

HolleHockDesigns

TERMS & CONDITIONS

The following Terms & Conditions of Service apply to all products and services provided by HolleHock Designs

All work is carried out by HolleHock Designs on the understanding that the client has agreed to HolleHock Designs' terms and conditions.

Copyright is retained by HolleHock Designs on all design work including words, pictures, ideas, visuals and illustrations until specifically released in writing and after all costs have been settled.

If multiple design options are presented, the client may choose one option in fulfillment of the contract with HolleHock Designs. All other design options remain the property of HolleHock Designs, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, HolleHock Designs will provide the client with a written estimate or quotation.

A copy of the written estimate or quotation is to be signed and dated by the client to indicate acceptance and should be returned to HolleHock Designs. Alternately, the client may send an official order in reply to the estimate or quotation which binds the client to accept HolleHock Designs' terms and conditions. No work on a project will commence until either document has been received by HolleHock Designs.

Design Charges

Charges for design services to be provided by HolleHock Designs, will be set out in the written estimate or quotation that is provided to the client. At the time of the client's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of up to 50% of the quoted fee MAY BE REQUESTED and be immediately due. Work on the project will not commence until HolleHock Designs has received this amount if it was requested before beginning work.

*Should the project be "abandoned" by non-activity for a long enough duration of time with little communication, HolleHock Designs will invoice all time invested up to that point and payment will be due upon receipt of invoice. The project can continue and the price/time estimate will stay in place (unless the scope has changed) should the project activity return and after the invoice was paid. Only the remainder of the time will be invoiced at the final approval state. The deposit will ONLY be subtracted from that **final** payment upon project completion.*

Charges for Other Service

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

Payment

The client will be provided with an approval form and/or review of the work provided with an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the client will also be required to

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sign and submit the Approval Form to HolleHock Designs. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by cash, check, Major Credit Card, or Money Order and/or previously agreed electronic funds transfer. Checks need to be made out to: **HolleHock Designs**.

Checks can be mailed to: 3127 Old Jamestown Road, Bloomington, IL 61704

Invoice Number

Pay Now



Clients may also choose to receive an electronic invoice thru PayPal. You do NOT have to have a PayPal account to use your MasterCard, Visa, American Express, Discover or Debit Bank Card for payment. You will not have to register your card or set up an account with PayPal. PayPal is a secured, reputable online payment gateway.

Publication and/or release of work done by HolleHock Designs on behalf of the client, may not take place before cleared funds have been received.

Returned checks will incur an additional fee of \$50 per returned check. HolleHock Designs reserves the right to consider an account to be in default in the event of a returned check.

Website Hosting and Service Payment

Invoices for hosting renewal will be sent off 20-30 days before payment is due. Payment is due within 15 days of receipt. If payment (cash, check or PayPal charge) is NOT received upon renewal of your site, the site will be shut down. When payment is made, the site will be restored. After 10 late days, there will be an additional charge to restore the website. There will be no liability on the part of HolleHock Designs for income lost from business or organization if the website has been shut down due to non-payment of services.

If website services were requested for maintenance, payment is due according to the terms on your invoice. Changes will be removed from the site if payment is not received on time and previous versions will be restored. Payment is still owed. Once payment is made, changes will be restored.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned check. HolleHock Designs shall be considered entitled to remove HolleHock Designs and/or the client's material from any and all computer systems, until the amount due has been fully paid.

Removal of such materials does not relieve the client of its obligation to pay the due amount. Clients whose accounts become default agree to pay HolleHock Designs reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Any and all legal fees that are incurred as a method of retrieving payment will be liable for the client to pay.

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Copyrights and Trademarks

By supplying text, images and other data to HolleHock Designs for inclusion in the client's business cards, flyers, pamphlets, website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by HolleHock Designs on behalf of the client, will remain the property of HolleHock Designs and/or its suppliers.

The client may request in writing from HolleHock Designs, the necessary permission to use materials (for which HolleHock Designs holds the copyright) in forms other than for which it was originally supplied, and HolleHock Designs may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to HolleHock Designs, the client grants HolleHock Designs permission to use this material freely in the pursuit of the design.

Should HolleHock Designs, or the client supply an image, text, audio clip or any other file for use in a business cards, flyers, pamphlets, website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow HolleHock Designs to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold HolleHock Designs free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permission.

Alterations

The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The client also agrees that HolleHock Designs holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copywriting, drawing, idea or code created for the client by HolleHock Designs, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of HolleHock Designs and any of its relevant sub-contractors.

All design work- where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. HolleHock Designs will not be held responsible for any and all damages resulting from such claims. HolleHock Designs is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold HolleHock Designs responsible for any such loss or damage. Any claim against HolleHock Designs shall be limited to the relevant fee(s) paid by the client.

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Content

Any and all data supplied to HolleHock Designs from client is assumed to be true and accurate. Dates, facts and content will not be double checked or questioned.

Any data/content supplied to HolleHock Designs is assumed to have correct grammar and spelling. **Proofreading services can be provided at an additional expense.** Final proofreading and approval is the client's responsibility. Once approved and published (web) or printed and changes need to be made or there is a cause for a re-run for print and time occurred or re-printing charges are at the client's expense.

