



pixelita designs
Where Creative Things Happen

UNIVERSAL TERMS OF SERVICE

Effective Date: December 15, 2020

BUSINESS STRUCTURE

This business operates as Joni Mueller, doing business as Pixelita Designs (“Web Developer”). Please make all payments in the form of a cashier’s check, business check, or money order, made payable to Joni Mueller. Or you may pay your invoices conveniently online via PayPal, at sales@pixelita.com or joni@jonimueller.com.

PAYMENTS

Payments must be made promptly based on the terms of this Agreement. Web Developer 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 Web Developer 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

Web Developer, at its option, shall receive design credit on all collateral and a live link to Web Developer’s 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 Web Developer. 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 Web Developer to Client of an invoice for those accrued Project hours.

OWNERSHIP

Web Developer 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 Web Developer 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

Web Developer will require one point of contact during the Contract for clarifying requirements for design, key features, usability and maintenance issues. Web Developer 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

Web Developer 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

Web Developer 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 Web Developer The Client will agree to pay Web Developer, 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

Web Developer 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, Web Developer is not set up to support on call services. Within the duration of this Contract Web Developer 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. Web Developer 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. Web Developer is not responsible for any delay or defect caused by separate third party or the Client's in-house teams.

HOSTING

Web Developer 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, Web Developer may offer suggestions, however, Web Developer is not responsible for down time, poor performance, or loss of data caused by the Hosting Provider. Additionally, Web Developer 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

Web Developer 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 Web Developer 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 Web Developer makes every effort to provide secure Finished Product(s), due to the nature of rapidly advancing technology, Web Developer can in no way guaranty that the Finished Product(s) will not be subject security breaches. Web Developer 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 Web Developer relating to this agreement and the services performed shall be limited to the amount of fees actually received by Web Developer, from the Client under this agreement regarding the services in question. In no event shall Web Developer 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

Web Developer 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 Web Developer 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 Web Developer for this project shall be granted.

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

Web Developer 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 Web Developer's website and physical portfolio. Where applicable the client will be given any necessary credit for usage of the project elements

STOCK COMPONENTS

Web Developer 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 un-paid stock components. Web Developer 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 Web Developer 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, Web Developer 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 Web Developer, unless consent has been granted by both parties involved.

DISCLAIMER

Web Developer 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/>.

CONSENT TO DO BUSINESS ELECTRONICALLY

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signature appearing on this agreement are the same handwritten signatures for the purpose of validity, enforceability, and admissibility.

You may withdraw your consent to receive electronic documents, notices, or disclosures at any time. In order to withdraw consent, you must notify the sending party that you wish to withdraw consent and request that all future documents, notices, and disclosures be provided in paper format. To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically, or withdraw consent to sign documents electronically, please contact Web Developer Designs by telephone, postal mail, or email.

Terms of Service Agreement subject to change at any time without notice, at Web Developer's discretion. If you have any questions about these terms please contact Web Developer at hello@pixelita.com.

Last updated on December 15, 2020.

CONTACT US

If you have any questions about this Privacy Policy, please contact us:

BY EMAIL:

hello@pixelita.com

BY POSTAL MAIL:

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Houston TX 77023