



## Terms & Conditions

Please ensure that you read the following Terms and Conditions below carefully. Once you agree to them, you are to be bound by these Terms and Conditions and to any additional guidelines, restrictions, or rules that may be posted in connection with specific sections or services. If your use of Megapixels Graphix is on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized to accept these Terms and Conditions on its behalf and to bind such business, organization, or entity to these Terms and Conditions. Megapixels Graphix reserves the right to make changes to these Terms and Conditions at any time without prior notice. You should review these Terms and Conditions each time you use Megapixels Graphix's services.

### The Design Process

A brief must be provided by the customer with their requirements including whether they require their products to be printed and any additional services as an additional to standard products. Following the finalisation of the brief, a quote will be sent to the customer which will reflect what has been agreed. The quote will then be converted into a Proforma Invoice which must be paid for (preferably by bank transfer) prior to any designs starting production. If any additional items or payments are added on at a later date then a new Proforma Invoice will be sent out prior to any actions being undertaken.

Once payment has been made, please allow up to 3-5 working days (subject to be extended if there is more work involved in your project) to receive any proofs or initial designs.

Following the initial designs being sent to the customer, 2 one hour amendment sessions are offered free of charge. If amendments take longer than this to complete then an additional charge will incur in relation to the additional hours required for completion.

Please note that we cannot be responsible for spelling, punctuation or grammatical errors made by the customer and/or designer following approval of the proof and the signing of the 'Contract of Agreement'. Megapixels Graphix also are not held reliable for any design errors that have been decided/approved by the customer during the creation process or errors in customer-selected options such as choice of finish, quantity or product type. Please preview your proofs carefully and correct any mistakes prior to signing the 'Contract of Agreement' as once this has been signed, any errors found or changes that are required fall on the customer and any additional payments required to correct the issues will have to be paid by the customer unless otherwise agreed.

### Credit Card Security

Megapixels Graphix accepts payment from all major credit and debit cards, including Visa and Mastercard, but excluding American Express. We do not store credit card details nor do

we share customer details with any 3rd parties. Once payment has been taken, your card details will be destroyed securely along with any other sensitive information.

### Subscriptions

Megapixels Graphix offer domain name purchasing as well as website hosting which work on a subscription basis. Depending on the agreement between the customer and Megapixels Graphix there is 1 of 2 options. (1) Either the customer uses their card to pay for the subscription meaning the payments taken out at the next renewal date will automatically be taken from their card unless cancelled prior to this date. (2) Megapixels Graphix will pay for the subscription directly and will follow it up with an invoice to the customer for the total amount which must be paid within 24hrs. Megapixels Graphix will then turn the auto renewal off meaning that unless the customer responds to an email sent out prior to the subscription termination asking for the next payment, then the subscription will be terminated.

### Copyright

If you upload, email, link (directly or indirectly) any images or other content in regards to your project, you unconditionally guarantee, represent and warrant that you have all appropriate and necessary right and authority to use such content.

### Handling of Designs

The designs and/or written copy designed by Megapixels Graphix for you may have similarities to other designs prepared by Megapixels Graphix for other parties. You are obtaining no right or claim of any kind to any individual design provided by Megapixels Graphix, and they reserve the right to use the same or similar design or elements in other parties in the future. Except for any content provided by you, all rights in all projects, including without limitation both final designs and all interim and draft designs, are retained by Megapixels Graphix. Any personal data supplied by the customer will be kept on our system for 6 months and then will be destroyed.

### Terminations/Cancellations

Megapixels Graphix reserves the right to refuse any customer ideas/project or to terminate any project prior to completion at any time and for any reason. You agree that Megapixels Graphix shall have no liability of any kind to you or to any third party arising from such refusal or termination. You also acknowledge that any cancellations by the customer following the production of any designs will still require a part/full payment to cover the designer's time.

### Usage of Your Designs

Megapixels Graphix reserves the right to use any designs and/or your finished products as sample work for advertising and promotional purposes and for internal purposes. If you wish to opt out of this, then please email them requesting for all artwork to be kept private.

### Delivery

We will not be held responsible for items that are not delivered due to incorrect details. Should the recipient be away at the time of delivery, a card will be left stating attempted delivery and will include details of how to collect or arrange re-delivery. Products sent to

hospitals, schools, military & business addresses will be delivered to a main reception or mailing room prior to internal distribution.

### Website Creation and Management

Although we take every measure to ensure your website doesn't come into contact with any errors during the design process, Megapixels Graphix cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it. The website, graphics and any programming code remain the property of Megapixels Graphix until all outstanding accounts are paid in full.

Any additions to briefs provided will be carried out at the discretion of Megapixels Graphix and they will reserve the right to charge an according amount for any correction to these or further additions. The full extent of these terms and conditions applies to new website commissions, website updates and amendments and graphic designs.

A non-refundable deposit of 50% is required with all of our website before any design work will be carried out due to the time it takes to complete a website.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the client's satisfaction and no refunds can be offered.

As it stands as of May 2019, Megapixels Graphix do not offer web hosting. Our only service is designing and setting up the website and once this has been completed, it is then up to the customer to host the website/hire a website hosting agency. Following the completion of the website and the 'Contract of Agreement' has been signed, Megapixels Graphix is not liable for any malfunctions or errors that may arise either from human error or from a web malfunction.

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