



INLET

TERMS OF SERVICE

Dated: 29/04/2024

1. Context and Interpretation

- 1.1. This "TOS", "Terms" or "Terms of Service", sets out the regulations and terms which govern, and are in legal operation, over the users of Inlet's Services, and us, Inlet; and defines the relationship between Inlet and any individual, organization or group who hires Inlet for any form of service. Inlet is based in the European Union, Republic of Bulgaria.
- 1.2. Hiring Inlet's Services entails entering into a contract. The contract contains information on the nature of the service. In these Terms of Services:
 - 1.2.1. The terminology defined in these Terms of Service, and all associated documents, shall have no other meaning but what is set forward in this section. These terms will be differentiated from incidental uses of the same word by means of capitalisation, except when expressly stated otherwise. To this extent, "fee" refers to the payment made in exchange for goods or services, whereas "Fee" shall refer to the explicit definition laid out in [1.2.10].
 - 1.2.2. "Terms" shall refer to this document, Inlet's Terms of Service, in its most recent state. Any Contracts formed before the Terms are changed will remain bound to the Terms as they were when the Contract was created.
 - 1.2.3. The terms "We", "Us" and "Our", whether capitalized or non-capitalised, shall synonymously refer to Inlet, its Services, content, personnel, etc.
 - 1.2.4. The "Client", "You" and "Your", whether capitalized or non-capitalized, shall refer to the individual, organisation or group who, or which, has employed Inlet's Services, and are in the receipt of the Product. In cases where these are not the same individual, group or organization, (perhaps, for example, as the provided resources are the property of another group or individual) then the term 'Client' shall apply to 'either' or 'both', depending on the context and relevant legal standing.
 - 1.2.5. The "Service" refers to any task or set of tasks ('Service' will not be pluralized even when multiple 'services' are being referred to) the Client has requested, such as defined at <https://inletzone.com/services> or any bespoke Services which may be requested and created by the Client, and any other form of provisions Inlet either does, has or will later provide to a Client.
 - 1.2.6. The term "Contract" will refer to a document, separate to this one, which outlines the Service the Client expects Inlet to carry out. It may also include other information such as Fees or deadlines, or it may not.
 - 1.2.7. "Upfront Fee" refers to a non-refundable pre-payment the Client will be contractually obligated to pay to Inlet for us to begin work on the Service.
 - 1.2.8. The "Product" refers to the resultant, 'completed' commission (document, asset, material, etc.) which Inlet creates (or has added to/worked on) as a result of the Client employing one of our Services. The Product is the result of the Contract, and is the artefact the Client is making to purchase when paying the Fee.
 - 1.2.9. Any number set within square brackets [such as this] is a reference to one of the clauses in these Terms, with the number within the square brackets being a reference to the numbers marked at the start of every clause. To this extent, [2.1.1] refers to the article two (2), clause one (1), sub-clause

one (1) below, starting: "Inlet cannot be held accountable for..." and all of the content of that paragraph. It may also contain a URL web address.

1.2.10. "Fee" refers to the payment/remuneration the Client will be contractually obligated to pay to Inlet for our work on the Service. This may include incremental payments as the work continues and payments made at the completion of the Service, as set out in the Contract.

1.3. These Terms apply both to Inlet and the Client at all times; the Contract becomes binding, both to Inlet and the Client, upon the Upfront Fee being paid by the Client.

2. Provision of Services & Basis of Contract

2.1. The process of hiring Inlet's services begins by getting in contact with us and explaining what Service you're in need of, as well as providing enough information for an expected deadline, quality and other details. Your inquiry will be reviewed and a Contract will be provided with an outline of the Service Inlet will work on.

2.2. You will review the Contract, and if you agree to it, paying the Upfront Fee makes the Contract binding.

2.3. During the process of the Service you have the freedom to ask for updates (in a reasonable amount).

2.4. The Contract defines the nature of what Inlet will provide for you, the Upfront Fee, all known Fees (whether known or average/estimates), and the projected time required for the Service to be completed.

2.5. Once a Contract is created, and after you have checked through the Contract to ensure the Service, Fee, deadline/time estimate and so on is permissible, you will then inform us that you agree to this Contract and will make the payment of the Upfront Fee to Inlet.

2.6. By opting to make the payment of the Upfront Fee, you implicitly agree to the most recent-dated (or otherwise expressly indicated) Contract created between you and Inlet, and our TOS.

