

## All Clients must agree to the points laid out below:

Javelin Circle will not knowingly enter into any contract whereby the other party's terms conflict with any of those set out below. Should it happen that a client's own terms and conditions conflict with any of the same set out on this page, this document shall be considered to be the authoritative one, unless a separate contract has been signed by the client and by an authorized agent of Javelin Circle. By entering into a business relationship with Javelin Circle, you (the Client) agree and consent to the following terms and conditions:

### TIME FRAME AND DELIVERY

Javelin Circle will provide the initial draft concepts to the Client within the time frame agreed upon in the initial consultation. Please note that if I am experiencing higher than usual demand, your design will be scheduled for the next available time slot and you will be notified at the earliest possible time. Javelin Circle will post the initial designs in an email or to a web site for review by the Client. The Client will then be able to view his/her draft designs and also be able to provide feedback concerning the design.

Javelin Circle will analyze the Client's feedback and revise the designs. The revised samples will be presented to the Client within the specified time frame. Regular working days are Monday through Friday, 8am - 5pm Eastern Standard Time, excluding United States holidays. Javelin Circle will continue the revision process as per the terms of the specific contract, until Client is 100% satisfied. Once the Client has approved the final design, the Client will complete any remaining payment owed, and Javelin Circle will then proceed with the delivery phase. If your project is not printed in house, all requested formats of the approved logo or design are then emailed or posted to the client download area for the Clients use.

### COPYRIGHT / TRADEMARKS

The Client unconditionally guarantees that any element of text or graphics furnished to Javelin Circle for inclusion in the design do not infringe on any copyright or trademarks that have been already established by another company or organization. The Client will hold harmless and protect Javelin Circle from any claim or suit arising from the use of such as furnished by the client.

Javelin Circle makes every effort to produce original artwork. If, however, I create artwork for you which accidentally infringes on any existing trademarked artwork, Javelin Circle's liability is limited only to a refund of the paid amount. Javelin Circle will do no research checking on the legal availability of the name I am creating designs for. It is the Client's responsibility to ensure that the name of their product, company or service is not already in use, and it is the Client's sole responsibility to secure a service mark or trademark to protect the rights to any name or image. Javelin Circle and it's employees will not be held responsible for any legal action that may result from improper due diligence on the availability of a company name or image.

Ownership of the final artwork becomes the full property of the Client, having unlimited, indefinite and unrestricted use of the design upon payment of all fees. Javelin Circle retains the right to display the artwork in my corporate portfolios and marketing materials. Unless otherwise arranged with your project manager, all stock photography is used under royalty-free licence of Javelin Circle. As such, the Client has legal rights to use the photography only within the scope of the purchased design, and all original copyright is retained by the photographer or licensing agency. Exclusive, rights-managed photography is available, but will incur additional cost.

All concepts furnished to the client are for client review and comment purposes only. Until all project invoices are paid in full by the Client, Javelin Circle will retain exclusive copyright and ownership of all design and draft materials. Ownership of final designs are transferred to the client on payment of all fees, however unless otherwise arranged in writing, Javelin Circle retains ownership of all draft materials not used in the final design.

### DRAFT CONCEPT POLICIES AND COPYRIGHT

All draft concepts previewed by the client are for client review and comment purposes only. Until final design balance is received by Javelin Circle, all logos, artwork, concepts and designs remain the copyright and exclusive property of Javelin Circle. Javelin Circle reserves the right to utilize and/or reproduce any image, logo or illustration created by Javelin Circle in advertising, electronic or traditional reproduction, with the addition of any copyright and/or trademark notice that may be requested by the owner of the work. The client is granted unlimited royalty-free use of the image upon full payment of all fees. Javelin Circle retains the rights to concepts, comprehensives and all artwork involved in the design process prior to the final artwork, and is granted the right to use these logos in promotional and advertising and marketing materials.

### REVISIONS AND AUTHOR ALTERATIONS

Any and all revision requests or project additions/alterations MUST be furnished to the project manager in writing. Revisions may be discussed verbally, however no work will be done until the Client submits their revisions in writing, either by email, Mailed Letter or Fax. The Client understands that revision work, along with requests for project additions or author alterations, will incur the same hourly billable as noted in the project quotation. Revision work is not done free of charge unless otherwise arranged, in writing.

