

Terms and Conditions

As a Client of Dark Horse Design Corp (The Agency), you agree to be legally bound by these Terms and Conditions of Use (the "Terms and Conditions"), including those terms and conditions incorporated by reference. Please read these Terms and Conditions carefully. If you do not accept these Terms and Conditions, you may choose not to use The Agency service. The Agency may revise these Terms and Conditions at any time by updating this posting. You should visit this web page periodically to review the Terms and Conditions, because they are binding on you and by accepting a quote, authorizing The Agency to begin work, you are agreeing to these terms.

You also acknowledge and agree that The Agency shall have the right (but not the obligation) in its sole discretion, to pre-screen, refuse or remove any project and/or user provided content that violates these Terms and Conditions or is otherwise objectionable, including, without limitation, projects or content that is illegal, obscene, indecent, defamatory, incites religious, racial or ethnic hatred, or violates the rights of others. Activity that is brought to our attention which appears in our sole judgment to violate the law will be brought to the attention of the proper authorities. You acknowledge, consent and agree that The Agency may access, preserve, and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of The Agency, its clients and the public.

The starting price is the beginning cost of starting a new project, which includes content harvesting, and information gathering and research, which by itself can take a couple of hours to get orientated. (The more accurately you are able to express your ideas the more helpful it will be for us to come very close to them on the first draft to your intended vision).

Revisions Rounds:

Revisions are small changes done to a design that does not change the designs overall feel.

A **proof** is a close to final draft submitted to the client to check for spelling errors, content, and sometimes color. With each job and project we are in a partnership with you, we cannot take responsibility for your vision. You alone know what you really mean and how to spell certain names and places. We kindly ask that you will be vigilant with us to catch spelling errors and typos because we are only human like you but if we work together to minimize errors we guarantee that you will have the best outcome. The Agency does not accept responsibility for errors found after the final proofing process is complete.

A **version/Concept** is a design not based on the previous design. Beginning a new version can start the graphic design process all over again.

A **draft** is a design based on the previous design with major revisions.

File Adjustment/Revisions: If down the road you get an idea to add on to your project we cannot do that for free.

The truth of the matter is we love graphic design, advertising and marketing. We operate on a win/win philosophy so everyone can get what they want out of the deal. We want to be able to be creative for you and you get the fruits of our labor, but we need to be compensated for time we spend on your behalf in order for us to develop your idea to its fullest potential. We value you as a client however; we need everyone to understand that we would not operate as a business if we worked for free.

Projects/Design work:

For each project, details of your design or printing project will be discussed prior to beginning. Usually our quotes include 2-3 initial concepts/drafts and 2-3 rounds of revisions/file adjustments on the chosen concept. Additional revisions may be billed at an additional charge. Printing projects will be discussed on a per project basis, and printing options and costs will be. The Client is requested to review these specifications to ensure that all details, fees, payment and any other terms are acceptable.

Revision Rounds

The term 'Revision Rounds' does not apply to concepts. The Client may have revisions to one chosen concept only. The changes that are made under the term 'Revisions' are changes of colors, changes of typefaces and fonts, changes of arrangement of elements within the concept or changes of scale and size. If the Client asks for any changes other than colors, typefaces, changes of arrangement of elements within the concept, sizes and scale The Agency reserves the right to not make such changes free of charge. Changes other than colors, typefaces, changes of arrangement of elements within the concept, sizes and scale will be classed as an additional concept and will be billed as such.

The Agency will contact the Client to obtain feedback relating to the previous drafts. The Agency will prepare further drafts or amendments and provide these to the Client. Feedback provided by the Client is to be clear and detailed to allow The Agency to work efficiently on the development of the Client's design project(s). The Agency encourages the Client to take as much time as they need to deliver accurate feedback on a design. If The Agency is unable to contact the Client and the Client does not contact The Agency, then the order will expire after 30 days of no contact between the two parties and no refund will be given.

Acceptance of final works, whether verbal or in writing, shall be deemed to represent the final stage of the work process. Any subsequent work requested by the Client in relation to the order may be separately chargeable at the discretion of The Agency. In this circumstance any further fees will be advised to the Client in advance of the work being undertaken.

