

jcarrington+associates

DESIGN | PRINT | WEB | MARKETING | COMMERCIALS

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www.jennifercarrington.com | 1.866.496.5838

Terms of service

By utilizing **jcarrington+associates®**. web site (www.jennifercarrington.com), design services and/or submitting a project via e-mail, phone fax or in person, to **jcarrington+associates®**. you ("THE CLIENT") agree to the Terms and Conditions of Use ("TERMS AND CONDITIONS") as outlined below. Please acquaint yourself with our TERMS AND CONDITIONS before submitting any order for artwork, logo design or multi-media design ("THE PROJECT"). If you do not accept these Terms and Conditions, you may not use **jcarrington+associates®**. design services, studio or web site(s). By submitting a project via our web site, or by delivering a FAX order form for THE PROJECT, you must agree to these terms by a) selecting a check box on our web site order form that confirms that you accept these terms or conditions and/or b) entering a check mark into the appropriate box on our order form which confirms that you accept our terms and conditions.

In the context of these TERMS AND CONDITIONS, schematic or preliminary designs "PRELIMINARY DESIGN(s)" refers to the first set of logo/artwork concept(s) presented to THE CLIENT by **jcarrington+associates®**. as part of THE PROJECT. In the context of these TERMS AND CONDITIONS, design revisions ("REVISION(S)") shall refer to changes to PRELIMINARY DESIGNS and/or new artwork, within THE PROJECT's original client brief, and AFTER presentation of PRELIMINARY DESIGNS. In the context of these TERMS AND 2 CONDITIONS, final designs ("FINALS(S)") shall refer to the artwork and/or logo design that the CLIENT has approved as a completed artwork, and the artwork that CLIENT wishes to take delivery of, as well as obtain copyright transfer of (if applicable). **jcarrington+associates®**. retains the right to utilize ANY artwork, designs, edits, revisions and work product from THE PROJECT in advertising, promotion and other, not- 21 Waterway Ave. Suite 300 Suite 300 | Woodlands, Texas 77380

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for-pay display. **jcarrington+associates®**.

Beginning a new logo/design project

1) **jcarrington+associates®**. will begin creation of a corporate identity logo design (THE PROJECT) upon receipt of a retainer fee from THE CLIENT that equals no less than 50% of the full billable amount, (if you are viewing this document off-line, you may request a quote by visiting our web site www.jennifercarrington.com Projects may require payment via paypal before scheduling. Projects ordered as Entry Level Projects require full payment upon submission of client brief before project will be scheduled.

Completion of new logo/design project

2) Upon completion of THE PROJECT, THE CLIENT agrees to remit the remaining balance of the project fee within 5 business days. Upon receipt of this balance, **jcarrington+associates®**. agrees to transfer all electronic files relating to THE PROJECT to THE CLIENT via previously agreed to method of transmission. **jcarrington+associates®**. will transfer ownership of copyright to the client, in writing, at that time **jcarrington+associates®**. retains the right to utilize ANY artwork, designs, edits, revisions and work product from THE PROJECT in advertising, promotion and other, not-3 21

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for-pay display. **jcarrington+associates®**. agrees to add a Trademark, Copyright or other ownership mark as may be requested by THE CLIENT from time to time.

Copyright and/or Trademark

3) Due to the complexities of international copyright and trademark law, **jcarrington+associates®**. will not be held liable should THE CLIENT be found to be infringing on an already existing copyright, trademark or service mark relating to the project name, description or service. All ARTWORK designs created during creation of THE PROJECT are ORIGINAL WORKS and can be protected by copyright.

