

JUMSPANZEE TERMS AND CONDITIONS

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement, and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting Jumpanzee's terms and conditions. "The Company", "Ourselves", "We", and "Us", refers to Jumpanzee. "Party", "Parties", or "Us", refers to both the Client and Jumpanzee, or either the Client or Jumpanzee. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of Jumpanzee's assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing U.S. Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Acceptance of Terms and Conditions

- The Client will provide acceptance by submitting the branding questionnaire & by paying the deposit
- There will be no commencement of work without acceptance.
- All concepts, names, source code, mockups, files, and artwork remains the property of Jumpanzee and will not be released to the client until the final invoice is paid in full.

Payment Terms

- A 50% deposit of the total is required prior to commencement of the project.

Payment Methods

- Credit/Debit Cards: All payments will be through either a) Wave, b) Paypal, or c) Stripe. Having an account with these services is not necessary to make a payment.

Termination

- Projects that are cancelled at Client's request prior to completion, will be invoiced for any work or expenses completed up to that point. At a minimum, the 50% deposit will not be refunded and will be considered payment for work undertaken for quoting, planning, creation of design concepts, mockups, and any other expenses incurred.

Client Changes

- Jumpanzee will base all preliminary design/work on details supplied by the Client in the initial order and will only accept limited additional rounds of modifications.

Deliverable Approval

- It is the Client's responsibility to ensure that the proofs supplied by Jumpanzee are accurate (i.e. content, spelling etc.).
- Jumpanzee must receive written deliverable approval before the final design is released to the Client.
- Jumpanzee is not responsible for inaccurate content once the proofs have been accepted by the Client.

Quality Control

- Jumpanzee is not accountable for variations that are outside our control. Due to the limitations with printing, stock, finishing (matt, gloss, coated, uncoated), and printing processes (PMS to CMYK color conversions) may have some color variations from what the Client will see on the screen and the final product.
- The Client acknowledges that Jumpanzee is a quick and affordable service for startups, bootstrappers, and small businesses; therefore, we have the right to deny any modifications or amendments that we deem beyond the scope of our services.

Design Credit

- Jumpanzee retains the right to reproduce, display, and publish the final design on its web site, portfolio, marketing, galleries, design periodicals, and other media or exhibits for the purposes of recognition of creative excellence or professional advancement and to be credited with creation of the final design in connection with such uses.

Privacy Policy

- Jumpanzee respects your privacy. We will not disclose any information you send us to any other third-party companies. This includes, but is not limited to, your email address, phone number(s), or postal address. Your personal information is held in strict confidence and will only be used for the purpose for which it was originally intended.
- Jumpanzee is committed to protecting your privacy. Only authorized employees within the company and partners, on a need to know basis only, use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

- Any information concerning the Client and their respective Client Records may be passed to third-parties. However, Client records are regarded as confidential and therefore will not be divulged to any third-party, other than our partners for the sole purpose of completing the Client's work. If legally required to do so, information will be divulged to the appropriate authorities. Clients have the right to request sight of and copies of any and all Client Records we keep on the provision that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services.
- We will not sell, share, or rent your personal information to any third-party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services, products, and future service offerings.

Disclaimer

- Jumpanzee makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies.
- The Client agrees not to hold Jumpanzee responsible for any loss or damages resulting from products and/or services it supplies. Any claim against Jumpanzee shall be limited to the relevant fee(s) paid by the Client.
- The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:
 - i. excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third-party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
 - ii. excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things, or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.
- You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs, and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely, or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents, and affiliates against any loss or damage, in whatever manner, howsoever caused.

- We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third-parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.
- You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website, you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.
- We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

General

- Jumpanzee reserves the right to change or modify any of these Terms and Conditions at any time. If any of these Terms and Conditions (or part of them) is void or unenforceable, it is taken to be removed and no longer forms part of the Agreement between Jumpanzee and the Client. The remaining terms and conditions remain in full force and effect.

Copyright Notice

- Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.