Payment

Clients, New Clients and Clients with a less than perfect payment history may be required to pay in full, or place a deposit before work can begin. The Agency will determine if and when credit will be given to client. Payment terms are then revised to 30 days. Once a print job has been approved by customer and "sent to production", no changes are allowed to the artwork files, job characteristics, or printing turnaround time. After a print job has been sent to production, the customer is responsible for paying the entire amount of that print job along with applicable taxes and shipping/handling fees, unless otherwise noted.

Refund Policy

All sales are final. Since we customize each order according to your and exact specifications, no refunds are given once The Agency starts working on your design project. If you cancel a job/project once it has begun, you will be responsible for payment of services rendered up until the cancellation of the design project.

If we verify that we have made an error, we will re-run the order. We must be notified within 24 hours from delivery of any defects. In order to receive the replacement, customer must return 100% of the defective order at their expense within 5 days of their receipt.

Should your job contain manufacturing (printing) errors and/or defects (as determined by The Agency), The Agency would rerun your job at no charge. We will re-run the order with the original turnaround and send them out via the same paid shipping method. Shipping is non-refundable. Again we must be notified within 24 hours from delivery of any defects. In order to receive the replacement, customer must return 100% of the defective order at their expense within 5 days of their receipt. In some cases, a partial or full refund may be extended to the customer on a per case basis.

Our Sales Tax Policy

The Agency charges sales tax on finished goods (i.e. printed products) within the state of New Jersey unless you are tax exempt. If you are tax exempt, you need to send or fax to us your tax exemption certificate. The Agency's creative services are not taxable.

Proofs

Actual time before receiving a proof will vary depending on our current workload. No job will be sent to press without your approval. It is the customer's responsibility to review their proof. We are not liable for delays in the order caused by customer's non-approval of the proof.

A digital proof is by no means an accurate color reproduction or representation of your final printed piece but is the final opportunity for you to check the layout and final text. The customer is fully responsible for all that is contained in the final approved proof.

The Agency offers hard copy proofs which show reasonable likeness to the final printed pieces. Such proofs are recommended for certain projects and must be requested by the customer before approving a final digital proof. Hard copy proofs may be printed on a substrate different from the actual paper stock and while it's main purpose is to gain a better visual representation of the final product, variations may occur depending on the stock and finish of the final print job.

The request for a hard copy proof may involve an additional fee and would extend the amount of time needed to complete the job. For jobs where a hard copy proof has been requested, the approval must be received by The Agency before we can produce one. We will make every effort to match colors in production when a hard copy proof is requested. However, it is the customer's responsibility to determine if they need a hard copy proof with their print order.

Color Accuracy

The Agency will Make every reasonable effort to ensure color accuracy, however in some instances, due to variations in the manufacturing process of inks and substrates, color accuracy cannot be 100% guaranteed. It should also be noted that a disparity in ink color can occur based on the color, weight and stock of materials being printed on. By working with The Agency you agree to this limitation. We will try our best to match the gradient density and hue of each color, but we accept no responsibility for color variations between submitted files, approved proofs and the final printed piece. Under no circumstances will a reprint be honored for color variations that have occurred during the printing process. We are not liable for color matching or ink density on screen proofs that you approve. Digital proofs will predict design layout, text accuracy, image proportion and placement, but not color or density. Application of UV/Gloss coating may effect or change the appearance of the printed colors. We are not liable for the final color appearance of a UV coated product.

No Liability for Errors

Client is responsible for proofreading all copy before execution of job. The Agency makes every reasonable effort to ensure an error-free submission of copy, but will be limited in liability to the correction of any errors in copy. Client's legal department confirms that all legal requirements have been met. The Agency does not make any changes on customer submitted files. Any requests for changes by the client or The Agency will be charged an additional fee for time spent to correct your artwork.

Overprint and Under print Policy

Due to the printing method that is sometimes used by The Agency and their vendors, we cannot guarantee that every order will be the exact number of items which are ordered. The Agency can only guarantee that it will come within plus or minus 10% of the number of items ordered. The Client will be charged or credited for orders over and under the quantity ordered.

Customer Submitted Artwork Files

The Agency checks all submitted artwork files before printing, but you are still 100% responsible for the accuracy of your print-ready artwork files if they are provided by you and we encourage you to proofread all files carefully before submitting to The Agency. The Agency is not responsible for any issues as to orientation or alignment of the pages of your submitted documents. By submitting the artwork to Dark Horse Design, you certify that you have the right to use the image(s) in your artwork files. DO NOT send any "one-of-kind" transparencies, prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible for loss or damage of images or artwork.

