

## By placing an order to 'Holiday Brands', for brand, logo or graphic design, you agree and consent to these terms and conditions.

"Service" "Design" = graphic design, logo design or brand design services  
"The Customer/Client" = you  
"Holiday Brands/ Us/ Designer" = us  
"Package" = quote, package

The Customer will be provided with the Service according to the Package/s chosen by the Customer as detailed on the 'Holiday Brands' website or in the Customers personalised quote. Customer's Designs will be created iteratively through a Design process of Briefing - Concepts - Feedback - Revision - Feedback - Finalising of Design, ultimately resulting in a final Design that confirms or satisfies the brief and feedback of the Customer.

### BRIEFING AND DESIGNS

The Customer is solely responsible for preparing and sending detailed answers to our brief form or interview. 'Holiday Brands' is under no obligation to review a brief for further Feedbacks for any purpose, including accuracy, completeness of information, quality or clarity. The Customer accepts that a submitted brief is to be interpreted by Holiday Brands as complete and final. 'Holiday Brands' may decide, in its sole discretion, to deny a revision to brief - especially after the Service has commenced.

A revision or change to brief may alter the direction of the Service and Design direction completely. The Customer accepts this may require Holiday Brands to start a new Service or Design, and that payment for the original Service is still due.

Eg, if the client changes a brief or their mind after design concepts have been created because they do not like the direction or interpretation of the brief, the client is liable to pay for work complete and Holiday Brands may need to restart and requote new work as an additional or duplicate service.

### CHARGEABLE CONCEPTS & PRELIMINARY WORK

All work carried out, whether experimentally or otherwise, at The Client's request shall be deemed chargeable.

### OWNERSHIP AND USE OF CONCEPTS

The Customer may not and must not use any other concepts, ideas or Designs provided, conceptualized or delivered throughout the course of delivering the final Design. Holiday Brands retains the Copyright to all concepts, comprehensives, or other preliminary materials, which are not selected by the Customer or are not included in the final delivery. The Customer shall not own any materials, media or other content generated during any revision cycles leading up to the final design, with such right, title and interest expressly reserved to 'Holiday Brands'. Holiday Brands reserve the right to resell, reuse or adapt any unchosen concepts for other Services with other Customers.

eg. The Customer may choose a logo design and receives final files of the chosen design. The Customer is not permitted to revisit, adapt, use or share any of the logo concepts not chosen as the final Design either immediately or in the future.

### RIGHTS IN THE COURSE OF DESIGN

Any artwork, images, or text supplied and/or designed by Holiday Brands on behalf of the customer during the course of delivering the final Design, will remain the property of Holiday Brands and/or it's suppliers.

Until final design is approved, all logos, artwork, and Designs (both concept and final) remain the copyright and exclusive property of 'Holiday Brands'.

### FINAL DESIGN OWNERSHIP

Rights and Ownership of Customer. Subject to the Customer's compliance with the terms and conditions of this Agreement, ownership (copyright and title) of the final supplied Design files become the property of the Customer, having unlimited, indefinite, and royalty-free use

of the image or Design for it's intended purpose. 'Holiday Brands' or it's related companies retains rights to display the artwork in its portfolio and advertising materials.

The final Designs/Chosen Concept may not be reproduced or used in any way other than by it's intended purpose without the prior written consent of Holiday Brands. The customer may request in writing from Holiday Brands, the necessary permission to use it's concepts of Designs (for which Holiday Brands holds the copyright) in forms other than for which it was originally supplied, and Holiday Brands 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. Alternatively, for an additional fee, the Customer may request (subject to approval by Holiday Brands) to purchase the original/working artwork files for final Designs. Original working files may not always be granted and fees will apply for release of file and IP to Customer.

### COPYRIGHT OF SUPPLIED RESOURCES

By supplying text, images and other data to Holiday Brands for inclusion in The Client's business cards, flyers, pamphlets, website or other design medium, the customer declares that it holds the appropriate copyright and/or trademark permissions to use the supplied resource.

