



Design Terms and Conditions

By accessing COHESION MEDIA & DESIGN LTD. services you agree and acknowledge to be bound by these Terms of Service. If for any reason you do not agree with the Terms and Conditions as stated below, please do not access this site or proceed with services with COHESION MEDIA & DESIGN LTD.

COHESION MEDIA & DESIGN LTD. reserves the right to change the Terms and Conditions at any time without notice. You are responsible for reviewing the Terms and Conditions for any changes and continued use of COHESION MEDIA & DESIGN LTD.'s services constitutes your consent to these changes.

1. DEFINITION OF TERMS

- 1.1. The Client – the entity, company or person that enters into a contract with COHESION MEDIA & DESIGN LTD.
- 1.2. The Work – the subject matter of the contract between the Client and COHESION MEDIA & DESIGN LTD.

2. FEES

2.1. Fees Payable

A non-refundable payment of the deposit is considered to be acceptance of a mutual contract and acceptance of the Terms and Conditions as stated in this document. The remaining amount agreed to verbally and stated on the invoice, shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereof. COHESION MEDIA & DESIGN LTD. reserves the right not to begin the Work until the said deposit has been paid in full.

3. DISCLAIMERS

3.1. Maintenance and Correction of Errors

COHESION MEDIA & DESIGN LTD. makes every effort to ensure the final product is free of any errors, before giving the final product to the Client. It is agreed that it is the Client's responsibility to ensure that there are no errors contained in the final product. It is agreed that COHESION MEDIA & DESIGN LTD. is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public. It is the Client's responsibility to review the final proof and layout of all orders prior to actual printing.

3.2. Colour Matching & Proofing

COHESION MEDIA & DESIGN LTD. cannot be held responsible for matching colors or ink densities on screen proofs approved by customers. Screen proofs can be used to help display layout, text accuracy, and image placement and proportion, but not color or density therefore, COHESION MEDIA & DESIGN LTD. cannot be held responsible for the final appearance of a color. Please Note: Files printed in CMYK process may print differently than colors displayed on your screen or from your desktop/digital printer. Since each machine is calibrated differently, colors may also vary slightly from the original printing to each reprint of the job. If color matching is important to you, COHESION MEDIA & DESIGN LTD. strongly suggests you consult with a printer about printing your piece using Pantone colors or on a special print run. Pantone colors that are converted to CMYK will shift in color. COHESION MEDIA & DESIGN LTD. cannot be held responsible for shifts in color in CMYK process printing.

3.3. Management of Files

COHESION MEDIA & DESIGN LTD. will archive digital files of completed project work as a free service for Clients for a period of 12 months. You may request copies of your final artwork after the 12-month period (print-ready PDF only, not digital masters), however the search, retrieval and distribution of physical and/or electronic files from archives can be time consuming and subject to a nominal fee. Please note that in some situations, archived files may not be accessible, due to incompatibility with current computer software and/or storage media deterioration or corruption. COHESION MEDIA & DESIGN LTD. will take every care to preserve all digital files, however COHESION MEDIA & DESIGN LTD. cannot be held responsible for re-producing work free of charge in the event that files cannot be recovered. COHESION MEDIA & DESIGN LTD. does not use Microsoft programs for design, and as such are not supplied as copies of your files in these formats - only professional design software is used.

3.4. Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued. COHESION MEDIA & DESIGN LTD. is not bound to honour offers that have expired. Offers are not legally binding until both parties have agreed an acceptable timetable for the work. This timetable must be agreed within the month that the offer is valid. If both parties have not approved an acceptable timetable within one month of the offer being made, the offer is deemed to have expired.

3.5. Copyright

Until full payment has been made, COHESION MEDIA & DESIGN LTD. retains ownership of all original artwork or parts contained therein, whether preliminary or final. Other than digital masters for the logotype and stationery templates (which will be supplied to the Client in a suitable digital file format), all computer disks, electronic files, software documents, fonts, and digital materials generated by COHESION



MEDIA & DESIGN LTD. in the course of a project, and copyright pertaining to same, remain the property of COHESION MEDIA & DESIGN LTD..