Client supplied material

4) THE CLIENT agrees that any digital material, including but not limited to, images, photographs, graphics, text and illustrations supplied by the CLIENT for inclusion, incorporation and/or addition into THE PROJECT ("CLIENT SUPPLIED MATERIALS") are the property of THE CLIENT, or that THE CLIENT has taken the necessary steps to acquire permission of the legal copyright and/or trademark holder. THE CLIENT agrees to supply **jcarrington+associates®**. this permission, in writing, if requested. THE CLIENT also agrees to indemnify **jcarrington+associates®**. in the case that CLIENT SUPPLIED MATERIALS are found to be infringing on the copyright, trademark or intellectual property claims of the legal owner of this material. Throughout the duration of THE PROJECT, client warrants that any subsequent artwork supplied by THE CLIENT to 4 21 Waterway Ave.

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jcarrington+associates®. is the property and/or copyright of THE CLIENT, or THE CLIENT warrants that they have taken adequate steps to acquire permission to use this material in the completion of THE PROJECT from the legal copyright owner. If CLIENT is to supply any outside artwork and/or media, the CLIENT assumes full responsibility and indemnifies **jcarrington+associates®**. should this artwork and/or media become the subject of any legal action or ownership dispute **jcarrington+associates®**. reserves the right to refuse to incorporate artwork and/or other media supplied by the CLIENT for use in THE PROJECT, if it is **jcarrington+associates®**'s belief that use of such material is contrary to copyright law and the CLIENT will not submit proof of ownership and/or permission or a specific waiver and indemnity for use of said material. If CLIENT supplies **jcarrington+associates®**. artwork, illustrations, photography, designs, composites, sketches, drawings, without copyright notice, or signed permission for use of said copyright, and if such copyright notice cannot be verified, **jcarrington+associates®** reserves the right to waive copyright ownership claim, and subsequent transfer of same to CLIENT as part of THE PROJECT.

Payment and service terms

5) Once THE PROJECT has been initiated and PRELIMINARY DESIGNS created, all retainer payments made by CLIENT become non refundable pursuant to the refund policies outlined here. If THE CLIENT wishes to cancel THE PROJECT before presentation of PRELIMINARY DESIGNS for THE PROJECT, there will be a 15% administration service charge. If THE CLIENT wishes to cancel the project after PRELIMINARY DESIGNS have

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been posted or given to the client access, and before any REVISION requests have been made by THE CLIENT or executed by **jcarrington+associates®**, client may do so in writing. Such cancellation is subject to a \$75 service fee (ENTRY) or a 50% service fee (PROFESSIONAL, GOLD and PLATINUM) bundles) which will be deducted from monies paid by CLIENT and **jcarrington+associates®** will issue a refund for the remaining balance. After revision requests have been made by the client, and/or artwork revisions have been executed by **jcarrington+associates®**, and in the unlikely event that **jcarrington+associates®** cannot create a design that THE CLIENT will approve of, THE CLIENT may cancel THE PROJECT in writing at any time. The project then becomes subject to a „KILL-FEE“. This Kill Fee is an amount not less than 50% of the total amount of THE PROJECT's TOTAL billable amount. If, after canceling in writing by the client, 21 Waterway Ave. Suite 300 Suite 300 | Woodlands, Texas 77380

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any balance paid plus all works related to project become the exclusive property of **jcarrington+associates®**. and the project shall be considered closed. After the project is closed, any additional work on project will be subject to our standard unarchiving fee. In the event of a ANY job or project cancellation, any artwork created remains the exclusive intellectual property and copyright of **jcarrington+associates®**. unless ownership of said property released in writing by **jcarrington+associates®**. and the remaining balance of THE PROJECT's billable amount is remitted. Also, if THE PROJECT retainer payment was submitted via any credit card service, THE PROJECT is also subject to a \$45 administration and service fee should the project be canceled, for any reason, by the client, prior to approval and/or completion. Any billing dispute must be submitted to our 21 Waterway Ave. Suite 300 Suite 300 | Woodlands, Texas 77380 Customer Service Department.

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Customer Service Department.

Revision Fees:

A revision is a design change and one that is not related to misspellings or grammatical errors on the behalf of jcarrington+associates®.

jcarrington+associates®, will send proof(s) for review. ALL corrections will be made during the first revision session. Any changes made after the first revision approval may accrue a \$20 fee each. No revisions or refunds can be made once the design has been approved and send to production.