By supplying images, text, or any other data to Holiday Brands, the customer grants Holiday Brands permission to use this material freely in the pursuit of the Design. Should Holiday Brands, or the customer 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 customer will agree to fully indemnify and hold Holiday Brands free from harm in any and all claims resulting from the Customer in not having obtained all the required copyright, and/or any other necessary trademark or ownership permissions. Unless otherwise specified all fonts used in any design material supplied by Holiday Brands will remain property of Holiday Brands.

### DESIGN IS NOT A TRADEMARK

The Customer acknowledges that a Design is not a Trademark, and the Customer is responsible for registering their chosen Design as a Trademark. The Customer acknowledges that their chosen/final Design may not be protected against opposition or copy by third-parties until their Design is registered as a Trademark.

The Customer acknowledges that his rights under this Agreement shall be limited solely to the final design chosen by him and that no trade or service marks in or to such final design is being conveyed under this Agreement. The Customer acknowledges that 'Holiday Brands' shall have no obligation or duty to perform trade or service mark searches or inquiries, or the like, in order to validate the infringement-free use, propriety or legality of the provided compositions, designs or services.

The Customer is responsible for conducting all trademark searches or enquiries prior to accepting final concept and design files. Holiday Brands will not knowingly deliver a Service or Design that impedes or infringes on a registered or known trademark or competitive brand. The Customer will not hold Holiday Brands responsible for any Service or Design that infringes on a registered trademark or existing brand, and as such indefinites Holiday Brands against any claims arising from third-party trademark conflicts that may arise after acceptance of final Design and delivery of files.

Accordingly, the Customer is encouraged to perform its own independent searches with regard to the design concepts provided by 'Holiday Brands'. Furthermore, the Customer acknowledges that 'Holiday Brands' shall have no responsibility or obligation to assist the Customer in seeking intellectual property protection (i.e., without limitation, trademark registration) for the designs, nor shall 'Holiday Brands' be responsible in otherwise assisting the Customer in any way in the Customer's perfection of the Customer's rights in or to the designs.

Holiday Brands expects the Customer to perform researching on their company name to be sure the name is not already in use and securing a copyright, trademark or service mark to protect the Customer's legal rights to any name or image. 'Holiday Brands' is not and 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 or Design. 'Holiday Brands' is not responsible for researching nor infringing any trademark violations that may or may not arise in our dealings with the Customer and his/her agents. All trademark matters are the full responsibility of the customer.

At the request of the Customer, and provided as an additional chargeable Service, Holiday Brands may assist in pre-design trademark searches and enquiries on behalf of the Customer. And may, at it's discretion, assist with the registering of the final Design as a trademark on behalf of the Customer.

### COMMON COMPOSITION

While the Designer will customize the Customer's Design to the Client's specifications and to meet the brief, the Client recognizes that Designs generally can have a common structure and basis and that Designs or concepts delivered may include stock or royalty free resources in it's composition, concept, inspiration or result. The Designer continues to own any original resources or licenses it has purchased in the course of creating the final Design.

### RIGHTS OF DISPLAY & PROMOTION

The Customer acknowledges Holiday Brands may use it's concepts, Designs or creative process in creating the Customer's final design, in it's portfolio, for education, or for award submissions. The Customer grants 'Holiday Brands', and it's related companies, a royalty-free, perpetual, irrevocable right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display (in whole or in part), and/or incorporate in other works, in any form, media, or technology now known or later developed, the designs provided by 'Holiday Brands'.

### PURCHASE OF PRE-MADE CONCEPTS/DESIGNS

If a Customer orders an exclusive right to a pre-made design, the Customer will own all rights to the Design once they have make full payment. Pre-made Designs are sold to the Customer from whom payment is first received. A pre-made logo with Exclusive Right once sold to a Customer will not be sold to another Customer.

### STORAGE & PRESERVATION

Holiday Brands will hold final Design files in our archives for 1 year from the time of ordering. This service is not guaranteed so it is advisable to keep files safe and backed up once delivered. 'Holiday Brands' may charge a fee for re-supplying the Design files from our archives after the initial delivery.