3. Charges and Payment

3.1. All charges/Fees stated on our website, or otherwise quantified in any context other than in your individual Contract, are exemplary amounts only. The Fee will depend on the exact nature of the Service and Product required.

3.2. For Inlet to begin services, the Client will be required to pay an Upfront Fee, stated in the Contract. When the Upfront Fee is paid in full, the Contract then becomes valid and binding, as per the Contract and these Terms.

3.3. Inlet is in no way bound by the Contract if the Upfront Fee is not paid.

3.4. The Client can request a change to the design brief at any time, which will mean a change to the Contract. The updated Contract will have to be agreed upon by both the Client and Inlet for it to become binding, whereupon it overrides the Contract it is based upon.

3.5. Inlet is in no way bound to accept any changes in the Contract.

3.6. A change in the Contract is likely to change the duration of time required to complete the Service (deadline) as well as incur changes to the Fee as well as any other details. Any details that were once binding in the original Contract become void as the new (changed) Contract becomes binding.

3.7. In cases where a Fee (total price or the sum of incremental payments) is not known in advance, the Contract will include an estimate of the Fee. The Contract will explicitly state when a Fee is an estimate. Estimates are required when the nature of the work is more complex and unpredictable.

3.8. Once the Fee is paid in full, the Contract is finished, and the Product is delivered to the Client.

4. Copyright and Intellectual Property

- 4.1. All intellectual property rights in any materials provided by the Client to Inlet, for the purposes of hiring our Services and our completion of the Product, shall remain the property of the Client, but the Client thereby grants Inlet, a royalty-free, non-exclusive and non-transferable licence to use such materials, as required, until completion, termination or expiry of the Contract, for the sole purpose of enabling us to perform our obligations under the Contract.
- 4.2. All intellectual property created by Inlet (and which is directly ensuing from/for the Product of the Service) remains the property of Inlet, but Inlet grants the Client, upon the completion of the Service and full payment of the Fee, a license to use the intellectual property rights in the Product, alongside any other necessary property rights which the Client reasonably requires in order to exercise their rights and take the benefit of the Product that Inlet was hired for.
 - 4.2.1. Different licensing may apply in certain situations which are beforehand discussed with the Client, in the event when the Client wants full rights on a Product Inlet created for them (like a 3D model). All necessary licensing documents are provided at the completion of a Service.
- 4.3. Inlet may retain a copy of any Products created for any Clients across all time, regardless of any other considerations discussed or put forwards in the Contract, for our personal and legal records.
- 4.4. Inlet will never attempt, and shall take reasonable steps to prevent, any public announcements or unsolicited publication of the Product, original document or design brief, or any document associated with the Service of any kind, without the express permission of the Client.
 - 4.4.1. Inlet will take no responsibility for 'accessing' any file the Client provided us with, alongside permission to 'access' it, which we do not have legal permission to access, and which the Client does not have permission to grant.
 - 4.4.1.1. It is the legal responsibility of the Client to ensure that Inlet has all the necessary rights to modify and work with the provided files.
 - 4.4.1.2. Inlet will warn any Client we believe may be infringing on copyright, or other laws, and may refuse to continue work, should we have evidence that a copyright, or other form, of legal infringement is present, intended, or would be the result of the use, et cetera, of the Product. However, it is not our obligation or responsibility to do so.

5. Our Responsibility

- 5.1. In supplying our Services, Inlet promises to always:
 - 5.1.1. Be co-operative with the Client in all matters, and respond in a professional and timely fashion, and to be receptive and attentive to the Client's wants and requests.
 - 5.1.2. Perform the Service with all reasonable care, skill and diligence.
 - 5.1.3. Use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number, to ensure that the Client's desires are fulfilled in accordance with the Contract.
 - 5.1.4. Ensure that the Service shall conform to all descriptions and specifications set out in the Contract and in any associated 'brief' the Client gives, to within a reasonable degree, and without prejudice to any later ideas, which the Client may wish to have implemented.
 - 5.1.5. Comply with all applicable laws of the country from where we do our work.
 - 5.1.6. Provide all necessary files and documentation at the completion of the Service.
- 5.2. Inlet cannot be held responsible for any copyright issues or any other legal problems or loss of amenity of any kind, including loss of profits, loss of

business, loss of revenue, loss of or damage to goodwill, loss of savings (whether anticipated or otherwise) and/or any indirect, special or consequential loss or damage, generated by the creation, distribution or reception of the Product, or associated documents, if the legal fault is in direct or implicit response to a direction given by Client, design brief, Contract, or from any ensuing or precluding conversation with the Client, or one of their associates, about the Contract, Product or Service, or if the legal fault came by way of an occurrence, which it was not reasonably foreseeable by Inlet, with the information Inlet was given, or if it did not fall to within Inlet's direct purview to manage.

