

## Universal Terms & Conditions

### PAYMENTS

Payments must be made promptly based on the terms of this Agreement. Pixelita reserves the right to remove any Project from viewing on the Internet until final payment is made. All payments are to be made within 30 days after completion and approval of the Web Design Project by the Client. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by Pixelita in that process. This Agreement becomes effective when signed by Client. Regardless of the place of signing of this Agreement, the Client agrees that for purposes of venue, this Agreement was entered into in Houston Harris County, Texas, and any dispute will be litigated or arbitrated in Houston, Harris County, Texas, and the Client hereby consents to the personal jurisdiction of Texas courts. Furthermore, the Client waives any right to or claim of sovereign immunity. All payments will be made in U.S. Dollars.

### DESIGN CREDIT

Pixelita Designs, at its option, shall receive design credit on all collateral and a live link to Pixelita Deigns website on your home page as long as the design is being used. ***There is a \$250 fee for waiving this requirement and having no credit link anywhere on your site.***

### CANCELLATION FEE

***In the event of termination by Client, a cancellation fee of \$500 shall be paid to Pixelita Designs.*** In addition, all accrued Project hours beyond those covered by the Retainer will be billed at the agreed-on hourly rate and payment for same is due within 30 days of issuance by Pixelita to Client of an invoice for those accrued Project hours.

## OWNERSHIP

Pixelita will provide a Finished Product(s) to the Client in the form of source, rendered and asset files. These files become the exclusive property of the Client upon acceptance of delivery, however these files are partially based on a non-exclusive code base created and maintained by Pixelita and in some cases existing code was used to help create the deliverables. Such code and other underlying technologies do not become the property of the Client, only the Finished Product(s). In addition, the Finished Product(s) may depend on code, objects (COMs), and other third party utilities that are the property of their respective owners. No rights to these dependencies is expressed or implied. Additional licensing may be required with third party assets.

## POINT OF CONTACT & TRAINING

Pixelita will require one point of contact during the Contract for clarifying requirements for design, key features, usability and maintenance issues. Pixelita requires this person be available to answer questions arising from the project within 24 hours on workdays (subject to reasonable exceptions), and to have authority to make design and related decisions on the system.

## PROJECT MANAGEMENT & COMMUNICATION

Pixelita will manage this Contract using a [project management](#) program. The Client's Point of Contact, stakeholders, and collaborators will all have appropriate access to the project and all associated assets. This system will serve as a primary mode of communication, documentation, and reporting. Any approval marked within the system by the Point of Contact will be considered official written approval.

## INDEPENDENT CONTRACTORS

Pixelita retains the rights to subcontract any portion of the Contract.

## **NON-SOLICITATION**

If within one year of termination of this agreement the Client hires or contracts with any employee or Independent Contractor of Pixelita The Client will agree to pay Pixelita, a finder's fee of 50% of the annual salary or contract fees offered to the contractor or employee. Said payment will be rendered within 30 days of hiring or contracting the contractor or employee.

## **RESPONSE TIME**

Pixelita works exclusively with its principals around the globe. It has offices in Houston, Texas USA and Belgrade, Serbia. The benefit of a flexible team is rapid scalability and a diverse set of services. Due to the nature of the business model, Pixelita is not set up to support on call services. Within the duration of this Contract Pixelita will make every effort to reply to inquiries within 48 hours except where the Client has been previously notified of a period of limited availability. Pixelita will respond in good faith but cannot guarantee any specific action within a given time frame.

## **DEPENDENCIES**

In the event that any aspect of this Contract is dependent on a separate third party or the Client's in-house team, the quality and punctuality of the Finished Product(s) may be subject to said party's ability to meet the required timelines and/or level of quality. Pixelita is not responsible for any delay or defect caused by separate third party or the Client's in-house teams.

## **HOSTING**

Pixelita does not provide Hosting services beyond temporary internal development environments. The Client is responsible for choosing, paying for, and maintaining any required Hosting solutions and associated services. As a courtesy, Pixelita may offer suggestions, however, Pixelita is not responsible for down time, poor performance, or

loss of data caused by the Hosting Provider. Additionally, Pixelita is not responsible for any bug caused by changes on the Host after the Acceptance of this Contract, including but not limited to updates to operating system, compile systems, code libraries and languages, or any changes resulting from security violations.