### ADDITIONS TO SCOPE AND ALTERATIONS

Should the Customer require additional artwork or alterations beyond the scope of the originally ordered Service (either concurrently with the existing project or at a later date), the Customer will be offered a quote for the Additional Services. Additional work will be initiated after the Customer pays for the add-on services in advance. 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 Holiday Brands holds no responsibility for any amendments made by any third party, before or after a design is published.

### PROOFING AND ERRORS

We prepare and check artwork for reproduction as carefully as possible. However, we do not accept responsibility for any errors caused by The Client or suppliers (for example typesetters, printers etc.) once artwork has been passed for print or production or approved. It is the Client's responsibility to proof and check all details and information provided in the Design prior to approval. To limit any possible errors in artwork, designs will not go to production until they have been approved by The Client. Holiday Brands will not be held responsible for errors if the client misses something in the proof, has reused a printed or digital proof, or if the client, during order placement, has requested the order go to production without proofing.

### INDEMNITY

You agree to defend, indemnify and hold harmless Holiday Brands and its subsidiaries, affiliates, officers, agents, co-brands or other partners and employees from all liabilities to, claims of any third party due to or

arising out of your violation of any of these Terms and Conditions, and any expenses, including, without limitation, reasonable attorneys fees, incurred in connection therewith. Holiday Brands shall not be liable to the Customer or any other person for the remedy, liability, damages (either indirect, exemplary, incidental or punitive) or costs or losses (including profits, data whatsoever relating in any way to the provided Service or Design, or it's delay, inconvenience or inaccuracy of interpretation.

The liability of Holiday Brands will never exceed the amount paid for the Service and this statement overwrites/overpowers any other conflicting clause whatsoever it might be.

### TERMINATION & REFUNDS

Due to the tailored and customised nature of a design Service, no refunds will be offered for Services that have commenced - no matter the stage of the project. Whether a concept is currently being designed, a concept has been delivered, a revision has been delivered and not finalized, or a design chosen but final files not delivered, a full refund will not be applicable.

A partial refund may be offered at the discretion of Holiday Brands if Holiday Brands believes the work carried out is sufficiently covered by another portion of payment. If the Customer has confirmed or approved a design, Holiday Brands cannot provide a refund. The Customer's approval represents an acceptance of the final project and serves as an implicit statement of satisfaction. If the Customer has failed to communicate with Holiday Brands for more than twenty days after concept delivery, any refunds will be at the discretion of Holiday Brands management, and full payment will be due for original Design/Service agreed upon. If the company for whom the design was performed should close, change its name, or undergo other alterations rendering a design ill fitting, we cannot issue a refund.

Holiday Brands reserves the right, in its sole discretion, to terminate the Service, at any time, with or without notice. In the event of such termination, Holiday Brands will work with the Customer to determine the amount of any refund (if any) to be paid to the Customer as a result of such termination. Should the Customer's use of the Service result from the Customer's material breach of the terms and conditions of this Agreement, or any other agreement to which Holiday Brands and the Customer are a party, the Customer shall not be entitled to any refund, unless otherwise mutually agreed upon by the parties.

### VARIATION OF REPLICATION

The Customer accepts that the electronic devices and software used by the Customer to review the Designs provided by Holiday Brands may distort colours, shapes and effects used to create the concept or design. Holiday Brands does not accept responsibility for issues related to the accuracy or discrepancies of the output device or medium used by The Customer.

If a Customer requires a specific or guaranteed output or colour, it is the responsibility for the Customer to provide this resource, information or element prior to the Service commencing. Failure to do so may result in additional fees to revise Design concepts or files.

### DISCLAIMER OF WARRANTIES.

The Designer shall complete Design services for the Client's purposes and to the Client's specifications. Holiday Brands does not represent or warrant that such deliverables will create any additional profits, sales, exposure, brand recognition or share, or the like.

### CONFIDENTIALITY.

During the course of delivering a Service, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Designer in order for the Designer to complete the Service. The Designer will not share any of this proprietary information at any time.

# HOLIDAY BRANDS