- 3.5.1. COHESION MEDIA & DESIGN LTD. retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the Client will be given any necessary credit for usage of the project elements.
 - 3.5.2. The Client agrees to provide COHESION MEDIA & DESIGN LTD. with text, images, graphics, photographs and other material which does not infringe upon the rights of any third party or copyright legislation.
 - 3.5.3. Copyright laws also pertain to the content you submit to COHESION MEDIA & DESIGN LTD.. Unlicensed or misuse of copyrighted material from books, magazines, newspapers, photographs, web content, writers, artists, composers, publishers, and other authors is strictly prohibited. COHESION MEDIA & DESIGN LTD. will not assume the responsibility of checking the content of its Client's submitted materials for copyright violations. Therefore, COHESION MEDIA & DESIGN LTD. will not be held accountable for any illegal use of copyrighted material by its Clients.
- 3.6. **Creative Strategy**
Graphic design, strategy, photography and marketing are all highly creative and subjective art forms. As such COHESION MEDIA & DESIGN LTD. takes every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however COHESION MEDIA & DESIGN LTD. cannot be held responsible for variations between expectation and outcome.

4. COMPLETION OF WORK AND PAYMENT

4.1. **Completion of Work**

COHESION MEDIA & DESIGN LTD. warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. COHESION MEDIA & DESIGN LTD. will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. COHESION MEDIA & DESIGN LTD. will not undertake changes to the specifications of the Work, which would increase the cost, without prior written authorization from the Client.

4.2. **Supply of Materials**

The Client is to supply all materials and information required for COHESION MEDIA & DESIGN LTD. to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, COHESION MEDIA & DESIGN LTD. has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, COHESION MEDIA & DESIGN LTD. has the right to invoice the Client for any part or parts of the Work already completed. If the Client fails to provide materials to COHESION MEDIA & DESIGN LTD. within 21 days of a request from COHESION MEDIA & DESIGN LTD., none of the monies received for the Work to date will be refunded.

4.3. **Approval of Work**

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify COHESION MEDIA & DESIGN LTD., in writing (email), of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work, which has not been reported in writing to COHESION MEDIA & DESIGN LTD. as unsatisfactory within the 7-day review period, will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the balancing payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

4.4. **Rejected Work**

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by COHESION MEDIA & DESIGN LTD. to remedy any points reported by the Client as unsatisfactory, and COHESION MEDIA & DESIGN LTD. considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and COHESION MEDIA & DESIGN LTD. can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.5. **Payment**

Upon completion of 7-day review period, COHESION MEDIA & DESIGN LTD. will invoice the Client for the remaining balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 30 days of the date that the invoice was issued. All completed work must be paid in full before additional work commences.



4.6. **Remedies for Overdue Payment**

If payment has not been received by the due date, COHESION MEDIA & DESIGN LTD. has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received.

5. **INTELLECTUAL PROPERTY**

5.1. **Offers and Proposals**

Offers and proposals made by COHESION MEDIA & DESIGN LTD. to potential clients should be treated as trade secrets and remain the property of COHESION MEDIA & DESIGN LTD. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from COHESION MEDIA & DESIGN LTD. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

6. **RIGHTS AND RESPONSIBILITIES**

6.1. **Right to Terminate**

COHESION MEDIA & DESIGN LTD. reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Works, or any material is illegal, immoral or otherwise unacceptable.

6.2. **Events Beyond the Control of COHESION MEDIA & DESIGN LTD.**

COHESION MEDIA & DESIGN LTD. will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of COHESION MEDIA & DESIGN LTD.

6.3. **Supply and Pricing of Services**

COHESION MEDIA & DESIGN LTD. reserves the right to use whoever it feels appropriate at the time for third party services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

7. **INTERPRETATION**

7.1. **Jurisdiction**

This Agreement shall be governed by the laws of Canada, which shall claim venue and jurisdiction for any legal action or claim arising from the contract between COHESION MEDIA & DESIGN LTD. and the Client. The said contract is void where prohibited by law.

7.2. **Survival of Contract**

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

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COHESION MEDIA & DESIGN LTD.