THE CLIENT will allow 3 business days for completion of each design.

THE CLIENT will also allow for at least 9 business days from the approval of the design for shipping for your final product.

7 21 Waterway Ave. Suite 300 Suite 300 | Woodlands, Texas 77380 Project Scope

Project Scope

6) No further changes in the PROJECT scope may be requested by THE CLIENT, after PRELIMINARY DESIGNS have been presented. Such changes include, but are not limited to, company name and/or type of business. Such changes require a new PROJECT submission (project brief) and the creation of a new set of PRELIMINARY designs. REVISIONS (outlined in package details) of any PRELIMINARY design must be within the original scope of the PROJECT brief as submitted to

jcarrington+associates®, by THE CLIENT, prior to presentation of PRELIMINARY DESIGNS. Any public publishing of PRELIMINARY DESIGNS or REVISIONS by THE CLIENT, or if THE CLIENT makes said web site available on the „World Wide Web“ (THE INTERNET) through placing of any PRELIMINARY or REVISIONS artwork on a server other than **jcarrington+associates®**. preview server, and making this IP address available to Internet traffic, constitutes FULL acceptance of ANY and ALL material related to THE PROJECT. Client agrees to pay ALL remaining balances at that time. Any further edits, or revisions to THE PROJECT will be subject to additional hourly billings and/or charges to THE CLIENT, as outlined in our current pricing lists.

7) In the course of THE PROJECT, **jcarrington+associates®**. will remain in contact with the client regarding edits, revisions and scheduling. If THE CLIENT fails to provide necessary feedback to **jcarrington+associates®**. regarding any edits and/or revisions within 28 days, THE PROJECT may

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be subject to removal from our servers and placement in our STALE DATED database. Any STALE DATED project is subject to a \$75 (\$US) reactivation and unarchiving fee. This fee is at the sole discretion of **jcarrington+associates®**. On restart THE PROJECT, any deliverables will be subject to the terms of the package originally ordered, but deliverables of said PROJECT will be subject to the most current version of the package as listed on our web site. If deliverables advertised in a manner other than our web site, vary from the details listed on our web site, the descriptions featured on our web site (www.jennifercarrington.com) shall be considered correct.

8) If THE CLIENT fails to communicate with **jcarrington+associates®** regarding any initiated project for a period of more than 90 days, such project will be canceled, and any retainers or deposits shall be applied as a KILL-FEE as outlined elsewhere in this document. No further edits, revisions, file transmission or online image storage will be undertaken by **jcarrington+associates®** after that date. Further activation of this project will be subject to new project activation, project submission, retainers and deposits as outlined in our current pricing schedules, unless specifically waived, in writing by an authorized representative of **jcarrington+associates®**.

9) Further, if THE CLIENT, after 60 days from project submission, and after initial preliminary designs have been displayed, wishes to alter original scope of project, as outlined in project submission forms, including, but not limited to, name change, type of business change, theme of business change, specifically requested illustration change, then such project shall be deemed a new project and subject to new retainer payments as per current pricing schedules. Previously paid retainers and/or balances shall be applied as KILL FEES to original project, and any new retainers and/or balances shall be applied to new project as requested by THE CLIENT.

change, specifically requested illustration change, then such project shall be deemed a new project and subject to new retainer payments as per current pricing schedules. Previously paid retainers and/or balances shall be applied as KILL FEES to original project, and any new retainers and/or balances shall be applied to new project as requested by THE CLIENT.

Project 'work product' and unused material/designs

10) All artwork, designs, edits, revisions and work product created in THE PROJECT (other than the FINAL design accepted by THE CLIENT as being the subject of this agreement) remain the exclusive copyright and intellectual property of **jcarrington+associates®**. Any use of this work project by THE CLIENT and/or their assigns is strictly prohibited without written, prior permission by **jcarrington+associates®**.

