

“Nicholas John Creative” a sole proprietorship in the State of Washington

## **TERMS AND CONDITIONS**

### **User Contract**

Welcome to “Nicholas John Creative”. This Web site is provided by Nicholas John Bronesky DBA: “Nicholas John Creative” in the state of Washington as a service to new and current clients of Nicholas John Bronesky. Please review the following basic rules that govern your use of the NicholasJohnCreative.com site. Please note that your use of the NicholasJohnCreative.com site (the “Site”) constitutes your unconditional agreement to follow and be bound by these Terms and Conditions. Although you may “bookmark” a particular portion of this Site, bypassing this Agreement, your use of this Site still binds you to these Terms and Conditions. “Nicholas John Creative” reserves the right to update or modify these Terms and Conditions at any time without prior notice to you. Your use of the Site following any such change constitutes your unconditional agreement to follow and be bound by these Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions whenever you use this Site.

### **Order Processing**

- Registration is recommended and allows you to receive special discounts and support
  - Registration also sets up your account for proper processing and notifications
  - Orders are only accepted via personal contact with Nicholas John Bronesky!
  - All potential orders are accompanied by a quote for acceptance by you.
  - All accepted quotes are validated by a valid WOAF (Work Order Authorization Form)
  - All custom orders please contact us with specifics and we will respond in 24 hours
  - Add any comments that might help us to understand your order better.
  - Upon receipt of a WOAF and payment a private folder account with Dropbox will be established
  - All content needed can be upload to your private folder at activation
  - You can fax or scan and attach any instructions to the secure fax box @ 888-532-5009, or email us at [nicholas@nicholasjohncreative.com](mailto:nicholas@nicholasjohncreative.com).
1. We will review your order to make sure we have everything we need
  2. We will email you and or call you with any questions we may have
  3. We will set up a Dropbox folder for your use, safe keeping/storage, and proofing of all future orders.

### **FTP / File Uploads and Order Identification**

- Nicholas John Creative uses a private and secure online cloud based system called Dropbox
- The file upload site link is available after registration and placement of WOAF with payment of first order at [www.nicholasjohncreative.com](http://www.nicholasjohncreative.com)
- Order processing may request files to complete a request. Date and last name or company identification will be used until requests have been accepted and paid for at which time an order number will be assigned for tracking and proper bundling of project/order files.

## Policy

- ALL ORDERS MUST BE PAID FOR IN FULL AT TIME OF ORDER PLACEMENT (All requests for designs submitted by client are considered active after full payment.)
- Nicholas John Creative has a **NO REFUND POLICY**...we will expend a lot of time and effort to deliver your requested work and we must be paid prior to initiating any work. We do not process any orders that have not been first approved by payment authorizer. We will work hard to resolve any reasonable issue and gain your satisfaction. Be aware we try our best always to satisfy our clients, but a few clients are never satisfied and they have the right to not request services from us again.

## Processing

- First client will be sent a quote for acceptance and any adjustments and as understood by documented requests.
- Second client will respond with any changes requested.
- Third Nicholas John Creative will make said changes within 48 hours from written request emailed to [orders@nicholasjohncreative.com](mailto:orders@nicholasjohncreative.com) of changes needed and submit a second quote for final approval.
- Upon final approval of quote it is clients (your) responsibility to fill out and submit a WOAF (Work Order Authorization Form) found on website for payment processing.
- Upon processing and funds received work shall begin on project and proofs submitted for client's approval.
- Client will approve or submit final round of changes still needed if any in 48 hours from receipt of proof file.
- Nicholas John Creative will make final changes within 48 hours and submit final file to client.
- ANY Changes requested beyond this process are subject to additional fees at the rate of \$80 per hour. Additional time determinations will be submitted to client for approval, payment and initiation.
- Any files re-designed or reworked by Nicholas John Creative after client acceptance will follow same process above. Client has FULL responsibility for all proofing.
- Any errors missed during proofing that may cause a need for re-ordering of the product or services will be 100% at the client's expense.
- Errors do to production quality (Only Designed by Nicholas John) will be re-run by Nicholas John Creative.
- Nicholas John Creative will submit all final files as CMYK 300dpi PDF files with bleeds.
- Native files are not supplied to customer based on current rate structure, and are the sole possession of Nicholas John Creative for the continued use of Nicholas John Creative for future client projects. If client wishes to request native files, a surcharge of 50% of current project or 4 hours design time at \$80 Hr. whichever is more will apply.
- Estimated design fees will be quoted upon request, prior to any work performance.
- No orders will be sent to print production until client has sent an email in response to proof files that states GOTOPRINT in the subject line or body as an acceptable approval.
- Nicholas John Creative can perform high quality low cost printing on behalf of client and at their request quotes will be provided upon an emailed request to [nicholas@nicholasjohncreative.com](mailto:nicholas@nicholasjohncreative.com)
- Any and ALL orders will only be processed when ALL fees are PAID IN FULL.

