

# **JULIA PARHAM DESIGN**

## **TERMS AND CONDITIONS AND DATA PROTECTION:**

### **SCOPE AND OBJECT OF THE CONTRACT:**

These General Terms and Conditions govern the contractual relationship between the graphic designer Julia Parham, also referred to as „Parham Design“ (hereinafter referred to as the „Provider“), and her clients (hereinafter referred to as the „Client“) in connection with the use of the website and the provision of graphic design services. The terms and conditions apply to all offers, services, and contracts between the Provider and the Client, unless otherwise agreed in writing.

### **COPYRIGHT AND USAGE RIGHTS:**

All services provided by the Provider, including those from presentations (e.g., suggestions, ideas, sketches, preliminary drafts, scribbles, final artwork, concepts, negatives, slides), as well as individual parts thereof, remain the property of the Provider, along with the individual works and design originals, and can be reclaimed by the Provider at any time, especially upon termination of the contractual relationship. All copyrights to the graphic designs created by the Provider remain with the Provider unless expressly agreed otherwise. The Provider grants the Client a non-exclusive, non-transferable, and temporally and geographically (Europe-wide) limited right of use to the created graphic designs. The transfer, reproduction, or other use of the graphic designs by the Client to third parties requires the prior written consent of the Provider. Changes or modifications to the Provider's services, especially their further development by the Client or by third parties acting on behalf of the Client, are only permissible with the express consent of the Provider and, to the extent that the services are protected by copyright, of the author.

### **CONCEPT AND IDEA PROTECTION:**

By accepting the invitation, the potential customer and the Provider enter into a contractual relationship („Pitching Contract“). This contract is also based on the Terms and Conditions. The potential customer acknowledges that the Provider incurs costly preliminary expenses in developing the concept, even though it has not yet assumed any obligation to perform. The concept, in its linguistic and graphic parts reaching the level of a work, is protected by copyright law. The potential customer is not permitted to use or modify these parts without the Provider's consent, according to copyright law.

### **SCOPE OF SERVICES, ORDER PROCESSING, AND CUSTOMER'S OBLIGATION TO COOPERATE:**

All services provided by the Provider (especially all preliminary drafts, sketches, final artwork, proofs, blueprints, copies, color prints, and electronic files) are to be reviewed by the Customer and released by them within 7 (three) working days of receipt by the Customer. If this deadline passes without feedback from the Customer, they are considered approved by the Customer. The Customer shall promptly and completely provide the Agency with all information and documents necessary for the provision of the service. They shall inform the Agency of all circumstances relevant to the execution of the order, even if these become known during the execution of the order. The Customer shall bear the costs incurred by the Agency due to work having to be repeated or delayed as a result of its incorrect, incomplete, or subsequently changed information. Furthermore, the Customer is obliged to check the documents (photos, logos, etc.) provided for the execution of the order for any third-party copyright, trademark, or other rights (rights clearing) and guarantees that the documents are free of third-party rights and can therefore be used for the intended purpose. In the event of only slight negligence or after fulfilling its duty to warn, the Agency shall not be liable to the Customer for any infringement of such third-party rights by the documents provided. If the Agency is held liable by a third party for such an infringement, the Customer shall indemnify the Agency and compensate it for all disadvantages arising from third-party claims, especially the costs of appropriate legal representation. The Customer undertakes to assist the Agency in defending against any claims by third parties by providing all documents unrequested.

### **OFFER AND CONCLUSION OF CONTRACT:**

The offers of the Provider on their website are non-binding. A contract is only concluded by a written order confirmation or the provision of the agreed services.

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### **FEE AND PAYMENT TERMS:**

The fee for the graphic design services is based on the agreed prices or the prices stated on the website. Unless otherwise agreed, the fee claim arises for each individual service as soon as it has been provided. The Provider is entitled to request advances to cover its expenses. All services of the Provider that are not explicitly covered by the agreed fee will be remunerated separately. All cash expenses incurred by the Provider are to be reimbursed by the Client. The fee is understood to be a net fee plus value-added tax at the statutory rate. In the absence of an agreement in individual cases, the Agency is entitled to a fee for the services provided and the transfer of copyright and trademark rights in the customary amount. The fee is due for payment within 14 days of receipt of the invoice and without deduction, unless special payment terms have been agreed in writing in individual cases. This also applies to the invoicing of all cash expenses and other expenses. The goods delivered by the Agency remain the property of the Agency until full payment of the fee, including all ancillary liabilities. In the event of default in payment, the Provider is entitled to demand default interest at the statutory rate.

