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Terms & Conditions

These terms govern the agreement between you (the Client) and Paradux Media Group.

- 1. Project Definition** - These terms are to be read with the Quote ("Project Definition") sent to you, which outlines the services provided to the specific client ("Works") and fees ("Fees"). Additional terms are in the Quote. The agreement starts with your instructions and applies to all current and future projects. Any additional Works may incur additional Fees.
- 2. Your Brief** - You assure that your instructions and materials won't infringe rights. We agree to work promptly but need your cooperation for timely completion. Changes may affect Fees. You should keep copies of the materials provided.
- 3. Sub-contracting** - We may use subcontractors to ensure quality and completion. We're liable for subcontractors paid directly by us.
- 4. Fees and Expense Disbursement** - Fees exclude additional expenses like travel or purchasing items/media/services on your behalf. Payment is due upon Works delivery or as per the invoice. Disputes must be notified within 5 days.
- 5. Confidentiality, Intellectual Property, and Ownership of Works** - Your information is kept confidential. You assert ownership of materials provided to Paradux. Until payment is received, Paradux Media Group retains intellectual property rights in all Works created for you. Upon payment, ownership and intellectual property rights for the approved Works automatically transfer to you and all ownership and intellectual property become exclusively yours. Paradux Media Group relinquishes any rights to Works paid for, including marketing, content, branding, graphics, videos, social media accounts, writings, logos, websites, trademarks, and associated data. Paradux retains the right to display the Works in our portfolio.
- 6. Termination** - You or Paradux Media Group can end the recurring works agreement with three months' notice. We'll strive to finish ongoing Works smoothly. Termination may happen if there's a breach, lack of cooperation, or non-payment; in the event of non-payment, Paradux can end the agreement immediately if an invoice is 45 days past due.
- 7. Warranties, Liability, and Limitation on Damages** - We provide Recommendations in good faith, but you're responsible for their use. Our liability is limited to the current project's value or for website hosting, any amounts paid by you for our hosting services.
- 8. Data Protection** - We'll use your details for project purposes and may contact you for marketing. You're responsible for data compliance and indemnify us.
- 9. Electronic Communications** - We acknowledge risks in electronic communication, and each takes responsibility for protecting our interests.
- 10. General** - Only parties to this agreement can enforce its terms. Our rights under these terms are in addition to any other rights. Oregon Law governs the contract.
- 11. Website Hosting Agreement** - If you host your website with Paradux Media Group, you are also bound by WPMU DEV's Terms of Service as specified here: [<https://wpmudev.com/terms-of-service/>].

By accepting the quote, settling an invoice, or providing instructions, you acknowledge and agree to these terms.