



NotionsDesign

Terms&Conditions

Fluid Thinking. Solid Results.



Notions Design Company Pty Ltd Terms & Conditions

In consideration of the mutual covenants set forth in this Agreement, The Client and Notions Design Company Pty Ltd hereby agree as follows:

1. Brief, Specifications, Quote or Estimate

Is the confirmed emailed Brief, Specifications, Quote or Estimate rundown for client approval.

2. Additional Editing & Changes.

Any requested changes to the Brief, Specifications, Quote or Estimate shall constitute additional editing and incur additional charges or fees. All additional changes must be submitted and approved by both parties by email.

3. Delivery of Project.

Notions Design Company Pty Ltd will use all reasonable efforts in the development of the Project and endeavour to complete and deliver to the Client all files, media and materials related to the Project by a specified time both parties agree upon. The effective date of this agreement will be adhered to provided that payment and all requested instructions and material have been received by Notions Design Company Pty Ltd from the Client. Any delay in the completion of the Project due to actions or negligence of the Client, transportation delays, illness, or circumstances outside the control of Notions Design Company Pty Ltd may alter the delivery date. Notions Design Company Pty Ltd will make every reasonable effort to notify Client of any delays to the estimated delivery date as soon as possible.

3.1 Reproduction of Project.

Upon successful completion of all compensation terms and outstanding balances owed to Notions Design Company Pty Ltd.

The Client is granted full and unlimited reproduction rights to the Project.

Notions Design Company Pty Ltd retain the right to reproduce the Project in any form for marketing, future publications, competitions or other promotional uses. Notions Design Company Pty Ltd shall at no time reproduce the Project for use in commercial means or for-profit use.

The Client may not reproduce or otherwise use design mock-ups, draft ideas, sketches etc. created by Notions Design Company Pty Ltd during work on the Project but not included into the final version of the Project. Such artwork belongs solely to Notions Design Company Pty Ltd who may use it at our own discretion.

4. Ownership of Artwork and Source Files.

Except for the Client's Proprietary Material (defined below) contained in the Project, Notions Design Company Pty Ltd shall hold all right, title, and interest in all original artwork, whether in draft, mock-up, concept or final development for the Project. Specifically, but without limitation, Notions Design Company Pty Ltd shall hold all right, title, and interest in and to (1) all text, graphics or digital components of the Project (the "Content"), (2) all layouts, logos, structures or arrangements or other components of any materials presented to the Client that comprises the Project, (3) all literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content, and (4) all copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Project or any component or characteristic thereof. The Client shall not do anything that may infringe upon or in any way undermine the Designers' right, title, and interest in the Project, as described in this Paragraph 4. Notwithstanding the above, the Client shall retain and, Notions Design Company Pty Ltd shall have no



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proprietary rights whatsoever in all of the Client's intellectual property rights in any and all text, images or other components and/or materials owned by the Client, or which the Client has the legal right to use, that are delivered to Notions Design Company Pty Ltd, including but not limited to software, related documentation, the Client's marketing material, logos, and tag lines ("Client's Proprietary Material"). Notions Design Company Pty Ltd agree that they shall not use the Client's Proprietary Material for any other purpose than those expressly set forth in this Agreement.

5. Compensation.

In return for the Projects that are completed and delivered under this Agreement, the Client shall compensate Notions Design Company Pty Ltd, pursuant to the terms of the agreed upon Brief, Specifications, Quote or Estimate and Delivery Date (Exhibit A). In the event the Client fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Notions Design Company Pty Ltd have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) withhold all files, artwork, source, commitments or any other service to be performed by Notions Design Company Pty Ltd for the Client, (3) bring legal action. The Client is fully responsible for all material costs as outlined in Exhibit A, and accepts responsibility for all additional material costs that Notions Design Company Pty Ltd may incur in the development of this Project.

6. Confidentiality.

The Client and Notions Design Company Pty Ltd acknowledge and agree that the Specifications and all other documents and information related to the development of the Project, excluding however, the Client's Proprietary Material, (the "Confidential Information") will constitute valuable trade secrets of Notions Design Company Pty Ltd. The Client shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Notion's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

7. Limited Warranty and Limitation on Damages.

Notions Design Company Pty Ltd warrant the Project will conform to the Specifications. If the Project does not conform to the Specifications, Notions Design Company Pty Ltd shall be responsible for the timely correction of the Project, at Notions Design Company Pty Ltd' sole expense and without charge to the Client, to bring the Project into conformance with the Specifications. This warranty shall be the exclusive warranty available to the Client. The Client waives any other warranty, express or implied. The Client acknowledges that Designers are not responsible for the results obtained by The Client's use of any part of the Project. The Client acknowledges that Notions Design Company Pty Ltd are not responsible for fixing any problems, errors or omissions on the Project, once mass produced or after The Client has tested, proofed and approved the Project. Except as otherwise expressly stated herein, The Client waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Notions Design Company Pty Ltd as set forth in Exhibit A . This limited warranty shall become void and expire 30 days after the delivery of the Project by Notions Design Company Pty Ltd.