The quotation assumes a reasonable average number of revisions per design item, but on very rare occasion a project arises in which the Client requests an unusually large number of drafts or revisions. Any and all revisions will still incur the hourly rate as noted on the project quotation, and the Client confirms that any revisions or additions they request will incur this cost.

### PROJECT CONTENT (ROYALTY-FREE PHOTOS, TEXT, ETC)

You, the client, are responsible for your content. Text, royalty-free photos, etc, must be provided and **ERROR FREE** prior to beginning your project. Javelin Circle **DOES NOT** write, or edit client provided material for a web site, brochure, or any other marketing piece.

## PAYMENT POLICIES

Graphic design is a professional service, not a restock able product or commodity - customers are billed for the time and expertise of our graphic designers, art/creative directors and project managers. In accordance with industry standards, Javelin Circle charges for design services by the hour (unless a flat fee has been negotiated in writing) and does NOT offer refunds under any circumstance (except in the case of copyright infringement as noted above).

Javelin Circle does **NOT** engage in speculative work and will not honour any requests for same (see [www.no-spec.com](http://www.no-spec.com) for more information about spec work). I have provided an extensive public portfolio, making it easy for potential clients to judge whether the style and quality of design offered by Javelin Circle is a good fit for their organization.

All quotations given are estimates only, unless otherwise negotiated and noted in writing on your quotation. **Based on client changes, and additions**, final invoices will reflect actual hours worked on your project which may or may not differ from your quotation. The final invoice amount will not exceed the quoted amount by a margin of over \$50 without prior notification and written authorization by the client.

An up front deposit of **50%** (based on the quotation amount) is required for all new projects. **Once work has begun on your project, deposits CAN NOT be transferred to other projects under any circumstance unless approved prior to.**

Preferred clients requiring long term and ongoing design work will be placed on a monthly billing cycle, which will allow said client to skip the quotation/deposit phase. Clients on monthly billing will be invoiced on or around the 1st of each month.

Deposits and payments may be made in a number of ways:

- Credit Card (Visa, Mastercard, American Express or Discover)
- Company or Certified Cheque
- Money Order or Bank Draft

Online payments are processed securely using 1024bit encryption. I am happy to submit invoices in your local currency, however please note that credit card payments will require conversion to \$USD. If your invoice is in another currency, you are still welcome to pay by credit card, but your total will be automatically converted by my gateway to \$USD during processing.

### • Inactive Status

If there has been no activity initiated by the client on a project in 30 days, but the client has been responsive to status requests by the project manager, said project will be classified as "inactive". Inactive projects are invoiced periodically throughout the fiscal year, to ensure all parties are able to keep their records up-to-date. Please note that an inactive classification has no adverse effect on your account, provided all invoices are paid on time. If your project is incomplete and you have received an inactive project invoice, please rest assured that you are being invoiced only for work actually completed to date, and that you are welcome to re-open the project at any time. Upon payment of your invoice, you will have rights to request delivery of any design files (complete, or otherwise).

### • Delinquent Status

After 30 days, a late payment charge of 2% per month (26.82% p/a) is applied to all delinquent accounts, without exception and retro-active to the date of invoice. If the account remains in default after 60 days, or if the customer's payment is charged back to us by way of credit card fraud, cheque fraud or other crime, I will issue one final notice before turning the account over to a third-party collections agency. Late fees will continue to accrue on your account. Refusing to pay your bill is theft, and I take it very seriously. If collection efforts are unsuccessful, we will engage the client in litigation to collect the debt, and all copyright will revert to Javelin Circle. In such a case, I will retain the right to repossess any and all materials created for the client. The client will have no rights to use the materials in any way, shape or form, and legal action will be taken to enforce this policy.

### • Abandoned Status

If a client should abandon a project by way of negligence (e.g., cutting off contact, refusing to respond to emails or phone calls), an invoice shall be issued for the full quoted amount, regardless of project status on abandonment. Abandoned projects are also subject to an accelerated collections policy, and will be submitted to a third-party collections agency if not paid or addressed within 30 days.

## JAVELIN CIRCLE WEB SITE

Unless otherwise specified and/or credited all images, artwork, text and graphics, of this site, are the copyright of Javelin Circle. All rights reserved. All other images are the copyright and/or trademark of the respective owners.

