

Terms & Conditions

ImageEditing.Com is expert at delivering Clipping Path images, Image/Hair Masking images, Drop Shadow images, Image Manipulation, Retouching images, Vector images, Digital Photo Editing services. By accessing our website and using any of our services, you provide full consent to the following Terms and Conditions and you must abide by them.

I. INTRODUCTION

Simply put, this part is all about how 'Image Editing' website works.

- The following terms and conditions set out the basis on which 'Image Editing' ("We", "Us", "Our"), is prepared to supply clipping path generation, color mask generation, retouching and other graphics manipulation services as advertised from time to time, ("the Services"), to the purchaser, ("You", "Your"), via Our website at ImageEditing ("the Site").
- We reserve the right to amend these terms and conditions at our discretion from time to time. Any such amendments shall come into force 07 days after they have first been posted on the Site.
- These terms and conditions and the contents of any order submitted by you comprise the whole agreement between you and us in relation to each order that we accept from you to the exclusion of all other terms.
- By browsing the Site, creating an account or submitting an order, you agree to be bound by these terms and conditions.
- By submitting any order, you acknowledge that you have not relied on any statement, warranty or representation other than those which are made in these terms and conditions.

- We do our best to ensure all information on the Site is accurate but we reserve the right to update and change the contents of the Site at any time. All information on the Site is provided “as is” and you should independently verify any information before relying upon it.

II. GENERAL

This part will enlighten you about the basic but very important information for both parties regarding how to go about it.

- We will not pass on any information relating to you to any other company without your prior consent. We will use information collected from you for the purpose of fulfilling your orders.
- You are not entitled to assign or transfer to any third party any of your rights or obligations under these terms and conditions.
- If any provision or any part of any provision in these terms and conditions is held by any court of competent jurisdiction to be illegal, invalid, void or unenforceable for any reason then that provision, or part provision, shall be treated as having been deleted. The remainder of these terms and conditions shall continue to apply.
- Neither party shall be liable to the other for any failure to perform any of their obligations under these terms and conditions which is due to circumstances beyond their reasonable control.
- No waiver by either party of any breach by the other party of any provision of these terms and conditions shall be deemed a waiver of any subsequent breach of the same or any other provision.
- These terms and conditions shall be governed by the court of Bangladesh and you agree to submit to the non-jurisdiction of the courts of Bangladesh. (Image Editing Terms).

III. THE SERVICE

This part will talk about how you may get our service and what is the procedure.

- In consideration of your payment of the price for the services, we shall provide the Service in accordance with the following scheme:
- Using the tools made available to you on the Site, (the use of which is entirely at your own risk), you shall generate and submit to us a graphics file or files, in any format up to 10GB each and bigger than this will be decided through mutually agreed convenient process and submit a detailed description of the specific services required together with any special instructions using the JOB TICKET facility on the Site. The submitted files and the contents of your submitted JOB TICKET shall together constitute your order ("the Order").
- Upon receipt of each order, we shall check its contents for compliance with our published standards and our capacity to fulfill it. We shall then notify you by email to confirm acceptance of the order and, where appropriate, to confirm with you the agreed price payable and the applicable payment terms.
- Upon acceptance of the Order We shall use all reasonable commercial endeavors using industry standard graphics manipulation tools to carry out the Services specified in the order.
- We shall notify you by email when your order has been completed and the results are available for download from the site.
- Unless payment has been made in advance by credit or debit card We shall be entitled to invoice you for the price payable for the order upon delivery of the clipping path(s), and You shall pay the price in full, within [07] days of the date on the invoice or in accordance with the payment terms agreed with You at the time the Order was accepted.
- Each order submitted by you shall be subject to acceptance by us and such acceptance may be withheld at our absolute discretion.

- You may cancel any order prior to notification of its acceptance by us and we shall immediately refund any advance payment you have made in respect of that order. However, you may not cancel any order after notification of acceptance by us as the provision of the service in respect of that order will have commenced.
- Delivery times shown on the Site or specified in our acceptance of any order are estimates only. We shall not be liable for delays in delivery of the service caused by matters outside our control.
- All standard prices listed on the Site are subject to change without prior notice to reflect any increase in the cost to us. We shall use reasonable endeavors to draw your attention to any such increase in price before acceptance of your next order.
- We aim to protect legitimate credit card owners from fraud and therefore will report to the relevant authorities any person using or attempting to use a card without apparent authority.