Under these Terms and Conditions, you agree that you will NOT submit 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 refuse an order, which in our opinion may be illegal in nature or an infringement on the rights of any third party. You accept full legal liability for the content of material processed and printed on your behalf and under your instructions. We reserve the right to refuse an order without disclosing a reason.

Turnaround Time

Design turnaround time is based on our current workload. Often times we are able to begin work immediately, however work could take a couple days to begin. We will advise our clients when they can expect to see proofs, drafts, or revisions on design projects. If design work is needed same day, or next day, projects may incur rush charges. Clients will be advised of any charges before work begins.

Printing turnaround time begins once your approval of a digital proof has been received by Dark Horse Design and we have received payment or deposit if necessary. At that time Clients will also be advised when they can expect to have that project in hand. Should the Client request the completed project faster than originally stated, there The Agency will make every effort to accommodate that request. Additional charges may apply for rushed or expedited production.

Shipping

Unless you choose to Pick Up your job or use a Mailing Service, you will be responsible for the cost of shipping your custom materials. In most instances ground shipping is included in your quote and will be stated as such. Rush shipping, shipping of oversize, or particularly large/heavy items will be added to your final bill. Shipping by The Agency is currently done via FedEx and in some instances The Agency will allow shipping charges to be billed to your Account number of your preferred freight or shipping Carrier.

Shipping transit times vary, and The Agency assumes no responsibility for delays caused by shipping carriers, weather or any damages resulting from the failure to receive a job on time. Your order may arrive late due to unforeseen delays in delivery service, the breakdown of equipment, illness, etc. The Agency's responsibility is limited to preparing your order and delivering it to FedEx for shipping. The Agency will make every effort possible to ensure your order be delivered intact but is not liable for damages which occur in shipping. Pick up orders will be kept for 30 days from the delivery of the pick-up notification email. If the order has not been picked up from The Agency within 30 days, it will be shipped directly to the customer and customer will be billed for the applicable ground shipping rates. We cannot ship to P.O. Boxes or APO/FPO.

Target arrival dates are calculated by adding the printing turnaround time to the shipping transit time. Please understand that target arrival dates are estimates, not guarantees. While we will do everything in our power to meet your target arrival date, weather and other occurrences beyond our control may impact our ability to meet that date.

Miscellaneous

All materials we design or create while producing your graphic and/or printed product, including samples of the final product are the property of The Agency unless otherwise specified. This is to ensure creative control and consistency within the brand and work we design. Although these materials will NOT be sold or given to any other party, we reserve the right to show or distribute printed or digital samples of our design and printing of your project. Please note that your printed product or images used for your printed product will not be used in any national advertising without your prior written consent.

Other General Terms & Conditions

Copyright Notice

You, the Client, acknowledge that all content included on this Site, including, without limitation, the information, data, photographs, graphs, typefaces, graphics, images, illustrations, maps, designs, icons, written and other material and compilations (collectively, "Content") are intellectual property and copyrighted works of Dark Horse Design and/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

"Dark Horse Design", and any and all other marks appearing on this Site are trademarks of Dark Horse Design 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 Dark Horse Design's prior written consent. The use of Trademarks on any other Web site or network computer environment is prohibited. Dark Horse Design 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 Dark Horse Design in writing.

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 Dark Horse Design programs. Also, please remember that you are responsible for whatever material you submit and that you, not Dark Horse Design, 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 Dark Horse Design.

Privacy

You confirm that you have read, understood and agree to the Dark Horse Design 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 Dark Horse Design, its third-party providers, and/or distributors in accordance with the terms of and for the purposes set forth in the Dark Horse Design 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 Dark Horse Design 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 Dark Horse Design — INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AFFILIATES (COLLECTIVELY, THE "COVERED PARTIES") — 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 work provided by Dark Horse Design, the User agrees that the liability of any such party shall in no event exceed the fee or charge to the User assessed by Dark Horse Design for making a Request.

Indemnification

You agree to defend, indemnify and hold harmless Dark Horse Design and its affiliates from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your files submitted to Dark Horse Design. You also certify that you own rights to or have a license to use the image(s) being reproduced as part of your order.

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 New Jersey 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 Trenton, New Jersey for all disputes arising out of, or relating to, the Terms and Conditions.