



## Work Hours/Days

This agreement assumes work will be completed within the standard work week (Monday through Friday, 9 a.m. to 6 p.m.) by Connect Marketing. Connect Marketing is closed on all major holidays and the entire week of Christmas and New Year's. The work outlined in this agreement will be turned around within a reasonable, non-rush schedule to be determined, where possible, and mutually agreed upon at the start of each project. Late or weekend hours incurred to accommodate additional compressed deadlines, if needed, will be negotiated separately.

Our schedules assume timely review and response by Your Company of all deliverables.

## Digital Signatures or Paper Copies

You are not required to receive notices or disclosures or sign documents electronically and may request digital signature or paper copies of documents or disclosures if you prefer to do so. You also have the ability to download and print any open or signed documents sent to you through the electronic signature service using the PDF and Print icons. Adobe may also email you a PDF copy of all agreements you sign using the electronic signature service. If you wish to receive digital signatures or paper copies in lieu of electronic signature documents you may request either from Connect Marketing by sending your request including your name, company name, email address, and phone. Connect Marketing may apply a charge for requesting digital signatures or paper copies. Use of digital signature service requires a standards-compliant web-browser which supports the HTTPS protocol, HTML, and cookies.

## Use of Sub-contractors, Agents and Suppliers

Connect Marketing 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. Connect Marketing will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

## Project Acceptance

Connect Marketing will provide Your Company with a copy of the proposed rates, the Services Agreement and an electronic invoice. A copy of the proposal or invoice will be sent to the Your Company for approval and an electronic signature by the Authorized Representative of Your Company will be required and returned via e-mail to indicate acceptance. No work on a project will be provided as completed until signed acceptance of the proposal, invoice or review form has been received by Connect Marketing with the authorized representatives signature.

## Client Representative.

Connect Marketing's Representative, Cyndi Conway, has full authority to provide and obtain all necessary information and approvals throughout this project. Your Company's Representative will have full power and authority to enter into this agreement and that it is binding upon Connect Marketing and Your Company and enforceable in accordance with its terms.

## Design Charges

Unless agreed otherwise with Your Company, all design services require an advance payment of a minimum of fifty (50) percent of the project proposal total before the work is supplied to Your Company for review. The remaining fifty (50) percent of the project proposal or invoice total will be due upon completion of the work prior to deliverables either e-mailed, uploaded to a designated electronic folder, server or release of printed materials.

## Source Files

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

If a choice of design is presented, only one solution is considered to be a deliverable to Your Company from Connect Marketing as fulfilling the agreement. All other designs remain the property of Connect Marketing, unless agreed in writing that this arrangement has been changed.

Charges for design work do not cover the release of copyright design files including indd, psd, png, jpg or any other source files; if Your Company requires these files, they will be subject to a separate quotation or 'buy-out' charge.

## Data Formats

Your Company's Representative and/or Your Company's Subcontractor's will provide accurate, complete and timely information and materials to Connect Marketing. All data to be supplied to Connect Marketing for the project must be of electronic format in a quality suitable for project use. Connect Marketing will not be held responsible for any data submitted with subsequent image processing which Your Company later deems to be unacceptable. Additional expenses may be incurred for any necessary action in art direction, research for data entry services or imagery, color corrections and alteration of images or site photography.



## File Requirements

If Your Company has specific requirements for how project files must be prepared, Your Company must communicate this, in writing, to Connect Marketing before the project begins.

**Client Changes** In order to avoid errors, any changes and corrections, requested will not be taken over the telephone and must be provided electronically. Any text with extensive changes must also be provided as a marked-up hard copy, indicating the revised text. Your Company agrees that changes required over and above the initial provide data and estimated work to be carried out after acceptance of the draft design will be liable to a separate charge. Any additional services requested over and above the estimated design, will become fully payable at the time of final invoice.

**Client Approvals** An approval request will be sent to Your Company from Connect Marketing upon completion of the final draft. Your Company will be required to proofread all final designs, type, press proofs and test sites and return an authorized approval of the work completed via e-mail. Connect Marketing will make all efforts to ensure that no information is misrepresented. However, Your Company assumes all responsibility for content. Your Company's approval of all tangible materials and artwork will be assumed after the work has been authorized approved.

**Design Project Completion** Connect Marketing considers the design project complete upon receipt of the Your Company's signed Review/Approval Form or authorized e-mail approval. Other services such as printing, digital photography, website uploading, publishing etc. contracted on Your Company's behalf constitute a separate project and will be charged accordingly.

**Payment** Payments for invoiced charges submitted to Your Company are due upon receipt of the final invoice. At this time the remainder of the amount due, if a deposit was agreed upon, will become payable. Accounts which remain outstanding for 15 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, or Pay Pal including all service fees. Publication and/or release of work done by Connect Marketing on behalf of Your Company, or designated representative, may not take place before cleared funds have been received. Returned checks will incur an additional fee of \$45 per returned check. Connect Marketing reserves the right to consider an account to be in default in the event of a returned check.

**Default** An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned check. Connect Marketing will be entitled to remove Your Company's material from any electronic folder(s), server or otherwise until the amount due has been fully paid. Removal of such materials does not relieve Your Company of its obligation to pay the amount due. If Your Company's account becomes in default Your Company agrees to pay Connect Marketing reasonable legal expenses and Squarespace collection agency fees in the enforcement of this services agreement.

