

Terms & Conditions

Quotations

Please read these terms and conditions carefully. By accessing this site, and pages thereof, and by using MINDBODY ID Solutions (MBIDS) service you agree to be bound by the terms and conditions below and any statement on all web pages of the MBIDS website. If you do not agree to these terms and conditions, do not access this site, or any pages thereof, or utilize MBIDS services and information.

Accuracy of Specifications

Quotations are based on the accuracy of the specifications provided. MBIDS may return or deny a project at time of submission if copy, artwork or electronic files that do not conform to the information on which the original quotation was based.

Project quotes are valid for 30 days. If the project deviates from the original specification MBIDS reserves the right to review and modify the quote once final order specifications are confirmed.

Copyrights

The client warrants that:

- The subject matter to be printed is not copyrighted by a third party. The client also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce.
- The work does not contain anything that is libelous or scandalous, or anything that **threatens anyone's right to privacy or other personal or economic rights**. MBIDS reserves the right to refuse to print anything appears illegal, libelous, scandalous, improper, or infringing upon copyright law. MBIDS reserves the right to use its sole discretion in refusing to print anything that appears illegal, libelous, scandalous, improper, or infringing upon copyright law.
- No copyright notice has been removed from any material used in preparing the subject matter for reproduction. The client agrees to indemnify and hold MBIDS harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

Liability and Warranty Disclaimer

MBIDS warrants the work is as described in the agreed upon order. The client understands that all copy, proofs and preparatory work shown to the client is intended only to illustrate the general type and quality of the work.

Disclaimer of Warranties:

MBIDS warrants only that the work will conform to the description contained in the agreed upon order. **MBIDS's maximum liability whether by negligence, contract or otherwise, will not exceed the amount specified in the order.** Under no circumstances will MBIDS be liable for consequential damages.

Artwork/Proofs

Guidelines and specifications for submitting artwork are located at www.mindbodyonline.com/products/hardware/idsolutions. Up to 3 proofs are provided for the cost of the initial set up fee. If after three (3) proofs additional changes are requested by the client in the art and/or text submitted by the client, there will be an additional charge per proof.

Color Proofing/Proof Approval

A computer generated color proof is used to simulate how the printed piece will look. Because of the differences in equipment, plastic color, ink and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. Certain ink colors can vary after some production processes. Exact PMS color matches cannot be guaranteed. When variation of this kind occurs, it will be considered acceptable performance and the proof becomes a contract between the client and MBIDS. Either an electronic proof approval or faxed approval is required before work begins on any custom printed product.

Printing and Production Time

Printing turnaround time begins once your proof has been approved. For most orders, normal production time is approximately 5 working days. However, there is always a possibility that unavoidable circumstances may cause a delay in production. Large quantities, personalization, magnetic stripe encoding may require a longer production period.

Over-runs and Under-runs

Over-runs and under-runs are standard in the printing industry. While we attempt to provide an exact count, we reserve the right to ship 10% +/- and to bill accordingly.

Rush Service

Rush service, upon approval, is available at a 50% surcharge.

Terms

Terms are pre-pay due to the custom nature of all printed products. MBIDS accepts Visa, Mastercard, American Express, Discover, checks and money order.

Claims

Claims for defects, damages, or shortages must be made by within 3 business days after delivery. If no such claim is made, MBIDS and the client will understand that the order has been accepted. **By accepting the order, the client acknowledges that MBIDS's performance has fully satisfied all terms, conditions and specifications.**

Cancellations

Orders may be cancelled prior to press time or during production but the client will be billed and/or charged for time and materials at MBIDS's current rates.

Returns

Equipment, supplies and accessories cannot be returned without a return authorization number from MBIDS. A 15% restocking fee will be charged for authorized return goods. All products that are not suitable for customer use must be reported within 24 hours of receipt of the materials.

Advertising Products

MBIDS reserves the right to feature any product in its advertising or promotional material, unless otherwise specified by the customer in writing.