8. Availability of Materials, Logos, Graphics and other Collateral.

The Client agrees to make available to Notions Design Company Pty Ltd, for Notions Design Company Pty Ltd' use in performing the services required by this Agreement, such graphical elements and materials as the Client and Notions Design Company Pty Ltd may agree in writing for such purpose. Failure to provide Notions Design Company Pty Ltd with Materials in the requested formats may result in additional delays or fees in addition to those stated in Exhibit A.



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9. General Provisions.

9.1 Entire Agreement.

This Agreement contains the entire Agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing via email and approved by both parties hereto.

9.2 Binding Effect.

This Agreement shall be binding upon and endure to the benefit of The Client and Notions Design Company Pty Ltd and their respective successors and assigns, provided that Notions Design Company Pty Ltd shall not assign any of their obligations under this Agreement without The Client's prior written consent.

9.3 Waiver.

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

9.4 Good Faith.

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

9.5 No Right to Assign.

The Client has no right to sell, the Project, except upon the express written advance approval of Notions Design Company Pty Ltd, which consent can be withheld for any reason.

9.6 Right to Remove Project.

In the event The Client fails to make any of the payments set forth on Exhibit A within the time prescribed in Exhibit A, Notions Design Company Pty Ltd have the right to immediately cease all work on the Project until payment in full is paid.

9.7 Indemnification.

The Client warrants that everything it gives Notions Design Company Pty Ltd to include in the Project is legally owned or licensed to The Client. The Client agrees to indemnify and hold Notions Design Company Pty Ltd harmless from any and all claims brought by any third-party relating to The Client's Proprietary Material provided by The Client to Notions Design Company Pty Ltd including any and all demands, liabilities, losses, reasonable associated costs and claims including reasonable attorney's fees arising out of injury caused by The Client's Proprietary Material supplied by The Client to Notions Design Company Pty Ltd, copyright infringement, and defective products sold as a result of The Client's distribution of the Project.



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9.8 Use of Project for Promotional Purposes.

The Client grants Notions Design Company Pty Ltd the right to use the Project for promotional purposes and/or to cross-link it with other marketing venues developed by Designers.

9.9 Right to Style or to Make Derivative Works.

Subject to Section 4 above, Notions Design Company Pty Ltd have the exclusive rights in making any derivative similar works of the Project and any similarities between The Client's Project and future projects constitutes Notion's methods and style and shall remain the right of Notions Design Company Pty Ltd.

9.10 Attorney's Fees.

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual reasonable attorney's fees and reasonable associated costs, including expert witness fees.

9.11 Trademarks, Logos and other Intellectual Property Issues.

The Client is responsible for any Copyright or Trademark issues related to the creation and use of Project files by The Client. The Client shall be solely responsible for any Trademark or Copyright searches pertaining to the Project unless otherwise contracted for in the Specifications. Notions Design Company Pty Ltd will not knowingly copy other rightfully trademarked or copyrighted material.

9.12 Non-solicitation.

Both the The Client and the Notions Design Company Pty Ltd agree that while this Agreement is in force and for a period of twelve (12) months thereafter, they shall not directly or indirectly solicit or offer employment to any of the other's officers, employees, third party contractors and associates who have been involved in or associated with this Agreement without the other's prior written consent.



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Exhibit A

Payment and Working Schedule

1. Client agrees to pay a 50% Commencement Fee of "Agreed Price" for the implementation of the Project by the Designer.
2. Designer will start the work on the Project only after the full payment of the due Fee. The exact date when the Designer will actually start to work on the Project (Start Date) will not exceed 10 working days after the payment of the Fee. Client will be informed about the Start Date of the Project after the payment.
3. In "Agreed Days" after the Start Date the Designer will provide the Client with up to "Agreed Variants" of design to choose from.
4. Client should choose and approve one of the variants. Further work on the Project will be based on the chosen variant.
5. The Designer continues to work on the Project regularly sending the results to the Client for review and approval and make necessary alterations until the Client is satisfied with the result. The total number of reviews should not exceed 5 iterations.
6. The Designer delivers the resulting Project to the Client.
7. Further work on the improvement of the Project after the allowed number of reviews or working days is exceeded is possible only after the payment of additional fee quoted by the sales representative.

The Project may be delivered in electronic form via email or FTP download by the Client from the Designer's web server. The Designer is not responsible for safe storing the Project files after the end of limited warranty period as specified in clause 7 of the present Agreement. The following files are delivered as a part of the project:

Image files that constitute the design elaborated in a scope of the Project as described in the Specifications Source files for the above mentioned image files.

I have read and understood terms and conditions of the Graphic Design Agreement and hereby agree to abide by them. I also have thoroughly read and accepted Specifications for the Project located in the specification file "Notions Design Company Pty Ltd Brief" and or "Notions Design Company Pty Ltd Quote/Estimate"

Once the 50% commencement deposit has been made it will be deemed that the Client has understood and agreed to these Terms and Conditions.