III. WARRANTY AND LIABILITY

This section guides you about our liability to our customers delivering the goods just as you ordered.

- You warrant that all details you provide to us for the purpose of purchasing the service are correct, that the credit or debit card or any electronic cash, which you may use in payment for any order is your own and that there are sufficient funds or credit facilities to cover the cost of the services. We reserve the right to obtain validation of your credit or debit card details before providing you with the service.
- We warrant that each clipping path we generate for you pursuant to these terms and conditions shall comply in all material respects with the order. If any clipping path generated by us pursuant to these terms and conditions is demonstrated to our reasonable satisfaction to be defective, we will repeat the Services and generate and deliver to you a replacement clipping path which complies in all material respects with the order at no extra charge.

- This remedy is your sole remedy for breach of the warranty set out above and is offered subject to the defect having been caused by our default. We accept no liability for any defect in the order or any defect which has otherwise been caused by our reliance upon your instructions.
- Any claim based on any defect in the quality of any services supplied pursuant to these terms and conditions must be notified to us within 03 days of its delivery after which you will be deemed to have accepted the services as having been delivered in accordance with the order.
- We will use all reasonable endeavors to ensure that the Site remains available at all times. However, we cannot guarantee that the Site will operate continuously or will be error free. We therefore cannot accept any liability for any failure or non-availability of the site.
- We shall not be liable to you for any damage to or loss of any data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
- Our maximum aggregate liability to you in relation to any order shall in no circumstances exceed the price payable to us in relation to that order. Nothing in these terms and conditions shall be construed as excluding or limiting our liability for death or personal injury caused by negligence or liability for fraud.

IV. INTELLECTUAL PROPERTY

Here, you are briefed about how users/customers should not use the terms that have been used here without consulting us.

- You warrant and represent that you are authorized to submit orders to us together with all the graphics files contained therein. You agree to indemnify us and hold us harmless against all loss, damage, claims, demands, actions, costs, charges, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the possession or use by us of graphics files submitted by you as part of any order infringe the proprietary rights of any third party.

- The word Image Editing is a trade mark of Image Editing Service and should not be used without our prior written consent. All other trademarks used on the site are the property of their respective proprietors.

IV. Copyright

This part will tell you how important it is to keep all confidential information in a confidential nature for both parties.

- Even though images are protected by copyright, anyone is permitted to use copyrighted photographs in a fair way for the purposes of research, private study, review and put them on their website. The fairness of the dealing is weighed by considering the purpose, nature and extent of the use.

VI. SECURITY

This section guides you all the security concerns of ours as well as yours regarding browsing our website and how to protect information.

- You acknowledge that you are responsible for the protection of your computer system, hardware, software and data and those of third parties who may access or otherwise be connected to your computer system. Consequently, you accept responsibility for ensuring that all emails, programs or other data downloaded or otherwise received from the site or from us are free from viruses, worms, Trojans and all other forms of malicious code before using the same.
- We take reasonable steps to ensure that unauthorized third parties do not access data transmitted electronically to us or by us via the Site. However we cannot guarantee that such access cannot happen. Consequently, you accept the risk that data transmitted electronically by us or to us via the site may be intercepted or accessed by third parties who are unauthorized by us.
- We use “cookies” to identify users of the site and personalize their visit by customizing web pages for them and for collecting user information to enable us to provide the service and fulfill our obligations to customers.

VII. FREE TRIAL

- The 3 images that you will give to us for free trial will be safe and secured. However, we can use them in our website for our web sample work and marketing purposes after 90 days and you cannot sue us for using it in the future. Moreover, for services like - Neck adding, Shadow Creation & Clipping Path - we will do it for free. However, for the rest of the services, we will put water mark of our logo on your images and send them back to you. Once you approve it, you need to pay the money for your service to get your images.

VII. CONFIDENTIALITY

This part will tell you how important it is to keep all confidential information in a confidential nature for both parties.

- Each party agrees that they shall keep confidential all information of a confidential nature, (including trade secrets and information of commercial value), which may be disclosed to them by the other party pursuant to these terms and conditions, ("Confidential Information"), and agrees that they shall not, without the prior written consent of the disclosing party, use any 'Confidential Information' for their own purposes or disclose it to any third party PROVIDED THAT the receiving party shall have no obligations under this Clause to an extent that such information is public knowledge or is already known to the receiving party at the time of disclosure or subsequently becomes public knowledge other than by breach of these terms and conditions or subsequently comes lawfully into the possession of the receiving party from a third party.