Data Formats

The client agrees to HolleHock Designs's definition of acceptable means of supplying data to the company.

Text is to be supplied to HolleHock Designs in electronic format as standard text (.txt), MS Word (.doc) on floppy disc, or CD-ROM, DVD, thumb drive or via the body of an e-mail.

Images which are supplied in an electronic format are to be provided in a format as prescribed by HolleHock Designs via thumb (portable) drive, CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and HolleHock Designs will not be held responsible for any image quality which the client later deems to be unacceptable. HolleHock Designs cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Any images provided need to be free and clear of copyright limitations. The liability of provided images for copyright and authorization rests on the client. Information from a previous site will be used for initial design layout.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Design Project Duration

Any indication given by HolleHock Designs of a design project's duration is to be considered by the client to be an estimation. HolleHock Designs cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by HolleHock Designs for the initial payment or by date confirmed in writing by HolleHock Designs

Design Project Completion

HolleHock Designs considers the design project complete upon receipt of the client's Review and signed Approval form. Other services such as printing, display panel production, film work, website uploading, publishing etc., either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

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Children's Privacy

Our Website is intended for the use of adults and individuals 13 years of ages and older. Our Website is not directed to children under the age of 13. Users under the age of 13 must have the permission and/or assistance of an adult while using or visiting our Website.

Design Credits

The client agrees to allow HolleHock Designs to place a small credit on printed material exhibition displays, this will usually be in the form of a small logo or line of text placed at the bottom of the display.

The client also agrees to allow HolleHock Designs to place created designs on HolleHock Designs' website for demonstration purposes and to use any designs in its own publicity.

The client also allows HolleHock Designs to publish any designs created for client for gallery and marketing purposes. (print or web)

Rights of Refusal

HolleHock Designs will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. HolleHock Designs also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that HolleHock Designs does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow HolleHock Designs to remove the contravention without hindrance, or penalty. HolleHock Designs is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, HolleHock Designs will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by HolleHock Designs within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Refund Policy

Because of to the nature of the service, HolleHock Designs does not offer refunds.

Cost for re-runs for print materials will depend on the reason and liability of the re-run. The liability of all print designs remains in the client's control. The client will give an approval to print or to publish (web) and if there needs to be a print re-run for an error that is not found, the print liability cost remains the sole responsibility of the client. If a change was requested and not completed by HolleHock Designs, but also not caught in a final approval by the client, the re-run expense may be shared up to 50%. See **Printed Material** on page 6.

Disclaimer

HolleHock Designs makes no warranties of any kind, express or implied, for any and all products and/or services that it

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supplies. HolleHock Designs will not be held responsible for any and all damages resulting from products and/or services it supplies. HolleHock Designs is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The client agrees not to hold HolleHock Designs responsible for any such loss or damage. Any claim against HolleHock Designs shall be limited to the relevant fee(s) paid by the client.

HolleHock Designs reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. HolleHock Designs will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

HolleHock Designs and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. HolleHock Designs recommends that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

Profit Guarantee

HolleHock Designs does not guarantee or is liable for any profit growth or business growth based on design or marketing services rendered.

Website Hosting / Domain

HolleHock Designs is not liable for loss of business or income if there is any interruption in hosting services. 99% uptime is standard. Backups of server and local files are made daily. Restoring service and data will be expedited in a timely manner should service lapse.

Website domains (once paid) are REGISTERED in the name and business name of the client. Any and ALL domain invoices will be from HolleHock Designs. When the client's name is on the REGISTERED on the domain, solicitations will occur from companies such as "Registry of America", that is NOT a bill, they are asking you to transfer your domain to them and pay up to 3x's what the domain is worth. Be careful!

Website Maintenance - Clients

HolleHock Designs is not liable for loss data if the client is maintaining their own site and made changes or deletions they shouldn't have, or if the client has access to their website via FTP and made changes or accidental deletions. Retrieval for any lost data is subject to billable time of \$90.00/hr. and results are not guaranteed. Backups of server and local files are made daily, but if a client is making their own changes and their local computer or on the server, versions may not be in sync.

Printed Material

Final approval for any printed items rests with the client. Final proofs will be sent for approval and printed items will not be ordered until final approval is given. HolleHock Designs is not liable for incurring the cost for reprinting items if any mistakes or changes are needed on approved printed items. Quality control is a liability for HolleHock Designs and if there are any quality issues, reprinting costs may be incurred by HolleHock Designs.

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General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. HolleHock Designs reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by HolleHock Designs and validated by the client's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and HolleHock Designs.

Please fill out the **SIGNATURE PAGE** on page 8 and return to HolleHock Designs.

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SIGNATURE PAGE:

I _____ of _____ (*name of business or organization*) have reviewed and comply to the TERMS and CONDITIONS for the service (Print, Web, Social Media or Technical) that I have requested to HolleHock Designs.

I understand if there was a down payment requested that services will not begin until the payment has been received.

NAME

DATE