

KAMCO GRAPHIX

POLICIES AND PROCEDURES

A: Web Site Design Terms

I. Authorization

The client is engaging Kamco Graphix as a contractor for the specific purpose of web design. The client hereby authorizes Kamco Graphix to create an account and have access to the web page directory and any other directories or programs which need to be accessed for this project. The client also authorizes Kamco Graphix to publicize their completed web site to web search engines, as well as other web directories, indexes, and Kamco Graphix portfolio.

The description of the said services to be provided and the compensation to be paid therefore are detailed in the attached proposal/contract, signed and dated by both parties.

II. Standard Website Package Elements

Kamco Graphix includes the following elements in our Standard Web Site Package:

1. Text for web site is supplied by the client in a .doc format via email, usb or CD. Otherwise, there will be an additional charge for typesetting.
2. Your package specifies the number of pages, if during the design process any additional web pages are needed, the client would then agree to any additional charges if needed.
3. Photos and other misc. (graphic images). The client is to provide and photos and graphic images for all pages. Additional stock images may be purchased at the clients expense (istockphoto.com). Kamco Graphix can take high quality digital photos at the studio rate.
4. Maintenance: Kamco Graphix provides site maintenance (updating links and minor text changes). All maintenance requires 48 hours; notice. The client is prohibited by contract from making modifications to the web site or contracting any agent other than Kamco Graphix to make modifications. If the client or its agent damages the web pages by attempting to update or modify the clients pages, time to repair is billed at the studio rate or charges will be made to the client for tampering with artwork.
5. Search Engine Optimization (SEO): Kamco Graphix includes basic SEO submission for site publicity on major search engines. Kamco Graphix does not guarantee top placement with basic SEO. Full SEO is available upon request for an additional fee (please inquire). E-mail; client can receive up to 100 customized email addresses per domain. Client can also benefit from email forwarding (please inquire).

II. Payment of fees

Fees due to Kamco Graphix for new web site construction are due and payable on the following schedule:

- 1/2 of the total fee is due upon signing of the contract as a down payment.
- 1/2 of the total fee is due upon project completion. All Kamco Graphix services are subject to the following payment terms: All payments must be made in Canadian funds. Client will receive invoice upon payment. If an amount remains delinquent 30 days after its due date, an additional 15% penalty will be added each month of delinquency. Where a client does not make a payment, Kamco Graphix reserves the right to remove web pages or take down an entire web site from viewing on the Internet until final payment is made. There is a resurrection fee of \$50 to reinstate the site on the Internet. The client understands and agrees to indemnify Kamco Graphix for all costs arising from any collection actions necessary to settle clients account including, without limitation, legal fees, court costs, and collection agency fees. Kamco Graphix reserves the right to disable web sites for non-payment of fees.

Files are not sent to client if Kamco Graphix is the hosting carrier of the clients site, complete backup of the site is taken care of in a few manners. If Kamco Graphix is not responsible for hosting, files will be put on CD and given to client for self-hosting. Files are not sent to client until all payments are made.

Kamco Graphix works quick and efficiently and we do our utmost best to provide customer service, Kamco Graphix provides preliminary choices that can then be altered and modified to the clients needs. With this said, deposits are non refundable (not negotiable). If we do not hold up our end of the agreement and do not provide the client with the designs outlined in the contract and email agreement then you are entitled to a refund. We are a fair and generous company and pride ourselves on going above and beyond on every project to make it work.

III. Copyrights and Trademarks

"Original works of authorship include ... artistic works such as ... computer software and photography. By law, when something is written, drawn, photographed, etc., its copyright is automatically owned by the author. In other words, a copyright exists at the moment the work is created." – www.legalzoom.com/articles/do-i-need-to-copyright-my-website

The client represents to Kamco Graphix and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Kamco Graphix for inclusion in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, defend, and indemnify Kamco Graphix and its subcontractors

from any claim or suit arising from the use of such elements furnished by the client.

All rights not expressly granted hereunder are reserved to Kamco Graphix including, without limitation, rights to all sketches, comps, or other work product and preliminary materials.

IV. Copyright to web pages

Terms of agreement in which Kamco Graphix has rightful ownership: Copyright to a completed website produced by Kamco Graphix is owned exclusively by Kamco Graphix. No element of the site may be used elsewhere in any form or modified in any manner without the express written permission by Kamco Graphix. Working files and computer programs are not transferred to the client and remain the property of their respective owners. The client has the right to use the site for business/promotion but receives neither ownership rights nor the right to make changes to the project without an arrangement made with Kamco Graphix.

Terms of agreement in which the client has rightful ownership: In order to receive *rightful ownership* for a site, the client must have a letter stating *rightful ownership* of the site. An official document signed by both parties and terms need to be agreed upon. There is a flat fee for this document.

In both cases, the client does covenant and agree to Kamco Graphix's fair use of the clients website for promotion of Kamco Graphix services and display in Kamco Graphix's printed and online portfolio. Kamco Graphix reserves the right to revoke any license for non-payment of fees.

B: Graphic Design Terms

I. Authorization

The client is engaging Kamco Graphix as a contractor for the specific purpose of providing graphic design services in any of a variety of media including, without limitation, print, World Wide Web, and television. The description of the said services to be provided and the compensation to be paid therefore are detailed in the attached proposal/contract, signed and dated by both parties.

