

# TERMS OF SERVICE

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Colourtech.com Terms and Conditions:

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## 1. ORDER APPROVAL

Customer is fully responsible for final proof and layout approval prior to the printing process. Colourtech.com is NOT LIABLE for errors in a final product caused by any of the following reasons: Misspelling, Graphics, Bleeds, Grammar, Damage Fonts, Punctuation, Wrong cuts, Incorrect or Missing Folds, Finished Product Size

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You acknowledge that Colourtech.com does not pre-screen Content, but that Colourtech.com and its affiliates shall have the right (but not the obligation) in their sole discretion to remove any Content that violates the terms of service or may otherwise be objectionable. You further acknowledge and agree that Colourtech.com may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of service; (c) respond to claims that the Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Colourtech.com, its users and the public.

## 4. GOVERNING LAW

Colourtech.com is operated by 519 Business Services Inc. and is based in Ontario. Any legal action or proceeding relating to or arising from your access to or use of this Site shall be instituted in Ontario. You agree to submit to the jurisdiction of Ontario courts and agree that venue in these courts is proper in any such legal action or proceeding.

## 5. LIMITATION OF LIABILITY

In no event shall Colourtech.com or its licensors, suppliers, or vendors, their officers, directors, employees, or agents, be liable for any special, incidental, indirect, or consequential damages of any kind, or for any damages whatsoever resulting from loss of use, data or profits, whether or not Colourtech.com has been advised of possibility of the damage, arising out of or in connection with the use or performance of the site or of failure to provide services that you order from Colourtech.com or its affiliates, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. In no event shall Colourtech.com be liable or responsible for any damages or consequences arising from or related to your inappropriate or unauthorized use of the site or its content.

## 6. INDEMNITY

You agree that you shall indemnify and defend Colourtech.com and all parties from whom Colourtech.com has licensed portions of Content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to (i) your breach of these Terms of Use or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporated into Products.

## 7. CUSTOMER SUBMITTED ARTWORK OR GRAPHICS

All artwork or designs and images must be provided in CMYK format. Colourtech.com is not responsible for any colour shift that occurs in conversions from RGB to CMYK color modes. All artwork, designs and images must be provided in minimum of 300 DPI and CMYK colour mode. Colourtech.com is not responsible for images printed as fuzzy, distorted or pixilated due to customer provided artwork. Additional fees may apply for the files larger than 30MB.

## 8. COLOUR PROOFING & MATCHING

Colourtech.com is not liable for colour matching or ink density on screen proofs approved by the customers. Screen proofs will predict design layout, text accuracy, image proportion and placement, but not colour or density. While Colourtech.com will try it's best to match the gradient density of each colour, Colourtech.com is not liable for the final appearance of a color. Application of UV Coating may effect or change the appearance of the printed colours. Colourtech.com is not liable for the final colour appearance of a UV product/s.

## 9. ENVELOPES AND LETTERHEADS PAPER EFFECT IN COLOUR.

Please note that because our letterhead and envelope paper stock is "uncoated", we recommend you not use colours with high colour density. By this we mean dark colours (black, purple, blue, brown, etc). Dark colours tend to get soaked into the paper if their colour values are too high. For best results, use light colours.

## 10. ORDER CANCELLATION

Orders are eligible for cancellation upon request via email until the earlier of 8 hours order or commencement of production, subject to applicable cancellation charges. A credit voucher is issued with a value equal to the cancelled job(s). The voucher will expire six months after initial activation. If job is cancelled charges for any labor hours (proof, graphics design, etc.) or administrative fees (credit cards fees, etc.) will be subtracted from your voucher. Minimum cancellation charge is \$50 plus any credit card charges. Once the order has been placed, No Refunds are issued for the Logo, and Graphic design services.

## 11. RETURNS AND REFUNDS

Since each order is unique to customer and has no re-sale value, All Sales Are Final. If we verify that we made an error, we will re-print the order. No Refunds or Credit. Customer must notify Colourtech.com within 5 business days of order acceptance to notify any defects discovered in the ordered product failing which Customer is deemed satisfied with the product. Where replacement is appropriate, Customer must first return 100% of the received product within 15 days (on their own expense) from the time when the ordered product delivery was taken. Our quality control department needs to inspect and verify that complaint is valid. All charges related to expedite printing (Rush Printing or Shipping) are NOT REFUNDABLE, including for those orders that are returned for any reason.

## 12. ORDER SHIPPING AND DELIVERY

Please note that all turnaround times are estimates. While Colourtech.com will use reasonable efforts to prevent delay of delivery schedules, in no case shall Colourtech.com be liable for any consequential or damages resulting from any delay in shipment or delivery. Orders are F.O.B. the Colourtech.com Plant, and customer shall have recourse only to its selected courier for any shipping issues. Colourtech.com shall not be liable for delays in shipments caused by weather conditions, shipping company delays, international customs issues or any other circumstances. Unexpected equipment failure, malfunction and or technical problems may delay the printing process. In case of delay caused by technical difficulty, rush charges/fees will be refunded or waived where applicable. However, technical difficulty will not be the grounds for order cancellation. Shipping rates for high quantity products depend on the customers access to a shipping dock and forklift, otherwise additional charges may apply.

### 13. CUSTOMER SUPPLIED INCORRECT ADDRESS

When a package is returned to Colourtech.com due to an error made by the customer in submitting the proper shipping address, Colourtech.com will reship the package with corrected address and charge an additional shipping fee for the shipment.

### 14. CREDIT CARD CHARGES

Order exceeding \$200 or greater may require an authorization form and copy of credit card and Driving license. Colourtech.com reserves the right to refuse service without disclosing a reason.

### 15. LINKS TO THIRD PARTY SITES

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### 16. COLOUR MATCHING

Because of differences in equipment, paper and inks and other conditions between colour proofing and production pressroom operations, a reasonable variation in colour between colour proofs and the completed job is expected, unavoidable and shall constitute an acceptable delivery. Colourtech.com will make every effort to produce a reasonable representation based on materials supplied by the customer; however, Colourtech.com does not guarantee colour matching. Unfortunately time to time there is a misrepresentation of colour due to soft proofing because of calibration of one monitor to another.

### 17. OVERRUNS AND UNDERRUNS

OVERRUNS and underruns not to exceed 10% of quantity ordered shall constitute an acceptable delivery.

### 18. INDEMNIFICATION

The customer affirms ownership or publication rights to all artwork, photos and other materials submitted for printing and agrees to indemnify and hold harmless Colourtech.com from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceeding that may be instituted against Colourtech.com on grounds that printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any persons right to privacy or other personal right, except to the extent that Colourtech.com contributed to the matter. The customer agrees to, at the customer's own expense, promptly defend and continue the defense of any such claim, demand, action or proceeding, that may be brought against Colourtech.com provided that Colourtech.com shall promptly notify the customer with respect thereto.

### 19. PAYMENTS

All orders to be prepaid by guaranteed funds. Examples of accepted methods of payments are: by a credit card through Paypal, by cleared funds in your Paypal account, in person by cash, by E-transfer through your financial institution online banking.

### 20. PAYMENT INFORMATION

Colourtech.com does not record, keep, or hold any credit card information on our servers, Paypal is responsible for that. Colourtech.com only record and hold information on jobs ordered: docket number, qty, paper type finishing, file and shipping info.