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## **File Preparation**

It is in your best interest to Read the Instructions for Quality Files and Uploads on this website:

- Provide print ready files, any file preparation will require quote.
- Provide high quality images. 300dpi Minimum
- Provide relevant content to minimize design and layout costs
- Provide any native files design and layout were created in. (Illustrator, In Design Photoshop etc.)
- List and or provide all fonts requested in the design build. (Sending files without fonts may delay your order being processed in a timely manner) Check with us to see if we have fonts you are requesting. If not you can supply them or we can purchase them on your behalf.

## **File Caution**

- Double check CMYK values for correct colors. (Example: Blues / Magenta 30-35 points less than Cyan value, otherwise it can lean towards purple instead of blue.)
- Do not trust your monitor for perceived outcome of colors as registration is different on each type.
- Sample runs can be purchased at minimum cost to make sure your files are the correct colors intended, as we accept NO responsibility for color outcome unless we designed the files for production. Please request a color check with initial request so cost can be included in first quote.

## **Acceptable File Types**

- We only accept high resolution 300 DPI CMYK PDF files with .125" bleeds for production
- GIF, TIF, EPS, JPEG at minimum resolution 300dpi are acceptable as assets for us to design from.

## **Ownership of Images and Right of Use**

Under these Terms and Conditions, you agree that you will NOT upload any artwork files consisting of the following material: offensive, indecent or improper material, any material that could give rise to any civil or criminal liability under applicable law; and any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights and the persons who are shown in the material if applicable. We will and reserve the right to refuse a submission, which in our opinion may be illegal in nature or an infringement on the rights of any third party or offensive in any nature to us. By making a submission to the site, you agree that you have legal permission to post the submission and to use each and every image used within the image. You accept full legal liability for the content of submission. We reserve the right to refuse an order without disclosing a reason.

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## **Section B General Terms and Conditions**

### **Copyright Notice**

You, the User, acknowledge that all content included on this Site, including, without limitation, the information, data, software, photographs, graphs, typefaces, graphics, images, illustrations, maps, designs, icons, written and other material and compilations (collectively, “Content”) are intellectual property and copyrighted works of “Nicholas John Creative” command /or various third-party providers (“Providers”). Reproductions or storage of Content retrieved from this Site, in all forms, media and technologies now existing or hereafter developed, is subject to the U.S. Copyright Act of 1976, Title 17 of the United States Code.

### **Corporate Identification and Trademarks**

”Nicholas John Creative“, and any and all other marks appearing on this Site are trademarks of “Nicholas John Creative” in the United States and other jurisdictions (“Trademarks”). You may not use, copy, reproduce, republish, upload, post, transmit distribute or modify the Trademarks in any way, including in advertising or publicity pertaining to distribution of materials on this Site, without “Nicholas John Creative’s” prior written consent. The use of Trademarks on any other Web site or network computer environment is prohibited. “Nicholas John Creative” prohibits the use of Trademarks as a “hot” link on, or to, any other Web site unless establishment of such a link is pre-approved by “Nicholas John Creative” in writing.

### **Use Restriction**

You may only use this Site to make legitimate requests to purchase the products or services offered (each, a “Request”), and shall not use this Site to make any speculative, false or fraudulent Requests. You may not use robots or other automated means to access this Site, unless specifically permitted by “Nicholas John Creative” in writing. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site. You agree to promptly update your membership information (if applicable) in order to keep it current, complete and accurate, inaccurate membership/profile information can and could result in processing errors and are the sole responsibility of the client. Nicholas John Creative will not be responsible for missed shipments do to inaccurate information on file in member or clients profile. It is a violation of law to place a Request in a false name or with an invalid credit card. Please be aware that even if you do not give us your real name, your Web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users may be prosecuted to the fullest extent of the law.

Permission is granted to electronically copy and print in hard-copy portions of this Site for the sole purpose of using this Site as a shopping resource. Any other use of materials or Content on this Site, including reproduction for a purpose other than that noted above without “Nicholas John Creative’s” prior written consent is prohibited.

