



# KindleVision

## The Legal Stuff

These Terms and Conditions (T&C) applies to estimates, project proposals, and contracts with KindleVision.com. Our T&C are subject to change. We make every effort to notify active clients of updates and changes to our T&C. However it is the sole responsibility of clients to read and understand the T&C's. If you have questions or concerns regarding this statement, please contact us at:

+61 7 3102 3177 or [info@kindlevision.com](mailto:info@kindlevision.com)

### Terms and Conditions;

#### 1. PRICING and PAYMENT:

- Projects are billed hourly or by the project, depending on the scope of the work. Specific fees and payment terms will be detailed in your project proposal. Final payment is due within 14 days of invoice date, unless otherwise noted. A 5% monthly service charge is payable on all invoices over 30 days. Fees are non-refundable. Finished work not yet approved by client beyond 15 days shall be billed. There will be a \$35.00 fee on all returned cheques, plus any additional bank fees. Client assumes responsibility for all collection of legal fees necessitated by default in payment. We may offer a progressive payment option at our discretion which will be expressed in the estimate (for example: invoicing 1/2 of the estimated project fees before work begins and 1/2 due at project completion).

## 2. ESTIMATES:

- We make every effort to be as accurate and complete as possible on estimates. To receive a project estimate, you must submit the exact specifications of your job. In some cases, a range estimate will be given, based on knowledge of project at time of estimate. If, upon receipt of all project elements, we determine the scope of the project has been changed from the originally agreed-upon concept, the project may be re-estimated.
- Minor revisions are anticipated, but major design/content changes may go beyond the scope of the estimate. The client's approval will be obtained for any increases in fees or expenses that exceed the original estimate by 10%. Final fees and expenses will be shown when invoice is rendered. Estimate is valid for 14 days from date of estimate.
- Outsourced fees will be estimated separately. Printing fees will be estimated separately and payment arrangements made between client and printer.

## 3. EXPENSES:

- Out-of-pocket expenses will be subject to an industry-standard markup to cover time and costs involved. Unless projected to be costly, they will not be included in estimate. Any expenses expected to be above \$100 will be discussed with the client. The client shall reimburse KindleVision for expenses arising from this project, including but not limited to: photography, fonts, hi-res scanning, digital proofs, production expenses, long distance, postage, travel, sales tax (when applicable), messenger services, shipping, hiring of contract writers/designers, software, web hosting, and printing fees. Items generated in-house, such as color/black & white output and DVDs/CDs, or royalty-free images from our collection, will be billed at a flat rate fee per item, established by KindleVision.



#### 4. APPROVALS:

- The client will be ultimately responsible for final approval of all comps. It is important to make all final corrections before the project goes live to avoid delays and additional fees. KindleVision is not liable for any work that has been given final approved by the client and made live.

#### 5. ORAL AUTHORISATION:

- Invoices will include (and the client shall be obligated to pay) fees or expenses that were orally authorised.

#### 6. COMPLETION/DELIVERY DATES:

- Any delay in the completion of a project due to external forces beyond KindleVision's control (such as unusual transportation delays, unforeseen problems at a vendor site, computer/Internet related issues, holidays, bad road conditions, etc.), or actions and negligence of the client (i.e., content delivery delays), shall entitle us to extend the completion/delivery date, upon notifying the client, by the time equivalent of such a delay.

#### 7. REJECTION / CANCELLATION OF PROJECT:

- The client shall not unreasonably withhold acceptance of, or payment for, the project.

- If, prior to completion of the project, the client observes any nonconformance with the design plan, the designer must be promptly notified, allowing for necessary corrections.

- Rejection of the completed project or cancellation during its execution will result in forfeiture of deposit and the possible billing for all additional labour or expenses to date.

- In the event of cancellation of a project, the ownership of all copyrights and original artwork, including sketches, PDF files of layouts, and any other mock-ups, shall be retained by KindleVision.

- Any usage by the client of these project design elements will result in appropriate legal action.
- A cancellation fee for work completed shall be paid by the client. The cancellation fee is as follows: 50% of total project fee for preliminary work, concepts, or comps, 75% of total project fee after preliminary work but before completion, 100% of total project fee for completed work regardless of final approval.

#### 8. COPYRIGHT RESPONSIBILITY:

- It is the sole responsibility of the client to ensure that any intellectual property (artwork, code, etc.) that they provide is owned by them in accordance with copyright laws. KindleVision cannot be held responsible for any copyright violations or resulting fees due to assets provided by the client. Likewise, KindleVision is responsible for any intellectual property we supply.

#### 9. CREATIVE / INTELLECTUAL PROPERTY & REPRODUCTION RIGHTS

- All materials used in the execution of a project— including forms, artwork and computer-generated instructions and formats—remain the property of KindleVision, excluding any purchased copyrighted materials (fonts, stock photos) or open source materials already assigned to their respective authors;
- If the work files are requested, they will be delivered to the client only after final payment is made, when the project has been completed. As internal policy, the commercial fonts are not provided, but a link or a name of the font will be suggested.
- The client assumes full reproduction rights upon payment for completed project.



#### 10. ADDITIONAL USAGE:

- If the client wishes to make additional uses of the work, the client shall seek permission from KindleVision and pay an additional fee to be agreed upon.

#### 11. MODIFICATIONS:

- Modifications of the project agreement must be written, with the exception of verbally authorised fees/expenses made by the client. (see Item 5)

#### 12. LIMITATION OF LIABILITY:

- KindleVision cannot be held liable for any consequential or special damages, such as profit losses.

#### 13. PROMOTIONAL USE:

- KindleVision may use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes and the marketing of the our business. Where applicable, the client will be given any necessary credit for usage of the project elements.

#### 14. CLIENT PERFORMA:

- See your quote or estimate to determine the client specific responsibilities you have to contribute to the success of your project. In addition, you may be asked to complete other responsibilities in a project document that may be created once the project begins. It is important that these are executed and your signature binds you to fulfilling these objectives in a timely fashion.

15. AUTHORISATION:

Written approval or a signature on our project documents from you, the client, or payment of an invoice issued as a result of a quote or estimate, indicate authorisation from your company to proceed with the project described within this document. You are stating that you are a legally authorised representative and are committing to pay for all fees incurred in the production of this project and that you agree to the terms laid out here.

16. LEGAL FEES:

Client shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which KindleVision may become a party by reason of this contract.