II. Payment of fees

Fees owing to Kamco Graphix are due and payable on the following schedule:

- 1/2 of the total fee is due upon signing of the contract as a down payment.
- 1/2 of the total fee is due upon project completion.

All Kamco Graphix services are subject to the following payment

terms: All payments must be made in Canadian funds. Client will receive invoice upon payment. If an amount remains delinquent 30 days after its due date, an additional 15% penalty will be added each month of delinquency. The client understands and agrees to indemnify Kamco Graphix for all costs arising from any collection actions necessary to settle clients account including, without limitation, legal fees, court costs, and collection agency fees. Kamco Graphix reserves the right to revoke any license for non-payment.

Final files are not sent to client until payments are made. Kamco Graphix works quick and efficiently and we do our utmost best to provide customer service, Kamco Graphix provides preliminary choices that can then be altered and modified to the clients needs. With this said, deposits are non refundable (not negotiable). If we do not hold up our end of the agreement and do not provide the client with the designs outlined in the contract and email agreement then you are entitled to a refund. We are a fair and generous company and pride ourselves on going above and beyond on every project to make it work.

III. Copyright to finished product

Terms of agreement in which Kamco Graphix has rightful ownership: Copyright to a completed assembled work produced by Kamco Graphix is owned exclusively by Kamco Graphix. No element of the finished product may be used elsewhere in any form or modified in any manner without the express written permission by Kamco Graphix. Working files and computer programs are not transferred to the client and remain the property of their respective owners. The client has the right to use the finished product for business/promotion but receives neither ownership rights nor the right to make changes to the project without an arrangement made with Kamco Graphix.

Terms of agreement in which the client has rightful ownership: In order to receive *rightful ownership* for a project, the client must have a letter stating *rightful ownership* of a project. An official document signed by both parties and terms need to be agreed upon. There is a flat fee for this document.

In both cases, the client does covenant and agree to Kamco Graphix's fair use of the clients project for promotion of Kamco Graphix services and display in Kamco Graphix's printed and online portfolio. Kamco Graphix reserves the right to revoke any license for non-payment of fees.

C: TERMS COMMON TO WEB DESIGN AND GRAPHIC DESIGN

I. Privacy

Kamco Graphix will not reproduce the content or images of clients web site for any other web site design for another client. Kamco Graphix

will keep all intellectual property of the client confidential and private subject to the terms in Clause VII below.

II. Payment Plans

Kamco Graphix offers flexible payment plans. A finance fee equal to 20% of the total contract price will be added. Please inquire for terms.

III. Satisfaction Guarantee

100% Satisfaction Guarantee. If Kamco Graphix cannot produce a design to the clients complete satisfaction this contract becomes null and void. The deposit money will be returned minus any expenses incurred. In the event the client is not satisfied and wishes to halt design work, the client must inform Kamco Graphix as outlined in Clause V below.

IV. Completion Date

Kamco Graphix and client must work together to complete the project in a timely manner. Where completion of the project requires the client to supply Kamco Graphix with text and graphic content, the client must do so within three weeks of the date of execution of this contract.

V. Initial Payment and Refund Policy

The total amount due is outlined in the contract. This agreement begins with the initial down payment of the amount enumerated in the relevant Payment of Fees Clause above.

If the work performed under this contract at the time the halt letter is received exceeds the value of the amount worked at that point, the client shall be liable to pay for all work completed at the studio rate. No portion of the down payment shall be refunded unless written application is made within 30 days of signing this contract.

Files are not sent to client until payments are made. Kamco Graphix works quick and efficiently and we do our utmost best to provide customer service, Kamco Graphix provides preliminary choices that can then be altered and modified to the clients needs. With this said, deposits are non refundable (not negotiable). If we do not hold up our end of the agreement and do not provide the client with the designs outlined in the contract and email agreement then you are entitled to a refund. We are a fair and generous company and pride ourselves on going above and beyond on every project to make it work.

VI. CHANGE ORDERS

In the event clients requirements for the project change significantly a *Change Order* will be issued to amend the original design proposal based on the new requirements. Sufficiently large or numerous changes may require additional fees which will be enumerated in the revised design proposal. Any changes implemented after a projects completion will be billed at the studio rate.

VII. ARBITRATION

Any legal controversy which may arise between the client and Kamco Graphix relating to the contract, unless such controversy can be resolved informally, will be submitted to mandatory, final, and binding arbitration in Montreal, Quebec. This includes, but is not limited to, contract claims, tort claims, or claims of violation of any applicable federal, state, or local law, provided, however, that either party may seek injunctive relief in court to prevent irreparable injury. The sole exceptions to this arbitration provision are:

1. Claims brought by Kamco Graphix for collection of funds due and payable for work performed under this contract which may be brought in any forum having jurisdiction over the parties and subject matter, as discussed above in Clause V;
2. Causes of action for violation of state or federal copyright law. All parties may be represented by legal counsel throughout the proceedings at each party's independent expense. Costs of the arbitrator and arbitration facility will be borne by the party bringing the claim.

VIII. MERGER & SAVINGS

This document memorializes the complete and final agreement between the undersigned parties on the aforementioned issues. The contract formed herein is governed by the laws of Quebec. If any part of this Agreement shall be invalid, illegal, or inoperative for any reason it is the intent of the undersigned parties that the remaining parts, so far as possible and reasonable, shall be effective and fully operative.

IX. Quotations

All quotations given by Kamco Graphix to clients are available for retrieval for 30 days as of the day the quotation has been sent out to client.