

Standard Terms & Conditions

These Standard Terms & Conditions form an integral part of our work agreements. They provide the basis for an effective relationship between Creative Communication Solutions Ltd. (CCSL) and the Client, and may only be modified in writing, and with the approval of both parties.

Use of Work

The work carried out and materials created for this project shall not be used for any purpose other than what is described in the agreement without prior approval of CCSL. If the Client wishes to make additional use of the materials or ideas obtained there from, the Client must seek permission from CCSL and make payments as agreed by both parties.

In no circumstances may draft work be used or published by the Client as finished work or be used as a basis for completion by others, without the prior written consent of CCSL. CCSL's written consent is needed before the Client publishes CCSL's name.

Copyright and Ownership

Unless otherwise stated, all services provided and materials created for this project by CCSL shall be for the exclusive use and benefit of the Client, other than for the promotional use of CCSL.

CCSL is the first owner of all work or materials created during this project. Copyright, other intellectual property rights, drawings, mock-ups, models, artwork, specifications, computer disks, electronic files, software, documents and all other materials, including preliminary concepts, accepted or rejected elements, works in progress, and finished materials which have been created or provided by CCSL during this project shall remain CCSL's exclusive property unless otherwise specifically assigned in writing.

As set out in the agreement and upon payment in full of all fees and disbursements, the Client is entitled to specific usage rights for the reproduction of approved final designs, after which all materials shall be returned, unaltered, to CCSL within 30 days of use.

All intellectual property rights and materials shall remain CCSL's property, whether assigned or not, until CCSL's invoices are paid in full. Unless otherwise stated, CCSL retains the moral rights to all work created for this project.

CCSL retains all rights for use of the work or materials created for this project in any new or future media. If the Client acquires copyright or other intellectual property rights, CCSL shall, if requested, assist in the application for design and copyright registration. These costs shall be borne solely by the Client.

Conditions of Engagement

Quotes and proposals may be changed or withdrawn by CCSL at any time prior to the signing of an agreement. A signed agreement and a non-refundable 50% down payment are required prior to the start of the project.

The project will be scheduled once the down payment is received. Schedules or time estimates may change upon notification in writing by either party. Unless otherwise stated, 2-week notices shall be provided.

Design & Development Credits

CCSL may claim authorship of design or development work, and any published or manufactured work may bear a discreet credit to CCSL.

Project Commencement & Completion

Project commencement is contingent upon prompt proposal acceptance; completion is contingent upon timely Client input, which is defined as being within 24 hours of request (Monday to Friday, unless stated otherwise).

Once the final invoice is issued, the project is deemed complete. Additional work will be billed separately. The Client must have submitted all agreed upon materials (images, content etc.) before then or extra charges will apply.

Communication and Confidentiality

CCSL can be reached by phone from Monday to Friday between 9am and 5pm (MST). Email communication is preferred, helping both parties keep track of specific requirements and potential changes in project scope.

The Client agrees to provide any and all information having direct bearing on the successful outcome of the project. The Client also agrees to inform CCSL in writing of any portion of the project that is confidential. CCSL agrees to treat such information as confidential.

Payment Schedule

The Client will make a 50% down payment prior to work commencing; the balance will be due at project completion and before original artwork is supplied to the Client.

When a project exceeds 30 days, monthly invoices shall be issued for services rendered to date or as set out in the agreement. If the final invoice is not paid within 30 days, a 5% "delayed payment" fee will be charged. This 5% fee will be added upon each recurring 30-day period until the full amount has been received by CCSL.

Rushed or Prolonged Work

Any work required in advance of an agreed schedule or timetable, any shortening of the contract period, rush work outside of normal work hours, or additional fees and expenses incurred during a project due to Client delays or extensions shall be charged at a rate of \$180/hr.

Disbursements

The Client shall reimburse CCSL for out-of-pocket expenses and disbursements incurred by CCSL during this project as set out in the agreement. These expenses shall be billed at cost plus a 15% surcharge for account handling and supervision. Typical out-of-pocket expenses may include: typography; stockphotos; copies; presentation and artwork materials; digital proofs; digital file conversions; fax and phone charges; couriers, postage and shipping; software purchases required for specific and pre-approved dynamic features where it is more economical for CCSL to purchase such feature than to create it; travel, etc.

Estimates for reimbursable expenses are for budgeting purposes only. CCSL shall strive to work within budgets, but is not liable if expenses exceed estimates as a result of changes to the project scope. Upon Client's request at project onset, CCSL shall retain expenses records and make them available for review upon project completion.

Third-Party Contracts

CCSL may act on behalf of the Client to contract with other parties to provide additional services such as writing, photography, illustration, pre-press services, design, printing or programming. The Client agrees to be bound by such contracts, including credits and usage rights, for material reproduction that may be claimed by these third parties.