- 5.3. The Client shall indemnify, and keep indemnified, Inlet, and all personnel of Inlet, in full, against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonably legal, and other professional fees, awarded against, or incurred, or paid by Inlet as a result of, or in connection with, any claim made against Inlet for actual, or alleged, infringement of a third party's intellectual property or copyright protection, arising out of, or in connection with, the supply or use of the Service, Product or associated files, to the extent that the claim is attributable to the acts or omissions of the Client or any associated individual, organisation or group.
- 5.4. Although every care will be taken to minimize the presence of errors in a delivered Service, Inlet cannot be held responsible for a 'reasonable minority' of such errors going unnoticed - 'reasonable' encapsulating any 'non-significant', low number of minor errors which is realistic, given the nature and scale of the Service.
- 5.5. Inlet is not liable for delivery or communication problems derived from inaccurate contact information, lack of electricity or internet, spam filters, wrong e-mails or the Client's neglect to check their e-mails, or any other ensuing delivery problems that cannot be reasonably said to be Inlet's fault. It is up to the Client to provide proper contact information, as well as to follow through Inlet's inquiries about requirements of additional information of their order.
- 5.6. Inlet reserves the right to refuse to enter into a Contract or provide Service to anybody for any or no reason.
- 5.7. The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship, between Inlet and the Client, other than the contractual relationship expressly provided for in the Contract; likewise, neither us nor the Client shall have, nor represent that it has, any authority to make commitments on the other's behalf.
- 5.8. Access to the Product is only provided at the completion of the Contract, or at an event of Contract Termination, following [7.4.1], [7.4.2]. This involves files like (images, videos, documents, source code) as well as all applicable licenses. The Contract is not completed until the Fee is paid in full, under usual circumstance.

6. Inlet's Website, Cybersecurity and Fraud

- 6.1. The clauses within [6], regarding Inlet's website, cybersecurity and response to fraud, are intended for, and binding to, everyone who uses this site. However, it is not necessary to have 'visitors' to our site (viewers who look at, enter or pass through our website without hiring Inlet to provide a Service) confirm that they have read and agree to these Terms, as all the points within this document are standard legal practice.
- 6.2. The security of our machines, website, and 'presence' (online and offline) is as important as the security and confidentiality of our customers. Any attempts to give us, or infect our machines, website, or anything else of Inlet's ownership,

with malware, ransomware, phishing, fraud and other means of illicit software or activities, will be met with a swift response. Attempts of such will be tracked and reported to the authorities, under the Computer Misuse Act 1998. Sending us fake files, with a goal of infecting our equipment, will result in an immediate reaction, such as any possible legal response.

- 6.3. Attempts to 'hack into' our website are strictly prohibited, under the Computer Fraud and Abuse Act 1986.
- 6.4. Inlet owns the intellectual property rights for all material on this website (<https://inletzone.com>), under the Intellectual Property Act 2014. While you may view and/or print pages and information from these websites, for your own personal use, you are, unless explicitly allowed by Inlet, forbidden from:
 - 6.4.1. Republishing material from Inlet's website or one of its associated websites.
 - 6.4.2. Reproduce, duplicate or copy material from Inlet's website or one of its associated websites.
- 6.5. In the matter of communicating, or sending files between, you and Inlet, you acknowledge that no perfect security infrastructure exists, no data transmission is guaranteed to be 100% secure, and there may be some security risks, which fall outside the remit of what Inlet can reasonably prevent or control.
- 6.6. No use of Inlet's logo, or other artwork (including music, digital art, and creative media products, such as), will be allowed for linking absent a trademark license agreement, as per the Copyright Act 1968.
- 6.7. A link to our website, or any associated website, in any place and by any person, is prohibited, if the presence, location or context of that link:
 - 6.7.1. Reflects unfavourably on us or our associated Services.
 - 6.7.2. Is misleading, implying we offer Services, et cetera, we do not, such as work opportunities.
 - 6.7.3. Falsely implies Inlet's sponsorship, partnership (joint venture, agency, fiduciary relationship or other relationship), endorsement or approval of the linking party, its products or services.
 - 6.7.4. Inlet may request any link to our website, or associated website, to be removed from its place, and withholds the right to deny any party from linking to our website again.
- 6.8. Use of stolen credit card and/or any credit card fraud is considered to be a serious crime, in accordance with the Client Credit Act 1974.

