

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

TERMS AND CONDITIONS

User Contract

Welcome to “Nicholas John Creative / Print”.

This Web site is provided by Nicholas John Bronesky
DBA: “Nicholas John Creative / Print” 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 / Print” 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 required 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 NicholasJohnPrint.com!

All potential orders are with client selection of options, total proofing and final review.

All payments are processed secure SSL via Processing services

All custom orders please contact us with specifics and we will respond in 24 - 48 hours

Add any comments that might help us to understand your order better when you upload files.

Upon payment off your order a link to upload your files will be sent to you.

All content needed for your order and design facilitation can be upload to your private One Drive folder we provide (Link sent to you after first order processing) after first order activation.

You can fax or scan and attach any instructions to the secure fax box @ 844-857-0867, or email us at orders@nicholasjohnprint.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 One Drive 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.

The file upload site link is available after registration and placement of your first paid order.

For Use Solely on NicholasJohnCreative.com / NicholasJohnPrint.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 PRIOR TO ORDER BEING SENT TO PRODUCTION addition services related to the order such as Graphic Design or any other request must be paid for BEFORE and order is activated or the turnaround time line begins.

All files approved by you must be:

One / **Approved by you as ready for “PRINT AS IS”** based upon your reading the accepted practices for “Quality Print Results Guide” provided from NicholasJohnPrint.com
GoTo: **“Quality Print Results Guide”** link to read

Two / **Request “Please Provide Graphic Design Services”** your files . content will be reviewed after you upload them and we will assist with file preparation as needed and send you a cost quote if needed for final payment processing to activate you order turnaround timeline.

Final file proofing for spelling, graphics, images and their placement is 100% the responsibility of the client. After files have been approved to GOTOPRINT by the client any reorder because of errors are at the client’s expense. Any print quality issues will be reviewed via samples of the problem being mailed to us for review and possible rerun at 204 Corrin Ave NW #185, Orting WA 98360.

(All requests for designs submitted by client are considered active after full payment.)

Nicholas John Creative / Print 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.

Client has the right to review and request file corrections as needed prior to approval to GOTOPRINT as such we **DO NOT OFFER REFUNDS**.

Any print quality issues we have designed will be reviewed via samples of the problem being mailed to us for review and possible rerun at 204 Corrin Ave NW #185, Orting WA 98360.

Any print quality issues we you or your designer have designed will not be reviewed as they were approved "Print As Is" files and are not our responsibility for correct CMYK percentage values.

All clients have the availability to request a color test sample for \$20 and we will assist to set up correctly a print for your approval. This will assist in achieving the desired results on completed projects.

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. For Use Solely on
NicholasJohnCreative.com / NicholasJohnPrint.com

Processing

(All turnaround and order processing timelines for services requested Design, Printing and Shipping are based on Business Days calendar Monday – Friday 9AM to 5PM PST)

First client places and pays for selected order on NicholasJohnPrint.com

Second client will select **“PRINT AS IS”** or **“Please Provide Graphic Design Services”** at time files are uploaded via link provided

Third Nicholas John Creative will review files via uploads for **“Please Provide Graphic Design Services”** within 24 hours from uploads received and provide price quote if needed for payment processing to activate work order. Any other requests can be sent to orders@nicholasjohncreative.com including Unique Order # on receipt of changes needed and submit we will send second quote for final approval.

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 / Print 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 and final approvals.

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 reviewed via samples mailed to US (Only if Designed and approved by Nicholas John Creative / Print) will be re-run by Nicholas John Creative / Print at our cost.

Nicholas John Creative / Print 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 procession of Nicholas John Creative / Print for the continued use of Nicholas John Creative / Print for future client paid projects only. 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 clients authorized agent has sent an email in response to proof files that states GOTOPRINT in the subject line or body along with the Order number as an acceptable approval, this approval will be stored in a secure folder along with approved files associated with that job number.

Nicholas John Creative can perform high quality low cost printing on behalf of client and at their request quotes will be provided with emailed request to orders@nicholasjohnprint.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 under resources click **“Quality Print Results Guide”**

- Provide print ready files, any preparation by Nicholas John Creative / Print will require quote.
- Provide high quality images. 300dpi CMYK Minimum PDF or EPS Files
- Provide quality content to minimize costs if requesting design/file preparation support
- 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 and each monitor. All Presses are registered to the values in the Pantone Color Bridge Guide... www.pantone.com
- 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 produce for production. Please request a color check with initial request so cost can be included in first design quote.

Acceptable File Types

We only accept high resolution 300 DPI CMYK- (PDF Preferable) files with .125" bleeds for production on our offset and digital presses.

TIF, EPS, JPEG, PDF and PNG at minimum resolution 300dpi are acceptable as assets for us to design from, we then will output the final files for production to 300dpi CYMK PDF files

Acceptable File Counts

All files provided for upload as “PRINT AS IS” should be uploaded label as Your_File_Name-Date(062516)_EachSide see our templates section for proper layouts

Example: order#_firstquarterpromoflyer-062516-Front.pdf

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 requested production. You accept full legal liability for the content of submission. We reserve the right to refuse an order without disclosing a reason.

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 / Print" 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 / Print", and any and all other marks appearing on this Site are trademarks of "Nicholas John Creative / Print" 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 / Print" 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 / Print" 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 / Print" 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.

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 / Print", 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 as of 06/06/16 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.

Privacy

You confirm that you have read, understood and agree to the “Nicholas John Creative / Print” 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 / Print”, its third-party providers, and/or distributors in accordance with the terms of and for the purposes set forth in the “Nicholas John Creative / Print” 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 / Print” 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 / Print - 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.

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 / Print” 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 / Print” and its affiliates (If any at the time of dispute) 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, 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 / Print”. 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.

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 / Print”, 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: 844-857-0867

email: nicholas@nicholasjohncreative.com

address: 204 Corrin Ave NW #185, WA 98360