

epix media terms and conditions

The following Terms and Conditions of Service apply to all products and services provided by epix media. Upon ordering any services provided by epix media the customer has agreed to epix media's terms and conditions.

Confidentiality

In connection with the services, each party may receive or have access to commercially or personally valuable technical and non-technical confidential or proprietary information ("Confidential Information") of the other party. Confidential Information includes all information, whether oral or written, relating to the business of a party that is not generally known or available to others, including, without limitation, source code and documentation for software, trade secrets, customer lists, pricing strategies, marketing and business plans, information concerning a party's vendors, and a party's contemplated plans, strategies and prospects. Each party acknowledges and agrees that any Confidential Information received or obtained from the other party will be the sole and exclusive property of the other party and may not be used, disseminated or disclosed except as may be necessary to perform the obligations required under this Agreement or as may be required by law.

Copyright

Copyright is retained by epix media on all work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by epix media as fulfilling the contract. All other designs remain the property of epix media, unless agreed in writing that this arrangement has been changed.

Responding to communication from epix media

When the Customer is required to respond to epix media in order to progress the Project, then the customer agrees to respond to epix media with all the information required to continue with the Project within four weeks of being contacted by either phone, writing or e-mail. If after this time Customer has not contacted epix media the company retains the right to refuse to continue the work without a new agreement being signed and payment will be due.

Project Acceptance

At the time of proposal, epix media will provide the customer with a written estimate or quotation.

A copy of the written estimate or quotation is to be approved by the customer to indicate acceptance and should be returned to epix media via email or post. Alternatively, the customer may send an official purchase order in reply to the estimate or quotation that binds the customer to accept epix media's terms and conditions. No work on a project will commence until either document has been received by epix media. Quotes are valid for 14 days after the date stated on the written estimate.

Charges

Charges for services to be provided by epix media will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's written acceptance of this estimate or quotation or by the receipt of a purchase order this indicates acceptance of the Terms & Conditions and a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project may not commence until epix media has received this amount unless agreed in advance. epix media also requires interim payments at set milestones if the project duration exceeds 60 days and these shall be noted in the Project quotation and any such additional payments are also be non-refundable.

Charges for Other Services

Additional services over and above the original quoted services will be agreed in writing between epix media and the customer. Any additional agreed charges will be added to the invoice upon completion of the services.

Payment

The customer will be provided with an Invoice upon final publication. At this time the remainder of the amount due will become payable. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 10% of the outstanding amount. Payments outstanding for 60 days after the date of invoice will result in a submission to the small claims court to obtain the outstanding amount.

Payments may be made by cash, cheque, or by BACS, or where previously agreed PayPal.

Publication and/or release of work done by epix media on behalf of the customer, may not take place before cleared funds have been received. Any work that has been ordered as per the Project Acceptance clause but is deemed work in progress shall become fully payable (100% of the order amount plus any interest) if the customer is in default for any other order or if 30 days has passed since the order date. epix media will not release the work in progress until payment has been made in full.

Returned cheques will incur an additional fee of £50 per returned cheque. epix media reserves the right to consider an account to be in default in the event of a returned cheque.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. epix media shall be considered entitled to remove epix media's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, design, development, hosting, domain registration, filming, editing, search engine submission, maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay epix media reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to epix media for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by epix media on behalf of the customer, will remain the property of epix media and/or its suppliers.

The customer may request in writing from epix media, the necessary permission to use materials (for which epix media holds the copyright) in forms other than for which it was originally supplied, and epix media may, at its

discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to epix media, the customer grants epix media permission to use this material freely in the pursuit of the design.

Should epix media, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow epix media to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold epix media free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permission.

Alterations

The customer agrees that changes required over and above the estimated work will be liable to a separate charge.

The customer also agrees that epix media holds no responsibility for any amendments made by any third party.

All design work where there is a risk that another party make a claim, should be registered by the customer with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. epix media will not be held responsible for any and all damages resulting from such claims. epix media is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold epix media responsible for any such loss or damage. Any claim against epix media shall be limited to the relevant fee(s) paid by the customer.

Proofing

It is the responsibility of the customer to sign-off all proofs prior to publication. epix media will not be held responsible for any inaccuracies or alterations that are required after media has been published. It is the customer's responsibility to make epix media aware of any inaccuracies and instruct us to quote for rectifying any mistakes. The customer will incur all costs relating to re-prints or republication of any materials.

Data Formats

The customer agrees to epix media's definition of acceptable means of supplying data to the company.

Text is to be supplied to epix media in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail unless previously agreed with epix media.

Images (both still and moving) that are supplied in an electronic format are to be provided in a format as prescribed by epix media on CD-ROM, DVD, or e-mail. Moving images can be supplied on alternative media where previously agreed with epix media. Images (both still and moving) must be of a quality suitable for use without any subsequent image processing, and epix media will not be held responsible for any image quality that the customer later deems to be unacceptable. epix media cannot be held responsible for the quality of any images that the customer wishes to be scanned from printed materials.

Additional expenses may be incurred by the customer for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Project Duration

Any indication given by epix media of a project's duration is to be considered by the customer to be an estimation. epix media cannot be held responsible for any project over-runs, whatever the cause.

Estimated project duration should be deemed to be from the date that cleared funds are received by epix media for the initial payment or by date confirmed in writing by epix media.