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## **Email**

We encourage you to share your comments and questions with us, but we may not be able to respond to all of them. Please note that we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas), and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future “Nicholas John Creative” programs. Also, please remember that you are responsible for whatever material you submit and that you, not “Nicholas John Creative”, have full responsibility for any message that you send, including its reliability, originality and copyright. Please do not reveal trade secrets or other confidential information in your messages. Any, and all, rights to materials and ideas submitted to us become the exclusive property of “Nicholas John Creative.

## **Affiliates**

Nicholas John Creative has no affiliates or subsidiaries that are authorized to represent its interest of business. The only authorized individual to conduct business on behalf of Nicholas John Creative is the sole proprietor Nicholas John Bronesky registered and active as such in the State of Washington UBI # 602 824 865.

## **Privacy**

You confirm that you have read, understood and agree to the “Nicholas John Creative” Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable and satisfactory to you. You consent to the use of your personal information by “Nicholas John Creative”, its third-party providers, and/or distributors in accordance with the terms of and for the purposes set forth in the “Nicholas John Creative” Privacy Policy. If you are not a resident of the United States, please note that the personal information you submit to the Site will be transferred to the United States and processed by “Nicholas John Creative” in order to provide this Site and its services to you, or for such other purposes (as set forth in the Privacy Policy).

## **General Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NicholasJohnCreative.com— BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY USE OF THIS SITE OR WITH ANY DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THIS SITE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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If, notwithstanding the above, a Covered Party is found liable for any loss or damage relating to the use of this Site, the User agrees that the liability of any such party shall in no event exceed the fee or charge to the User assessed by “Nicholas John Creative” for making a Request. Some states—to the extent their law might be deemed to apply, notwithstanding the selection of California law as described (below)—do not allow the limitation of liability, so the foregoing limitations might not apply to you.

### **Indemnification**

You agree to defend, indemnify and hold harmless “Nicholas John Creative” and its affiliates from and against any and all claims, damages, costs and expenses, including attorneys’ fees, arising from or related to your use of the Site. You also certify that you own rights to or have a license to use the image(s) being reproduced as part of your order.

### **Third Parties**

If you use this Site to submit Requests for or on behalf of a third party (“Third Party”), you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third Party of all Terms and Conditions applicable to all products or services acquired through this Site, including all rules and restrictions applicable thereto.

Each User using this Site for, or on behalf, of a Third Party agrees to indemnify and hold each Covered Party harmless from, and against, any and all liabilities, losses, damages, suits and claims (including the costs of defense), relating to the Third Party’s or the User’s failure to fulfill any of its obligations as described (above). The User is directly responsible for any Request submitted, including related fees, charges and performance obligations.

### **User Comments, Feedback and Other Submissions**

All comments, feedback, suggestions and ideas disclosed, submitted or offered to a Covered Party in connection with your use of this Site (collectively, “Comments”), shall become and remain the exclusive property of “Nicholas John Creative”. The Comments may be used by a Covered Party in any medium and for any purpose worldwide, without obtaining your specific consent and you relinquish all rights to such Comments. No Covered Party is under any obligation to maintain your Comments (and the use of your first name and first initial of your last name with any comments) in confidence, to pay to you any compensation for any Comments submitted or to respond to any of your Comments. You agree you will be solely responsible for the content of any Comments you make.

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## **Links to other Web sites and Services**

To the extent this Site contains links to outside services and resources, any concerns regarding such services or resources should be directed to the particular outside service or resource provider. None of the Covered Parties guarantees or warrants the accuracy or completeness of the information or content included on the Web sites of these outside services and resources. The outside services and resources are in no way related to “Nicholas John Creative”, and are neither its employees nor agents.

## **Termination of Usage**

User access to all or part of this Site may be terminated or suspended at any time, without notice and for any reason.

## **Miscellaneous**

The captions in these Terms and Conditions are only for convenience and do not, in any way, limit or otherwise define the terms and provisions of these Terms and Conditions. None of the Covered Parties are responsible for any errors or delays in responding to a Request caused by an incorrect email address provided by you or other technical problems beyond their control.

## **Entire Agreement**

These Terms and Conditions, together with the Privacy Policy and those terms and conditions incorporated herein or referred to herein, constitute the entire agreement (collectively, the “Agreement”) between you and each Covered Party relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

## **Governing Law**

The internal laws of the State of Washington shall govern the performance of these Terms and Conditions, without regard to such state’s conflicts of laws principles. You consent to the exclusive jurisdiction and venue of the courts located in Seattle, Washington for all disputes arising out of, or relating to, the Terms and Conditions and use of this Site.

Contact: 888-804-1810

email: [nicholas@nicholasjohncreative.com](mailto:nicholas@nicholasjohncreative.com)

address: 20825 State RTE 410 E #453, Bonney lake, WA 98360