11) **jcarrington+associates®**. is NOT liable for any damages or expenses incurred by the client in the use of artwork created in THE PROJECT by third parties, unless said third party is contracted by **jcarrington+associates®**. as a „work-for-hire“ vendor, or in direct professional consultation with **jcarrington+associates®**. Such consultation is subject to fees as agreed to by THE CLIENT and **jcarrington+associates®**. By contracting **jcarrington+associates®**. to create THE PROJECT as outlined in these terms and conditions THE CLIENT agrees to abide by the terms and conditions contained therein. For further information on any of our terms and conditions, please contact us.

Design Credits 10 21 Waterway Ave. Suite 300 Suite 300 | Woodlands, Texas 77380

Design Credit have no cash value and can only be utilized towards a design project by **jcarrington+associates®** as a „retainer“ on new design project or as a credit that can be subtracted from the total charges of a design project. Any hourly credit must be used within 1(one) year of client receipt of final logo design files. Please note – due to copyright and ownership protocols, any remaining balance of project must be paid before any additional work, project or design containing finalized logo can be initiated, including additional design work that is included in the package ordered.

Terms and conditions specific to Logo Repair Packages:

- 1) Our Logo Repair Packages only include clean-up, rendering and formatting and do not include any design, preliminary design work or concepts. For a logo project requiring any of these design steps, please see one of our custom Logo Design Packages,
- 2) **jcarrington+associates®**. reserves the right to determine if a logo repair project qualifies for either a Basic or Complex repair. For assistance on your particular project, please contact our client support. As well, **jcarrington+associates®**. reserves the right to refuse any logo repair project if the source material (files, sketches and/or digital images) are not developed or rendered to a point that allows us to work from the submitted material. Once a Basic Logo Repair project has been initiated by client through submission of the appropriate order forms, all monies paid for said project become non-refundable unless;

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2 a) if, before any design work has been initiated,

jcarrington+associates®. determines that project submitted does not qualify for a Logo Repair project, the client, at their option, may submit a new Custom Logo Design project. Such submittal will be treated as a new project and can be submitted in conjunction with an adjustment of pricing, appropriate terms and conditions.

3) Before engaging **jcarrington+associates®**. for our logo repair services, you must warrant that you have the rights to the artwork being repaired, and that use of such work, to the best of your knowledge, does not infringe on the copyright of others. As the original artwork is supplied by the client, **jcarrington+associates®**. does not claim, nor can we transfer, copyright of same for any artwork created during the performance of Logo Repair services. **jcarrington+associates®**. reserves the right to refuse any logo repair project if we believe that said project infringes on the Copyright and/or Trademarks of other parties. See our terms and conditions for more information.

4) Turnaround on design revisions is approximate and based on complexity of Logo Repair. The Stationery Design portion of any PLUS packages (stationery included) is delivered according to our standard Stationery Design Package turnaround schedules. Any Stationery Design concepts, layouts or presentations cannot be initiated until project logo has been approved by client. 12 21 Waterway Ave. Suite 300 Suite 300 | Woodlands, Texas 77380 Terms and conditions specific to 3 Hour Rush Render Packages:

Terms and conditions specific to 3 Hour Rush Render Packages:

5) Timing: The 3 Hour time frame listed in our Rush Render Service refers to projects submitted before 9 am (EST) and the delivery of preliminary designs within a 3 Hour time frame after such submittal. For any project submitted outside business hours (9 am EST to 6 PM EST) preliminary designs will be presented to client within three hours of the start of **jcarrington+associates®**'s next business day. For any Rush Render project submitted after 9 am (EST), but within our standard business hours, preliminary logos will be presented within 3 hours of the start of next business day unless 3 Hour scheduling is available. Once a Rush Logo Render project has been initiated by client through submission of the appropriate order forms, all monies paid for said project become non-refundable unless:

6 a) if, for any reason, **jcarrington+associates®** fails to deliver preliminary designs within the 3 Hours as listed above, we will „downgrade“ the project to an appropriate Logo Repair project (as listed in the project's Logo Assessment form) and will refund the client the difference in amounts paid for a standard logo repair or;