### **LIABILITY AND WARRANTY:**

The Provider shall only be liable for damages resulting from gross negligence or intent. The Provider does not warrant the accuracy and completeness of the graphic designs created by the Provider. The Client is obliged to inspect the graphic designs immediately upon receipt for defects and to report them in writing within 7 days.

### **OUTSOURCING:**

The Provider is at its sole discretion entitled to perform the service itself, to use knowledgeable third parties as vicarious agents in the provision of contractual services, and/or to substitute such services („outsourcing“). The engagement of third parties within the scope of outsourcing shall be either in the name of the Provider or in the name of the Client. The Agency shall carefully select such third parties and ensure that they have the necessary professional qualifications. Insofar as the Agency commissions necessary or agreed outsourcing services, the respective contractors are not vicarious agents of the Agency. The Client shall assume obligations towards third parties that go beyond the term of the contract. This expressly applies in the event of termination of the agency contract for good cause.

### **DEADLINES:**

Stated delivery or performance periods are only approximate and non-binding unless expressly agreed otherwise. Binding deadline agreements must be recorded in writing or confirmed in writing by the Agency. If the delivery/performance by the Provider is delayed for reasons beyond its control, such as force majeure and other unforeseeable events that cannot be averted with reasonable means, the obligations to perform shall be suspended for the duration and scope of the obstacle, and the deadlines shall be extended accordingly. If such delays persist for more than two months, the Client and the Agency are entitled to withdraw from the contract. If the Provider is in default, the Client may only withdraw from the contract after setting a reasonable grace period of at least 14 days in writing to the Provider and this period has expired fruitlessly. Claims for damages by the Customer due to non-performance or delay are excluded, except in cases of proven intent or gross negligence.

### **EARLY TERMINATION:**

The Provider is entitled to terminate the contract with immediate effect for good cause. Good cause exists in particular if (a) the execution of the service becomes impossible for reasons attributable to the Customer or is further delayed despite setting a grace period of 14 days; (b) the Client continues to violate essential obligations under this contract, such as payment of an overdue amount or cooperation obligations, despite written warning with a grace period of 14 days; (c) there are justified concerns regarding the credit worthiness of the Client, and the Client fails, upon request of the Provider, to make advance payments or to provide adequate security before the performance of the Provider. The Client is entitled to terminate the contract for good cause without setting a grace period. Good cause exists in particular if the Agency continues to violate essential provisions of this contract despite written warning with a reasonable grace period of at least 14 days to remedy the breach.

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## **TERMS AND CONDITIONS AND DATA PROTECTION:**

### **CONFIDENTIALITY:**

The Provider undertakes to treat all information and data received in the course of the business relationship confidentially and not to disclose it to third parties unless there are legal obligations to do so.

### **CHANGES TO THE TERMS AND CONDITIONS:**

The Provider reserves the right to change these Terms and Conditions at any time. Changes will be communicated to the Client in due time and will be deemed accepted unless the Client objects within 14 days of notification.

### **SEVERABILITY CLAUSE:**

Should individual provisions of these Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. Instead of the invalid or unenforceable provisions, an effective and enforceable provision shall apply which comes closest to the economic purpose of the invalid or unenforceable provision.

### **JURISDICTION AND APPLICABLE LAW:**

The applicable law of Nashville, TN applies to disputes arising from or in connection with this contract. The place of jurisdiction for all disputes is the registered office of the Provider.

As of: July 2023

### **DATA PROTECTION:**

The Customer agrees that their personal data (such as name/company, profession, date of birth, commercial register number, powers of representation, contact person, business address, and other addresses of the Customer, telephone number, fax number, email address, bank details, credit card information, VAT number) will be automatically determined, stored, and processed for the purpose of fulfilling the contract and supporting the Customer, as well as for the Provider's own advertising purposes, for example, for sending offers, advertising brochures, and newsletters (in paper and electronic form), and for the purpose of referring to the existing or former business relationship with the Customer (reference notice). The Customer agrees to receive electronic mail for advertising purposes until revoked. This consent can be revoked at any time in writing by email or letter to the contact details provided in the imprint.