CLIENT own the rights to the design. You are responsible for protecting and registering your design as needed. You are responsible for any trademark, service mark, copyright and patent infringement clearances. You are also responsible for arranging, prior

to publication, any necessary legal clearance of materials we prepare. PIXELITA DESIGNS is not responsible for any copyright infringement errors or lawsuits that result from negligently prepared materials supplied by YOU, THE CLIENT. This includes any online references, sketches and artwork provided by YOU, THE CLIENT. We reserve the right to include a permanent backlink on our web site designs and photograph and/or distribute or publish for our promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our web site, portfolio, firm newsletter, brochures, marketing, presentations and similar media.

## BACKUPS

Backup copies of files and designs are available from us for up to 60 days beyond the delivery of a job. After 60 days, we reserve the right to destroy them. PIXELITA DESIGNS is not responsible for replacing any misplaced or stolen files, including files maintained on our own servers. YOU, THE CLIENT, are responsible for saving your files to a secure location and performing frequent backups of any web site files. It is recommended that you do this weekly to ensure you have a recent copy of your most current design. It is never guaranteed that we will have your files available at a later date, so YOU, THE CLIENT, will be responsible for any additional charges that incur to re-design or replace the files as needed.

## COPYRIGHT

PIXELITA DESIGNS does use a wide collection of vector, stock photo and font resources for personal and commercial use in combination with our own designs. The resource artworks used may or may not be copyrighted depending on their specific license. PIXELITA DESIGNS does its best to comply with all current licensing policies. If YOU, THE CLIENT or a third party suspect possible copyright infringement, please notify us immediately and we will take care of the issue by revising the project and removing all copyrighted materials from our system.

## TELECOMMUNICATIONS

PIXELITA DESIGNS is not responsible for any errors, delays, omissions or extra costs resulting from faults in the telephone, cable, satellite network or from incompatibility between the sending and receiving equipment including modems, routers, e-mail delivery systems, and the Internet.

## CLIENT PROPERTY

PIXELITA DESIGNS will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property. We will use our best efforts to ensure quality and timely delivery of all pieces. Although we may use our best efforts to guard against any loss to you through the failure of our vendors, media, third-party services, or others to perform in accordance with their commitments, PIXELITA DESIGNS is not responsible for failure on their part. If you select your own vendors, other than those recommended by us, you may request that we coordinate their work. If at all possible, we will attempt to do so, but we cannot in any way be held responsible for quality, price, performance or delivery.

## CANCELLATION POLICY

If you should direct us at any time to “cancel”, “terminate”, “hold” or “postpone” any previously authorized project, we will promptly do so, provided you hold us harmless for any cost(s) incurred as a result. If you request to cancel services and terminate this agreement, the following will apply:



A 25% service fee will be held from the original retainer or the latest payment if the original retainer has been paid to cover communication expenses, third-party resource expenses, development expenses, and company time lost. This is non-negotiable and cannot be waived.

All materials delivered to you to date in connection with that specific project must be returned to PIXELITA DESIGNS. Copies, duplicates, transfers, or backups must also be returned. If no files have been provided, cancellation terms may still apply.

Use of any work done in connection with the project without the written consent of PIXELITA DESIGNS could result in additional fees or legal action.

PIXELITA DESIGNS will keep all original artwork, digital files, disks or optical media prepared in connection with the project. Any design work, complete or incomplete, remains the sole property of PIXELITA DESIGNS unless otherwise noted. You may not reproduce our work nor have any third parties reproduce our work and claim it under their name. To do so could result in additional fees or legal action.

## REFUND POLICY

Please read this information carefully, as refunds will be voided in any of the following events:

1. A promotion code or discount is applied to your order;
2. Your design has already been approved for finalization or you have stated that further revisions are no longer needed;
3. Three or more revisions have been made to your initial concepts, such as changing fonts, colors, graphics, layout, etc.;
4. YOU, THE CLIENT, or your company ceases business or changes its name, location, primary contact number or product or service from the time of the original order;
5. The project is cancelled for reason(s) unrelated to PIXELITA DESIGNS (i.e. illness, family emergency, financial crisis, relocation, etc.);
6. There is no communication with PIXELITA DESIGNS for more than 30 days following the submission of the initial design(s) or no communication with PIXELITA DESIGNS for more than 90 days after an original order was placed;
7. Another design company or individual is hired to work on the design at the same time;
8. Adjustments are made at any time during the project by anyone other than PIXELITA DESIGNS; without prior notification (i.e. changing colors, fonts, text, content, layout, shopping cart, software, icons, etc.);
9. Administrative access is altered or removed in any way that prevents us from doing our job without prior consent or notification (i.e. changing username/password, blocking IP addresses, removing FTP accounts, transferring web hosting or web site domain name, etc.).

## REFUND PROCESS

If you paid using a business check, the money will be refunded to you in the form of a business check drawn on PIXELITA DESIGNS' business checking account and mailed to you at the address on your original check. Expedited shipping will be at CLIENT's expense. If you paid using PayPal, the money will be transferred back to your PayPal account. In most cases, the refund will process

instantly. We do not provide refunds to separate accounts other than those used for the original purchase. In some cases, account credit may be provided.

## PRIVACY

PIXELITA DESIGNS respects the privacy of your personal AND confidential information at all times.

YOU, THE CLIENT agree to provide PIXELITA DESIGNS access to usernames and passwords to hosting, domain account, and site account for installing and updating the web products as needed. This information will only be used for the purpose of completing your project.

PIXELITA DESIGNS takes extreme caution to keep the information shared with PIXELITA DESIGNS for billing & project set-up/installation purposes private & secure. At no time will any information from past or present clients given to PIXELITA DESIGNS for billing & project set-up/installation, by YOU, THE CLIENT, be shared or sold for any reason.

In the event any of PIXELITA DESIGNS's accounts or personal property is hacked or stolen, you will be notified immediately. You agree to not hold PIXELITA DESIGNS responsible for loss of information. In addition, any dispute filed against PIXELITA DESIGNS by YOU, THE CLIENT, as a result of a privacy issue will be held to all standards set in the Agreement, as well as any and all legal fees necessitated to resolve any dispute that may arise at no fault of PIXELITA DESIGNS.

Email subscription lists will not be shared or sold for any reason.

## ADDITIONAL PROVISIONS

The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of Texas applicable to agreements entered into and performed in the State of Texas. This agreement may not be modified in any respect except in an executed agreement. If we must retain attorneys for any reason in relation to a project, YOU, THE CLIENT will be responsible for 100% of the attorneys' fees, court costs, and penalties or interest charged at the maximum rate permitted by law.

## DISCLAIMER

PIXELITA DESIGNS reserves the right to change, edit, or update this agreement as necessary at any time. The newest version of the agreement is available and may be viewed any time at <http://www.pixelita.com/resources/pix-tos.pdf>.

Terms of Service Agreement subject to change at any time without notice, at PIXELITA DESIGNS's discretion. If you have any questions about these terms please contact PIXELITA DESIGNS at [hello@pixelita.com](mailto:hello@pixelita.com).