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All clients must read and agree to the points laid out below.

By entering into a business relationship with Cressaid Logic, you (the Client) agree and consent to the following terms and conditions:

TIME FRAME AND DELIVERY

Cressaid Logic will provide the initial draft concepts to the Client within the time frame agreed upon in the initial consultation. Please note that if we are 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.

Cressaid Logic will present the initial concept designs in an email, to a web site or face-to-face 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.

Cressaid Logic will analyse the Client's feedback and revise the designs. The revised samples will be presented to the Client within the specified time frame for review or approval.

Regular working days are Monday through Friday, 9am - 5pm Eastern Standard Time, excluding Australian public holidays.

Cressaid Logic will continue the revision process as per the terms of the specific contract, until Client is satisfied. Once the Client has approved the final design, the Client will complete any remaining payment owed, and Cressaid Logic will then proceed with the delivery phase. All requested formats of the approved logo are then emailed, posted, put up live or handed over to the client for the Client's use.

COPYRIGHT / LICENSING

The Client unconditionally guarantees that any element of text or graphics furnished to Cressaid Logic 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 Cressaid Logic from any claim or suit arising from the use of such as furnished by the client.

Cressaid Logic makes every effort to produce original artwork. If, however, we create artwork for you, which accidentally infringes on any existing trademarked artwork, Cressaid Logic's liability is limited only to a refund of the paid amount.

Cressaid Logic will do no research checking on the legal availability of the name we are 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, unless agreement has been made between Cressaid Logic and client for us to do so.

Cressaid Logic and its 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.

In Australia, copyright law is set out in the Copyright Act 1968 (Cth). This is federal legislation, applies throughout Australia. Please see the Australian Copyright Council's website - <http://www.copyright.org.au/> for more information.

The general rule under the Act is that the first owner of copyright is the creator of the work, however, where a work is made by an employee (rather than a freelancer) as part of that person's job, the employer usually owns copyright.





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COPYRIGHT / LICENSING (cont.)

Due to this, Cressaid Logic retains copyright on all work created in the workshop. Retaining the copyright gives Cressaid Logic the right to display the artwork in their corporate portfolios and marketing materials unless other arrangements have been agreed upon with Cressaid Logic and client. Copyright owners can choose to assign (sell) or license their rights in copyright material.

When client makes full payment, the artwork is then licensed to the Client. This means the client has unlimited, indefinite and unrestricted use of the design. Until the contract is paid in full, all materials and licenses remain property of Cressaid Logic.

Unless otherwise arranged with your project manager, all stock photography is used under royalty-free licence of Cressaid Logic. 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.

All concepts furnished to the client are for client review and comment purposes only. Until the Client pays all project invoices in full, Cressaid Logic will retain exclusive copyright and licensing of all design and draft materials. Licensing of final designs is transferred to the client on payment of all fees, however unless otherwise arranged in writing, Cressaid Logic retains all draft materials not used in the final design.

REVISIONS AND AUTHOR ALTERATIONS

Any and all revision requests or project additions/alterations MUST be given to the manager or employee that you are dealing with 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 unless stated otherwise, 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.

PAYMENT POLICIES

Graphic design is a professional service, not a restockable 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, Cressaid Logic charges for design/other 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).

Cressaid Logic does NOT engage in speculative work and will not honour any requests for this type of creative work (see www.nospec.com for more information about spec work).

We have provided an extensive public portfolio, making it easy for potential clients to judge whether the style and quality of design offered by Cressaid Logic is a good fit for their organization.





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PAYMENT POLICIES (cont.)

All quotations given are estimates only, unless otherwise negotiated and noted in writing on your quotation. Final invoices will reflect actual hours worked on your project, which may or may not differ from your quotation. The final invoice will not exceed the quoted amount (+GST) by a margin of over 10% without prior notification and written authorization by the client.

A minimum deposit of 50% (based on the quotation amount) is required for all and new projects, unless otherwise negotiated with the manager and or employee.

Some smaller value projects and production items may require full payment on order confirmation. Project managers may (at their discretion) offer additional free inclusions or perks to clients willing to furnish up-front payment in full.

Preferred clients requiring long term and ongoing design work may be placed on a monthly billing cycle, which will allow said client to skip the quotation/deposit phase.

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

- Company or Certified Cheque
- Bank Transfer
- Cash Transactions

All invoices are to be paid 30 days after the invoice has been received.

Past this 30-day period, a late payment fee of 3% per month (36% p/a) is applied to the original amount of invoice without exception. If the account remains unpaid after 90 days, we 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, and you will be responsible for all costs incurred for placing you in collections.

Refusing to pay your bill is theft, and we take it very seriously. If collection efforts are unsuccessful, we will engage the client in litigation to collect the debt. In such a case, we 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.

If a client should abandon a project or contract after work has commenced, an invoice shall be issued for the full quoted amount, regardless of project status on abandonment. Abandoned contracts in cases where the client is nonresponsive 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.

If a job is stalled, (waiting on content or other reasons) an invoice will be sent out for work already completed. This does not mean the job is finished. It is only split in to two parts.

PRIVACY POLICY

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

Any hosting account information, FTP information, or domain registrar account information provided to your design team will be kept in the strictest of confidence, will be used only by Cressaid Logic developers assigned to your account, and will be used only for the purposes of setting up your website, managing your website, providing technical support, or other purposes established in writing with your project manager.





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PRIVACY POLICY (cont.)

Client accounts, information and project file archives are stored on a dedicated, secure, in-house server that is not accessible (physically or otherwise) by anyone other than Cressaid Logic's owners/employees. For security reasons, there are no backups for this server.

Cressaid Logic 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 Cressaid Logic,
- 2) Protect and defend the rights or property of Cressaid Logic site and related properties, or visitors to the Cressaid Logic site and related properties,
- 3) Fulfil a user's order or request.

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

The Cressaid Logic website may contain links to third party websites. Cressaid Logic is not responsible for the privacy practices or the content of such third party websites or advertisers. We do not share any of the individual personal information you provide with the third parties to which we link. Please check with those websites to determine their respective privacy policies.

Please keep in mind that whenever you disclose personal information online through e-mail, forums, discussion lists, or unsecured pages, that information can potentially be collected by others, despite the security measures in place by the sender and/or recipient of such messages. 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 Cressaid Logic web site and/or engaging in business with Cressaid Logic, you consent to the terms specified above. We reserve the right to modify this policy. If we do change our Privacy Policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

Cressaid Logic reserves the right to amend these terms at any time. 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 Cressaid Logic.

Please send any questions about our policies to: info@cressaidlogic.com.au

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