## **BACKUPS**

Pixelita maintains internal backups of active project code and design files. This backup system is not intended as a solution for The Client, rather as a code archive through the duration of this Contract. While the Pixelita backup system is fully redundant, it is not guaranteed and does not support any content produced by the Client. The Client is solely responsible for the Backup and Restoration of the Finished Product(s) and any associated data.

## **SECURITY**

Although Pixelita makes every effort to provide secure Finished Product(s), due to the nature of rapidly advancing technology, Pixelita can in no way guaranty that the Finished Product(s) will not be subject security breaches. Pixelita recommends the use of strong passwords and the observance of standard security practices. In order to minimize the chances of security violations, systems should be updated often. The Client is solely responsible for tracking software updates. Any updates during the life of or after the expiration of the Contract can be negotiated as an addendum to this Contract or as an additional Contract.

## **LIMITED LIABILITY**

The Client alone shall be responsible for: (a) the accuracy and adequacy of information and data furnished for processing; (b) any use made by the Client of the output of the Software or any reliance thereon; and (c) obtaining the required licenses and respect copyright for any and all third part assets including but not limited to fonts, media, and software. The Client shall also be responsible for the continued operation and

maintenance of the computer equipment and third party software used with the Finished Product(s), and shall comply with all operational, environmental and maintenance recommendations and requirements of the applicable licensors, vendors and manufacturers.

The Client agrees that any liability of Pixelita relating to this agreement and the services performed shall be limited to the amount of fees actually received by Pixelita, from the Client under this agreement regarding the services in question. In no event shall Pixelita be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property; or any lost sales, profits or data, even if the Client is told that any such damages may occur.

## **WARRANTY**

Pixelita will provide patches and bug fixes for any bugs or issues included in the scope of this contract reported within the grace period of no more than 30 days following the date of project completion as defined by the date the client signs off on the deliverables. All bug fixes outside of the project scope or after the grace period are the responsibility of the Client.

Design and the placement, editing and arrangement of editorial content are NOT subject to warranty. Should further support be necessary, a support contract may be negotiated.

## **REVIEW, EXPIRATION OR CANCELLATION**

This Contract is valid for the Project for which it was signed, upon which point it expires forty-five (45) days after official Site Launch. Upon expiration, both parties may review and amend the Contract and decide whether or not to renew. This Contract may be terminated by either party with a full 30-day written notice. All payments will be due and all work will be submitted upon the termination of Contract.

## **OWNERSHIP OF ARTWORK**

All services provided by Pixelita Designs under this Agreement shall be for the exclusive use of the Client. Upon full payment of all fees and expenses, reproduction rights for all approved final designs created by Pixelita Designs for this project shall be granted.

All original artwork/files created by Pixelita Designs or parts contained therein, whether preliminary concepts or final visual presentation remains the property of Pixelita Designs and may not be used by the Client without the written permission of Pixelita Designs.

Pixelita Designs retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, on-line posting on Pixelita Designs' website and physical portfolio. Where applicable the client will be given any necessary credit for usage of the project elements

## **STOCK COMPONENTS**

Pixelita Designs may use "Stock Components" (photography, motion clips, and sound), whether royalty free (RF) or rights managed (RM), to provide or achieve a certain look and feel in the project. The client has the right to refuse to purchase any stock components with the full knowledge and understanding that the removal of these components may possibly change or alter the aesthetics of the project. At the same time, the project will not contain any unapproved and unpaid-for stock components when delivered or prepared for production.

A proof of approval as well as a written email will notify and show the Client the changes caused by the removal of all unapproved and/or unpaid stock components. Pixelita Designs has the right to remove all stock components that have not been purchased and can deliver the rest of the Client final-approved-project once the agreed Payment Schedule has been fulfilled.

It is agreed by both Pixelita Designs and Client that all approved stock components must be purchased by the Client before the project is completed for print production, delivery or web publishing.

The Client will assume responsibility and ownership of all purchased stock components (whether RM or RF) used in the project. After the project has been delivered for production or to the Client, Pixelita Designs will not be held liable or responsible for any unlawful use/alteration of stock components if such use/alterations are executed by another party or individual.

## **CONFIDENTIALITY**

All correspondence and documents provided will be treated as confidential between the Client and Pixelita Designs, unless consent has been granted by both parties involved.

## **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 <https://pixelita.com/terms-of-service/>.

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

Last updated on July 1, 2018.