The information presented on the Javelin Circle web site is copyrighted to Javelin Circle Design. This copyright does not supersede any copyrights that may exist in the logos, artwork and designs presented. These works are copyright and/or trademarked by the respective owners.

Designs, original art and clip art presented by Javelin Circle are for the use of the authorized client. All art, images, designs, and material are copyright of Javelin Circle and may not be resold, added to clip art collections or any other unauthorized form of distribution or reproduction without the express written permission of Javelin Circle and the images contained within.

All material featured on javelincircle.com are offered for individual or commercial information only and as such are offered on a 'as is' basis. Any other use of graphic material found on the javelincircle.com site including mirroring or copying any part of the site is prohibited without the express written consent of Javelin Circle or their authorized representatives.

Visitors are permitted, and encouraged to link to this site. You are welcome to link to any page or section of the Javelin Circle web site. Any form of reproduction, electronic or otherwise is strictly forbidden without prior written consent of Javelin Circle or its agents.

### UPS GROUND SHIPPING

Most packages will be left without a signature. If you do not want UPS to leave the package, please make sure someone is available to accept delivery. If UPS does not feel comfortable leaving a package at an apartment and no one is available to accept delivery, UPS will return the package to their facility. PLEASE NOTE, ONCE YOUR TRACKING NUMBER IS E-MAILED, YOU ARE RESPONSIBLE FOR YOUR SHIPMENT.

### PRIVACY POLICY

I respect and I'm committed to protecting your privacy. This Privacy Policy lets you know how your personal information is processed and used. I promise that we will take steps to use your personal information only in ways that are compatible with this Privacy Policy.

What information are you collecting and how are you collecting it?

Every computer connected to the Internet is given a domain name and a set of numbers, that serve as that computer's "Internet Protocol" IP address. When a visitor requests a page from within our site, our web servers automatically recognize that visitor's domain name and IP address. The domain name and IP address reveal nothing personal about you other than the IP address from which you have accessed my site. I may use this information to examine my traffic in aggregate. My web servers do not automatically record e-mail addresses or any personal information of the visitors.

What information do you collect when I pay an invoice?

I accept a number of different payment methods, including several offline options (credit card by telephone or fax, wire transfer, or cheque by mail). I also offer secure and convenient payment online. Your credit card information will be processed via secure, tested and trusted servers. Your information will not be shared or sold to third parties for any purpose.

Will you disclose the information you collect to outside third parties?

Javelin Circle will only disclose personal information and/or an IP address, when required by law or in the good-faith belief that such action is necessary to:

- 1) Cooperate with the investigations of purported unlawful activities and conform to the edicts of the law or comply with legal process served on Javelin Circle,
- 2) Protect and defend the rights or property of Javelin Circle site and related properties, or visitors to the Javelin Circle site and related properties,
- 3) Fulfill a user's order or request.

Javelin Circle uses reasonable precautions to keep the information disclosed to us secure. I am not responsible for any breach of security or for any actions of any third parties that receive the information. I am not responsible for such third party privacy policies or how they treat information about their users.

What else should I know about my privacy when online?

The Javelin Circle web site may contain hyper links to third party web sites. Javelin Circle is not responsible for the privacy practices or the content of such third party web sites or advertisers. I do not share any of the individual personal information you provide with the third parties to which we link. Please check with those web sites to determine their privacy policy.

Please keep in mind that whenever you disclose personal information online through e-mail, forums, discussion lists, or unsecured pages, that information can be collected and used by others. In short, IF you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return. Ultimately, you are solely responsible for maintaining the secrecy of your personal information. Please be careful and responsible whenever you're online.

Your Consent To This Agreement

By using the Javelin Circle web site, you consent to the collection and use of information by Javelin Circle as specified above. I reserve the right to modify this policy. If I decide to change our Privacy Policy, I will post those changes on this page so that you are always aware of what information I collect, how I use it, and under what circumstances I disclose it.

Please send any questions about my Privacy Policy to: [info@javelincircle.com](mailto:info@javelincircle.com)

If you have any questions about these terms, or would like information about licensing images and/or materials from Javelin Circle please feel free to contact me.