



Service Agreement

By submitting an order, Client acknowledges and agrees to the following:

Payment

A minimum 50% deposit is due when order is placed. If the order is placed online, the entire amount will be charged. If the order is less than \$100, full payment is due at the time of order. Deposit will be applied to the total fee due, the balance of which is due upon receipt of final project work. In the event of longer term projects, interim payments may be necessary. Payments due but unpaid shall bear interest from date payment is due at 1.5% per month. Client agrees to pay for costs and expenses incurred by Pixologie in collection of payment, including attorneys' fees and costs.

Intellectual Property; Indemnification

Client represents that it owns, or has the right to use, reproduce, or publish, any material provided to Pixologie. Client shall indemnify and hold Pixologie harmless from any and all liabilities, damages, claims, lawsuits or other legal proceedings, penalties, costs, attorneys' fees, and expenses which arise directly or indirectly, in whole or in part from, or relate to, the intellectual property of third parties related to subject matter supplied by Client to Pixologie, or for any use of photographs for which no release was requested, or for uses which exceed the uses allowed pursuant to a release.

Limitation of Remedies and Liability

As Client's sole and exclusive remedy for any nonconforming, defective, or incomplete services, Pixologie will use its reasonable efforts to correct or cure such nonconformity or defect. If Pixologie is unable to correct or cure such nonconformity or defect in the services, Client may receive a refund or service credit of a portion of the fees paid with respect to such project as is mutually deemed reasonable by both Client and Pixologie. As a condition precedent to any such refund to Client by Pixologie, Pixologie will be provided a reasonable opportunity and a reasonable length of time to correct or cure any nonconformity or defect. Requests for refunds must be made within 30 days of project completion.

Client understands that quality of scanning, transfer and digitization of materials can vary significantly depending upon the condition, texture and original film source and processing of submitted materials. In addition, Pixologie uses several different types of scanners to ensure the best outcome and consistency may vary from scanner to scanner.

Confidentiality

Pixologie will keep all Client information and materials confidential unless given permission to do otherwise, or unless ordered to disclose them by a court of competent jurisdiction. Pixologie reserves the right to refuse to reproduce any material it deems illicit or illegal. Pixologie further reserves the right to disclose such material to law enforcement if it deems that it is under a legal obligation to do so.

Scope of work

Best efforts will be made to complete this work according to the quoted fee. Actual time and cost may vary due to complexity of the project or unexpected delays. When that happens, Pixologie will keep Client apprised of any such cost increases or delays, and to the extent possible, will seek Client's consent before proceeding.

Storage of Media and Digital Files

Client shall pick up photos and other materials in a timely fashion after the project is completed or pay a storage fee (starting at \$20 per month). If not picked up, client materials may be disposed of after 60 days. Pixologie will save a digital copy of Client's materials, where applicable, for 30 days. After 30 days, the digital files will be deleted off Pixologie servers. Pixologie recommends Clients keep their original digital files along with two back-up copies (onsite and offsite of Client residence). It is the responsibility of the client to ensure they have adequate back-up of their digital files.

Force Majeure

Pixologie shall not be liable under these Terms of Service for damages occasioned by any failure to perform if such failure arises out of a condition which is beyond the reasonable control of Pixologie, including, without limitation, war, riot, civil disorder, fire, strikes, work slow-downs, accidents, actions of government or civil authority, delay in transportation, energy failure, equipment breakdown, delay of suppliers, inability to obtain necessary labor, materials or facilities, acts of God or any other causes beyond Pixologie's control.

Governing Law

The internal laws of the state of Wisconsin shall govern these Terms of Service, and all disputes arising therefrom. Any cause of action, claim, suit or demand by either party allegedly arising from or related to these Terms of Service or the relationship of the parties shall be brought in circuit court in Milwaukee County, State of Wisconsin. Both parties hereby irrevocably admit themselves to and consent to the jurisdiction of said court.

Contact Information

Pixologie welcomes your questions or comments regarding the Client Service Agreement.

Pixologie
2745 W. Layton Avenue, Suite 105
Greenfield, Wisconsin 53221

Email Address: contact@pixologieinc.com

Telephone number: 414-731-1881

Effective as of January 01, 2021