7. Contract Termination

- 7.1. There are three reasons which may incur a premature termination of the Contract. 1) the Client has violated the Contract or these Terms [7.2]; 2) Inlet has violated the Contract or these Terms [7.3]; and 3) the Client wishes to willingly cancel their Contract [7.4].
- 7.2. If the Client acts, either during the creation of the Contract or during Inlet's completion of the Service, in such a way as to violate either the Contract or these Terms, the Client will be blacklisted, all Contracts concerning them are terminated without liability for refunds, and all future contact is disregarded. Inlet may complete and deliver the Service, to the extent it was already paid for, but no further feedback/changes/payments will be accepted. Examples of when the Client may 'violate' the Contract are if the Client:
 - 7.2.1. withdraws, without express written permission from Inlet, some or all of the Fee from Inlet's possession to any other location, from this Contract or any other;
 - 7.2.2. openly admits to, or is found to have, illegal intent, such the intent to commit copyright infringement with the Product or associated documents;

- 7.2.3. has deliberately gone to efforts to deceive and complicate the Service desired, such as writing it in an ambiguous or opaque way, or failing to effectively give accurate feedback, despite our best efforts to communicate our progress;
- 7.2.4. has acted, and continued to act despite warnings, in a disrespectful, hostile or disruptive way when communicating with us.
- 7.3. If the Services have been carried out, by Inlet, in such a way as to violate and infringe on either Terms or Contract, the Client will be offered a free re-attempt at delivering on the Contract, or a refund.
 - 7.3.1. There is no limit on the number of re-attempts permissible, so long as the reason for the invalidation of the contract remains valid.
 - 7.3.2. Examples of when Inlet might be said to have 'violated' the Contract are if:
 - 7.3.2.1. Inlet has significantly misread, misimplemented, or otherwise misunderstood the Client's requirements, as set down in the Contract, unless caused by a situation as in [7.2.3];
 - 7.3.2.2. Inlet takes more time to complete the Services than the deadline stated in the Contract, if any, without having given prior notice (deadline delays on their own are not grounds for Contract Termination);
 - 7.3.2.3. Inlet doesn't respond to correspondence from the Client, denies information in regards to the progress of the Product, drags out the duration of the Product's completion, by constantly changing the deadlines by an unreasonable amount in combination with the specified [7.3.2.1], [7.3.2.2] that would assert a pattern of malicious intent; and
 - 7.3.2.4. has acted, and continued to act despite warnings, in a disrespectful, hostile or disruptive way when communicating with the Client.
- 7.4. The Client can, at any time, cancel their existing Contract with Inlet with or without any reason, unless otherwise additionally agreed upon in specific scenarios.
 - 7.4.1. The Client has the right to the unfinished Product, so long as the Client pays any exiting additional Fees, if applicable, in the event where more work has been done, after a previously paid Fee for an agreed-upon progress.
 - 7.4.2. In the event the Client disagrees to pay any additional Fees after the cancellation of the Contract, an older version of the Product is to be delivered, if possible, that reflects the agreed-upon progress that was paid for.

8. **Refund Policy**

- 8.1. Inlet cannot be held accountable for delays which were caused by unforeseeable circumstances, such as loss of electrical power, loss of internet, loss of data, medical problems and so on. Inlet also cannot be held accountable for delays created by our inability to communicate with the Client.
- 8.2. The Client may ask for and be provided a refund (this in turn leads to the termination of their Contract). At such an event, it's up to our discretion on how much would be refunded, depending of a factor of circumstances.
- 8.3. Inlet does not guarantee a refund will be provided, if there is no legitimate reason to validate one, unless no work had been performed on the Product at the time we became aware of a desired cancellation of Services from the Client, in which a full refund is guaranteed.

- 8.4. In the event where Inlet is in breach of the Terms or the Contract in regards to Inlet's responsibilities of the hired service, a refund can be warranted by the Client.
- 8.5. All transaction fees are to be paid by the Client. The transaction fee for the payment of the Services will be in addition to the primary Fee; in the event of a refund, the transaction fee will be deducted from the refund. Unless otherwise discussed, the Client's right to ask for a refund, or be offered a free re-attempt, is void after five (5) working days have passed since the completion of the Service and delivery of the Product to the Client.
- 8.6. Upfront Fees are non-refundable, unless in cases of Contract Termination via violation by Inlet, as stated in article [7.3.2] and its clauses.