Rights of Access for Website Construction

The customer agrees to allow epix media all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow epix media access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply epix media with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner. epix media will not be held liable for any costs incurred by the customer due to later-than-expected delivery of the project owing to the customer's failure to supply required materials in a timely manner.

Project Completion

epix media considers the project complete upon receipt of the customer's approval via email or post. Outsourced services contracted on the customer's behalf constitute a separate project and can be treated as a separate charge.

Websites only:

Once the first draft of a web site is complete, epix media will provide the customer with the opportunity to review the resulting work. epix media will make one set of minor changes at no extra cost within 7 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to epix media by e-mail or post.

Film, animation and 3D models:

Once the first draft of a project is complete, epix media will provide the customer with the opportunity to review the resulting work. epix media will make one set of minor changes at the discretion of epix media, at no extra cost within 7 days of the start of the review period. Any minor changes can be notified to epix media by e-mail or post. Major changes requested by the customer may incur extra cost, which be agreed in writing either by post or email with the customer before additional work commences.

epix media will consider that the customer has accepted the original draft, if no notification of changes is received in writing from the customer, within 7 days of the start of the review period.

Hosting websites

epix media offers hosting services through 1and1. epix media does not guarantee continuous service and will accept no liability for loss of service from this hosts, whatever the cause. epix media may request that customers change the type of hosting account used if that account is deemed by epix media to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website.

Domain Registration and Domain Renewal Fee

epix media will register and purchase Domain Names on behalf of Customers at their request. Epix media cannot guarantee the availability of any domain name. Where epix media is to register a domain name on behalf of a customer it will endeavour to do so but the customer should not assume a successful registration. The Customer agrees to pay the current rate charged by epix media for Domain Name purchase. If the invoice for Domain Name purchase is not paid within 30 days of an invoice being issued a £5 Late Payment penalty will become chargeable. If a Customer already owns the Domain Name they wish to use with their website then epix media will not be held liable to the Customer for any costs incurred transferring the Domain Name to epix media's hosting services. Similarly if the Customer wishes to transfer the Domain Name from epix media's control then the epix media will not be held liable to the Customer for any costs incurred in transferring the Domain Name away from the Companies control to the 3rd Party. epix media also makes a charge for this service of £10. Domain Names and any other related items that are chargeable on an annual or bi-annual basis are to be paid by the Customer to epix media in advance. If the invoice for domain name renewal is not paid on or before the due date as defined on the invoice a £5 Late Payment penalty will become chargeable. If the invoice remains outstanding epix media will not be held responsible if the domain name expires.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, epix media cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. Search engine and online directory rules and algorithms may change from time to time without giving notice to the company and although epix media try to keep ahead of these changes epix media cannot be held responsible for any changes to the Customer's site ranking/listing within these 3rd party sites. After the initial submission, any further submissions requested by the Customer shall be chargeable.

Credits

The customer agrees to allow epix media to place a small credit on printed material, animations, websites or films and/or a link to epix media's own

website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow epix media to place websites, films and other designs, along with a link to the customer's site on epix media's own website for demonstration purposes and to use any designs in its own publicity.

Rights of Refusal

epix media will not include in its designs, any text, images or other data that it deems to be immoral, offensive, obscene or illegal. epix media also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that epix media does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow epix media to remove the contravention without hindrance, or penalty. epix media is to be held in no way responsible for any such data being included.

Archiving of footage

epix media will endeavour to withhold copies of all footage taken during the production of a customer's film and copies of the completed film, either digitally or physically. However epix media can accept no responsibility for loss or damage to withheld footage, or the resulting financial or other loss incurred by the customer.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, epix media will need formal notification in writing to the company's postal or email address. The customer will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Any cancellation which is not formally confirmed in writing and received by epix media within 14 days of such instruction being issued, will be liable for the full quoted cost of the project. Cancellations will only be accepted up to 30 days after the order date. Any cancellations made after this time will be liable for the full order amount.

Disclaimer

epix media makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. epix media will not be held responsible for any and all damages resulting from products and/or services it supplies. epix media is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the services we recommend, we accept no responsibility for the performance or quality of materials or services or any consequential loss arising from their failure. The customer agrees not to hold epix media responsible for any such loss or damage. Any claim against epix media shall be limited to the relevant fee(s) paid by the customer.

epix media reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. epix media will not knowingly perform any actions to contravene these and the customer also agrees to be so bound.

Indemnity:

The Customer agrees to indemnify and hold harmless epix media and its employees, agents and subsidiaries from any and all claims, losses, damages, liabilities and expenses (including solicitor's fees) related to or arising out of the services provided by epix media to the Customer, including without limitation claims made by third parties (including customers of the Customer) related to any false advertising claims, liability claims for products or services sold by the Customer, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by the Customer, but excluding those related to the gross negligence or intentional misconduct of epix media.

Force Majeure:

epix media shall not be liable for any delay or failure in performance of obligations which is due to, or results from, any acts, events, omissions, happenings or non-happenings beyond reasonable control including acts of God, strike, work stoppages, government regulations, acts or directives, war, riot, fire, flood, civil unrest, equipment or facilities shortages or delays which are experienced by providers of internet services generally, or any circumstances beyond the control of epix media

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. epix media reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

The placement of an order for any services offered by epix media and validated by the customer's signature on the estimate or quotation form or via an official purchase order constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and epix media.