Service guarantee

Standing Behind Our Work. Service Guarantee and Refunds

We're sure that we can develop a logo that you'll be thrilled with, but if we are unable to meet your expectations with your preliminary designs, you may cancel your project and we'll refund your account (less fees). 21

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Simply let our client support department know (AFTER presentation of first round of preliminary designs and BEFORE the presentation of revised designs and/or new versions based on your feedback) that you wish to cancel your project in writing, and we'll issue an immediate refund (less a fees)

Logo /Design Project Cancellation

What follows are the cancellation policies of **jcarrington+associates®** as they apply to various stages of the logo design process. These policies deal specifically with project cancellation and are part of our general terms and conditions. Should you have any questions about our terms and conditions or our cancellation policies, please contact our studio.

Cancellation after presentation of revisions and/or new unique versions

If, after the posting of preliminary designs AND the posting of revised designs and or unique versions (based on your feedback), and you wish to cancel your project, you or your account will be subject to a,, "kill fee" based on the type of project that you have ordered. This Kill Fee is an amount not less than 50% of the total amount of the project's total billable amount (Professional, Professional Plus, Gold, Gold Plus and Platinum design packages only). Any Entry Level packages that are canceled after creation of and/or presentation to The Client of Preliminary Designs are subject to a, "Kill Fee" that is the full amount of the package paid to date. After cancellation, client may, at their discretion, select one (1) design for finalization. Such finalization is subject to the terms of the original project; if the project is an Entry Level Project, no additional funds will be required. If the project is a Professional, Gold or Platinum project, such finalization is subject to the payment, by the client, of the remaining balance of the project. Once client has finalized project, and paid remaining balances, **jcarrington+associates®** will prepare appropriate file formats of the final selection and deliver said material to the client, as per original agreement.

If, after canceling in writing by the client, a final design is not selected within 30 days, nor remaining balance paid, all works related to project become 21

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the exclusive property of **jcarrington+associates®** and the project shall be considered closed. After the project is closed, any additional work on project will be subject to our standard unarchiving fee. In the event of a ANY job or project cancellation, any artwork created remains the exclusive intellectual property and copyright of **jcarrington+associates®** unless ownership of said property released in writing by **jcarrington+associates®** and the remaining balance of the project's billable amount is remitted. Also, if the project retainer payment was submitted via any credit card service, the project is also subject to a \$45 administration and service fee should the project be canceled, for any reason, by the client, prior to approval and/or completion. Any billing dispute must be submitted to our Customer Service Department.

6 b) if, before any design work has been initiated, **jcarrington+associates®** determines that the project submitted does not qualify for a Logo Repair project, the client, at their option, may submit a new Custom Logo Design project. Such submittal will be treated as a new project and can be submitted in conjunction with an adjustment of pricing, appropriate terms and conditions.

Certain terms and conditions for multi-media and/or web design may vary. If you are submitting a flash animation, web site, or multi-media project, please see here.

If a client wishes to cancel a website account after the project has been completed is subject to do in writing via email jca0000@yahoo.com . After said client has submitted desire to cancel in writing the account holder/client will be responsible for any remaining balance, kill fee/cancellation fees. A canceled project is considered closed to client and the website deleted. Once deleted the project cannot be re-opened. If the desire to re-open a project the client must submit a "New Project" request and be subject to new project costs. Canceled website project(s) in whole or in part become sole property of **jcarrington+associates®** for the use of advertisement purposes only. The domain name initially provided by **jcarrington+associates®** can be individually or as a part of an initial package, may be purchased separately from a canceled project . The client must notification to **jcarrington+associates®** at time of cancelation if domain purchase for transfer is needed. If a domain name purchase is desired the client must complete the purchase process form and provide



jcarrington+associates® with contact and billing transfer information upfront before a valid transfer. Policies are subject to change without notice.