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Materials Provided by the Client

The Client shall provide accurate and complete information and materials to CCSL, and guarantees and warrants that the Client has all necessary rights, including copyright and waiver of moral rights in such materials, to permit CCSL to use them for the project.

Digital copy provided by the Client shall be readily usable. All copy, photographs, artwork and other source materials submitted by the Client must be of professional quality and suitable for reproduction without further preparation or alteration or additional fees may be charged by CCSL. If the Client has specific requirements for how electronic files are to be prepared, the Client shall inform CCSL at the outset of the project.

CCSL shall return all materials provided by the Client within 30 days of project completion and payment of all invoices.

Client Approval

The Client shall proofread and approve all elements of final designs and appoint a sole representative with full authority to provide necessary information. Approval must be provided as requested by CCSL and before the project can continue. All corrections shall be identified on proofs, artwork, or drawings and are to be returned to CCSL marked "OK" or "OK with correction," with the Client's initials and date.

Production

On all work where the Client assumes responsibility for production, printed proofs, cutting copies, prototypes and shop models must be approved by CCSL prior to use. CCSL shall be available at reasonable times to provide advice during the production period and for approval of minor modifications of the project, if needed.

When CCSL supervises or is responsible for production on behalf of the Client, the Client agrees to abide by CCSL's decisions.

When CCSL is responsible for production, both CCSL and the Client shall be governed by recognized trade standards and customs.

Revisions and Additions

Any revisions, additions, or alterations to the project scope and not included in any fee specified, shall be billed as additional services. Such additional services shall include, but shall not be limited to, changes in the extent of work, changes in the complexity of any elements of the project, and any changes made after approval has been given for a specific stage of design, documentation, or preparation of artwork. CCSL shall keep the Client informed of additional services that are required, and shall request the Client's approval for any additional services that cause the total fees to exceed the project estimated fees.

For website projects, CCSL will provide free minor updates during the 48 hours immediately following project completion. Such minor updates are limited to one hour of adding, removing or editing text or hyperlinks. All other tasks, including adding new pages, slides, menus and interactive functionality after project completion will be billed at additional costs.

Storage and Access

CCSL shall retain and store all final electronic files, finished artwork, drawings, and specifications for which specific

reproduction rights have been granted, for a minimum period of 12 months after completion of the project. CCSL is not responsible for information or materials lost or destroyed due to disk failure or other unforeseeable hazards. The Client may have to pay a reasonable fee if CCSL has to de-archive materials after project completion.

Modifications

No modifications or alterations to any designs, website, database or other work created by CCSL shall be made without written consent of CCSL. In the event that reprints are required, these shall not differ in any way from the originals supplied without the written consent of CCSL. Any modifications or alterations shall be carried out by or under the supervision of CCSL and shall be paid at a rate agreed to by both parties in advance.

Samples and Copies

The Client shall provide CCSL with a reasonable number of samples, specimens, or photographs of each printed or manufactured design. These samples shall represent the highest quality of work produced and CCSL shall have the right to use samples and make copies for publication, exhibition or other promotional purposes.

Warranty & Liability

CCSL warrants that the work provided to the Client by CCSL is original. CCSL agrees to indemnify the Client in the event of any claim based on the breach of this warranty.

No website or database can be made 100% secure as hackers constantly improve security circumvention measures and techniques. CCSL will abide to commonly accepted coding practices and ensure the database and website will be as secure as possible. The Client agrees not to institute legal proceedings against CCSL or request financial compensation in the event of database breach or other site malfunction that may result from errors or damages resulting from unauthorized access or use.

The Client will indemnify, defend, and save harmless CCSL against any claim, damages and expenses, actions or causes of action arising from or prompted by the use of any material supplied to CCSL by the Client or its agents, or errors or omissions in any work produced as per the Client's "OK".

All property belonging to the Client or its agents which is handled and stored by CCSL shall be done so at the Client's own risk. CCSL is not responsible for delays in delivery caused by acts of God, strikes, fires, floods or any other similar circumstances beyond CCSL's control.

Termination

This agreement shall end if either the Client or CCSL commits a breach and fails to remedy it within 14 days of receiving written notification specifying the breach and requiring its remedy.

If all Client communication stops for at least 180 days, the project can be cancelled in writing by CCSL.

On termination, cancellation or postponement of this project, or any part of it, for any reason, the Client shall pay CCSL for the work completed to date, and all expenses incurred. Any advance of fees will be credited against the amount due. In the event of termination or cancellation, CCSL shall retain the copyright even if the fees agreed to in advance have included the assignment of the copyright.