

MOTE

TERMS AND CONDITIONS

§ 1. General

[1] The following Terms and Conditions of Service apply to all services and products provided by MOTE studio.

[2] All work is carried out by MOTE studio on the understanding that the client has agreed to MOTE studio's terms and conditions.

[3] Copyright is retained by MOTE studio on all design and artwork including sounds, pictures, concepts, ideas, words, visuals, sculptures, performances and illustrations unless specifically released in writing and after all costs have been settled.

[4] If a choice of design is presented, only one solution is deemed to be given by MOTE studio as fulfilling the contract. All other designs remain the property of MOTE studio, unless agreed in writing that this arrangement has been changed.

[5] These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. MOTE studio reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

§ 2. Project Acceptance

[1] At the time of proposal, MOTE studio will provide the customer with a written estimate or quotation. The Terms and Conditions can be read on MOTE studio's website.

[2] A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to MOTE studio. Alternatively, the client may send an

official order in reply to the estimate or quotation which binds the client to accept MOTE studio's terms and conditions. No work on a project will commence until either document has been received by MOTE studio.

§ 3. Design Charges

[1] Charges for design services to be provided by MOTE studio, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until MOTE studio has received this amount.

[2] 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.

§ 4. Payment

[1] The customer 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 customer will also be required to sign and submit the Approval Form to MOTE studio. 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.

[2] Payments may be made by cash or

previously agreed electronic funds transfer.

[3] Publication and/or release of work done by MOTE studio on behalf of the client, may not take place before cleared funds have been received.

§ 5. Default

[1] An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned money transfer. MOTE studio shall be considered entitled to remove MOTE studio and/or the customer's material from any and all computer system and physical location, until the amount due has been fully paid. This includes any and all unpaid monies due for services and artworks, including, but not limited to, sound files, sound sculptures, video files, visuals, set design items, constructions, posters, business cards, flyers, pamphlets, books, catalogues, magazines, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, technicians, counselors, photographers and libraries.

[2] Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay MOTE studio reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

§ 6. Copyrights and Trademarks

[1] By supplying text, images and other data to MOTE studio for inclusion in the customer's graphic design, sound or visual design, website or other medium, the

customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

[2] Any artwork, sound, images, or text supplied and/or designed by MOTE studio on behalf of the customer, will remain the property of MOTE studio and/or its suppliers.

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

[4] By supplying images, text, or any other data to MOTE studio, the customer grants MOTE studio permission to use this material freely in the pursuit of the design.

[5] Should MOTE studio, or the customer supply an image, text, audio clip or any other file for use in a sound work, video, visual, set design, construction, poster, business card, flyer, pamphlet, book, catalogue, magazine, web design, multimedia presentation, print item, exhibition 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 allow MOTE studio to remove and/or replace the file on the site.

[6] The customer agrees to fully indemnify and hold MOTE studio 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 permissions.

§ 7. Alterations

[1] The customer 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 customer also agrees that MOTE studio holds no responsibility for any amendments made by any third party, before or after a design is published.

§ 8. Licensing

[1] Any design, artwork, sound, copywriting, drawing, idea or code created for the customer by MOTE studio, 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 MOTE studio and any of its relevant sub-contractors.

[2] 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. MOTE studio will not be held responsible for any and all damages resulting from such claims. MOTE studio is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold MOTE studio responsible for any such loss or damage. Any claim against MOTE studio

shall be limited to the relevant fee(s) paid by the customer.

§ 9. Data Formats

[1] The client agrees to MOTE studio's definition of acceptable means of supplying data to the company.

[2] Text is to be supplied to MOTE studio in electronic format as standard text (.txt), MS Word (.doc) on USB stick, external hard drive or via e-mail.

[3] Images which are supplied in an electronic format, are to be provided in a format as prescribed by MOTE studio via USB, external hard drive or e-mail.

Images must be of a quality suitable for use without any subsequent image processing, and MOTE studio will not be held responsible for any image quality which the client later deems to be unacceptable. MOTE studio cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

[4] 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.

§ 10. Design Project Duration

[1] Any indication given by MOTE studio of a design project's duration is to be considered by the customer to be an estimation. MOTE studio 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

MOTE studio for the initial payment or by date confirmed in writing by MOTE studio.

§ 11. Design Project Completion

[1] MOTE studio considers the design project complete upon receipt of the customer's Review and Approval through email. Other services such as printing, display panel production, filmwork, website uploading, publishing etc., either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

§ 12. Design Credits

[1] The customer agrees to allow MOTE studio to place a small credit on printed material exhibition displays, advertisements and/or a link to MOTE studio's 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.

[2] The customer also agrees to allow MOTE studio to place designs, websites and other designs, along with a link to the client's site on MOTE studio's own website for demonstration purposes and to use any designs in its own publicity.

§ 13. Website Design Only

[1] Once web design is complete, MOTE studio will provide the customer with the opportunity to review the resulting work. MOTE studio 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, colour schemes or any navigation features. Any minor changes can be notified to MOTE studio by e-mail and confirmed by post.

[2] MOTE studio 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.

§ 14. Rights of Access for Website Construction

[1] The client agrees to allow MOTE studio 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, usernames and passwords. The customer also agrees to allow MOTE studio access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

[2] The customer agrees to supply MOTE studio with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

§ 15. Hosting Websites

[1] MOTE studio does not offer in-house hosting services. MOTE studio can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. MOTE studio may request that clients change the type of hosting account used if that account is deemed by MOTE studio to be unacceptable because of poor service, lack of

bandwidth or in any other way insufficient to support the website. Fees due to the hosting organization are the responsibility of the client and MOTE studio are not liable for their payment.

§ 16. Domain Registration

[1] MOTE studio cannot guarantee the availability of any domain name. Where MOTE studio is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

§ 17. Search Engine Submission

[1] Due to the infinite number of considerations that search engines use when determining a site's ranking, MOTE studio 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.

§ 18. Kids' Privacy

[1] 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.

§ 19. Rights of Refusal

[1] MOTE studio 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. MOTE studio also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that MOTE studio does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow MOTE studio to remove the contravention without hindrance, or penalty. MOTE studio is to be held in no way responsible for any such data being included.

§ 20. Cancellation

[1] Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, MOTE studio 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 MOTE studio within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

§ 21. Disclaimer

[1] MOTE studio makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies.

[2] MOTE studio will not be held responsible for any and all damages resulting from products and/or services it supplies.

[3] MOTE studio 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 customer agrees not to hold MOTE studio responsible for any such loss or damage. Any claim against MOTE studio shall be limited to the relevant fee(s) paid by the customer.

[4] MOTE studio 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. MOTE studio will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

§ 22. Acceptance of Quotation and Terms and Conditions

[1] The placement of an order for design and/or any other services offered by MOTE studio and validated by the customer'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 MOTE studio.

MOTE

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