**Copyrights and Trademarks** Your Company guarantees that they have all the necessary rights and ownership in such materials to permit Connect Marketing to use them for the project. In the event any image, text, or any other file used in a print item, or website, or any other medium believed it to be copyright and royalty free, emerges to have a copyright or royalty usage limitation, Your Company agrees to allow Connect Marketing to remove and/or replace the file.

Your Company agrees to fully indemnify and hold Connect Marketing free from harm in any and all claims resulting from Your Company not having obtained all the required copyright, and/or any other necessary permission.

**Samples and Credit** Connect Marketing can use samples or photographs of the work created under this agreement and the name of Your Company for publications, exhibition, competition and other promotional purposes (such as Connect Marketing's website) once the project has been made public. Credit will be applied as required.

**Length of Storage** Connect Marketing agrees to store all final electronic files created for Your Company for a maximum of two years.

**Retrieval Fee** Connect Marketing will charge \$25.00 to retrieve/transfer any elements of our electronic files from archive at the request of Your Company, providing related usage rights have been negotiated.

**Rights of Refusal** Connect Marketing will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal.



**Website Services** Connect Marketing uses the Squarespace website design platform to strengthen Connect Marketing's unique purpose and value, and simplifies Connect Marketing's customer's experience by providing complimentary consultation, quality custom and standard template websites built under the Squarespace website design platform content management system and hosting. Connect Marketing, will represent Your Company as a website designer and consultant and will act as Your Company liaison to the Squarespace platform unless otherwise agreed upon before services begin.

**Squarespace Website Service Agreement** Additional service agreements may be required by Squarespace website services.

**Design Project Duration** Any indication given by Connect Marketing of a design project's duration by Squarespace platform is to be considered by Your Company an estimation. Connect Marketing 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 Squarespace website service for the initial payment or by date confirmed in writing by Squarespace website service and Your Company.

**Rights of Access for Website Construction** The client agrees to allow Connect Marketing and Squarespace website service all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, user names and passwords. Your Company also agrees to allow Connect Marketing and Squarespace website service access to any computer systems, user names and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions. Your Company agrees to supply Connect Marketing and Squarespace website service with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner. 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, color correction and alteration of images.

**Website Design Only** Connect Marketing and Squarespace website service offers a limited in-house hosting service. Connect Marketing and Squarespace website service does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Connect Marketing and Squarespace website service may request that clients change the type of hosting account used if that account is deemed by Connect Marketing and Squarespace website service to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on Squarespace website service's server are due at the commencement of any period of service and are non-refundable. Fees due to Squarespace hosting organizations are the responsibility of the Your Company and Connect Marketing and Squarespace website service are not liable for their payment, or for the renewal of domain names, which are the sole responsibility of Your Company's Domain Owner.

**Domain Registration** Connect Marketing and Squarespace website service cannot guarantee the availability of any domain name. Where Connect Marketing and Squarespace website service are to register a domain name on behalf of a client it will endeavor to do so but the client should not assume a successful registration. Connect Marketing requires that a template is approved by Your Company before coding of a site commences. Once the template(s) for the web site are approved by Your Company, coding will commence; any changes to navigation items, colors, structure or content that requires changes to the template will incur an additional charge. Once web design is complete, Connect Marketing will provide Your Company with the opportunity to review the resulting work. Connect Marketing will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, color schemes or any navigation features. Any minor changes can be notified to Connect Marketing by e-mail and confirmed by post. Connect Marketing will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

**Hosting Websites** Connect Marketing and Squarespace website service offers a limited in-house hosting service. Connect Marketing and Squarespace website service does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Connect Marketing and Squarespace website service may request that clients change the type of hosting account used if that account is deemed by Connect Marketing and Squarespace website service to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on Squarespace website service server are due at the commencement of any period of service and are non-refundable. Fees due to Squarespace hosting organizations are the responsibility of Your Company and Connect Marketing and Squarespace website service are not liable for their payment, or for the renewal of domain names, which are the sole responsibility of Your Company/ domain owner.



**Search Engine Submission** Due to the infinite number of considerations that search engines use when determining a site's ranking, Connect Marketing and Squarespace website service cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. Sub-contractor website service offers professional SEO services and constitutes a separate project and will be treated as a separate charge.

**Design Credits** Your Company agrees to allow Connect Marketing and Squarespace website service to place a small credit on printed material exhibition displays, advertisements and/or a link to Connect Marketing and Squarespace website service own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. Your Company also agrees to allow Connect Marketing and Squarespace website service to place websites and other designs, along with a link to the client's site on Connect Marketing and Squarespace website service's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

**Disclaimer** Connect Marketing makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Connect Marketing will not be held responsible for any and all damages resulting from products and/or services it supplies. Connect Marketing 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. Your Company agrees not to hold Connect Marketing responsible for any such loss or damage. Any claim against Connect Marketing shall be limited to the relevant fee(s) paid by the customer.

**Cancellation** Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Connect Marketing will need formal notification in writing to the company's postal address. Your Company 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 due must be paid within 7 days. Any cancellation which is not formally confirmed in writing and received by Connect Marketing within 7 days of such instruction being issued will be liable for the full quoted cost of the project.

## Authorized Project Representative(s):

Full Name: \_\_\_\_\_

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Business Email Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Date

\_\_\_\_\_  
Print Authorized Signers Full Name

Date