



TERMS + CONDITIONS

The following Terms and Conditions of Service apply to all HasneoUnique products and services offered. HasneoUnique carries out all work with the understanding that the client has agreed to HasneoUnique terms and conditions.

HasneoUnique Design Process. The process any client, old or new, should expect to go through when wanting work done is as followed:

1. **Consultation.** This is done over the phone or via Skype video conference call.
2. **Agreement + Payment.** Client will be emailed follow-up information post-consultation regarding their inquired project/service information and agreements that will need to be signed as well as an invoice they will be required to pay before start of any work.
3. **Project Start.** The estimated start date will be discussed and proceed from there. Client and designer will continue to further communicate and share information for the service being provided.
4. **Project Brief.** Upon nearing the completion of a project/service, the client will receive follow-up information that will ask for feedback on anything worked on. We will make sure things are done, agreed upon, and taken care of if needed to be altered in any way before closing the project.

5. **Project Close.** Once a project/service has been completed, a follow-up email will be sent summarizing the project, payment(s) made, dates, and any other detailed information needed for the records of the client. A final agreement will be sent for the client to sign off on.

DESIGN CHARGES. The client is responsible for inquiring about any services that he/she may want to use. You may contact HasneoUnique for further information by using the “**Request A Quote**” section of the website or by contacting directly at **neosha@hasneounique.com**.

There are two ways payments and projects are arranged.

High Priority Projects

- To be considered a “high priority”, payments for inquired project or service must be paid in full via given invoice after agreement has been signed. These projects will be placed in the Design Queue ahead of lesser important projects. They are also the leading projects to be completed ahead of others unless project becomes a “Ghost Project” (see “*Ghost Project & Default*”).

Low Priority Projects

- To be considered a “low priority”, the client must request to make payments in deposits. Before any work is started, the client is required to pay a mandatory, non-refundable deposit of 50% of the overall project price/quote via given invoice. This is non-negotiable. If client wants to use this invoice option but request project to be completed at any given date, a rush-order fee will be added to their project total.

All payments must be submitted through PayPal invoice. PayPal charges a processing fee of 2.9%+.30%, which HasneoUnique adds to the base cost of a client's project.

CHARGES FOR OTHER SERVICES. Charges for additional services not quoted in the original invoice will become fully payable (100% due)

at the time of estimate or inquiry to have completed. If client decides that during the design process that he/she wants to add another logo design or other service, that service must be paid for in full before being completed.

DESIGN PROOFS/DRAFTS. All work will be submitted and made available for client's approval. HasneoUnique shall incur no liability for any errors not corrected by the client in works submitted to HasneoUnique. Client alterations and additional proofs necessitated thereby shall be charged extra (*if HasneoUnique deems necessary*). When content, style, type, or layout is left at the discretion of HasneoUnique's judgment, changes made therefrom will be subject to charges. No responsibility will be accepted for differences between proofs and work supplied to the client where the methods of production differ.

REVISIONS & ALTERATIONS. New work requested by the client and performed by HasneoUnique after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, HasneoUnique will submit a proposal revision to the client and both parties must agree to a revised additional fee before further work proceeds.

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.

PAYMENT. The client agrees to pay HasneoUnique in accordance with the terms specified in each proposal/estimate. Clients will be required to pay 50% of the project cost before work can begin, this remains non-negotiable for deposited projects. Unless otherwise specified, all subsequent balances are payable upon art approval.

The remaining balance of an invoice becomes payable immediately. Payments are made by electronic PayPal invoice in US Dollars. Checks and wire transfers are not accepted. Start,

publication, and/or release of work done by HasneoUnique on behalf of the client, will not take place before cleared funds have been received.

“Ghost Project” & Default. An account shall be considered default if it remains unpaid for 15 days from the date of final invoice and/or no correspondence has been made for 14 days after designer has tried to reach out. HasneoUnique shall be considered entitled to remove all the client's project material from computer system, until the amount due has been fully paid.

An account is considered a “Ghost Project” when a client fails to respond or to any correspondence being sent to them, fail to send such information needed for their project (i.e., web content, text, etc.), fail to contact HasneoUnique in the event of “life event” that hinders from quicker contact, or any other lack thereof. Clients who do not respond, contact, or send information needed after a period of 2 weeks of last correspondence will be notified of their project position as being subjected to “Ghost Project” status. If a client fails to respond again after 7 days, the client will be flagged as having abandoned their project. If the client happens to contact HasneoUnique afterwards (*client will see via email*), and wants to complete project, the client will have to pay at least 50% of quoted overall project fee before any further work can be re-opened and completed.

It is the client's responsibility to contact HasneoUnique if final invoice cannot be paid. The client must adhere to any payment arrangement agreed upon.

COPYRIGHTS & TRADEMARKS. By supplying text, images and other data to HasneoUnique via email or the submissions form for inclusion in the clients' website or marketing material, 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.

The client may request by email from HasneoUnique, the necessary permission to use materials (for which HasneoUnique holds the copyright usage) in forms other than for which it was originally supplied, and HasneoUnique may, at its discretion, grant this or not. Such permission must be obtained by email request 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 HasneoUnique, the client grants HasneoUnique permission to use this material freely in the pursuit of the design.

Imagery provided by HasneoUnique is researched to be royalty free for use to the best of our knowledge. If anything were to emerge, HasneoUnique will remove any content deemed not for commercial or personal use by client or company.

LICENSING. Any design, copywriting, drawing, idea or code created for the client by HasneoUnique, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, reused, or re-distributed in any way or form without the express written consent of HasneoUnique and any of its relevant sub-contractors. The client should register all design work where there is a risk that another party make a claim, with the appropriate authorities prior to publishing or first use, or searches and legal advice sought as to its use. HasneoUnique will not be held responsible for any and all damages resulting from such claims. HasneoUnique is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold HasneoUnique responsible for any such loss or damage. Any claim against HasneoUnique shall be limited to the relevant fee(s) paid by the client.

IMAGE SUBMISSIONS. Images must be of a quality suitable for use without any subsequent image processing, and HasneoUnique will not be held responsible for any image quality, which the client later deems to be unacceptable. HasneoUnique cannot be held responsible for the quality of any images submitted by client.

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

DESIGN CREDITS. The client agrees to allow HasneoUnique to place a small credit on printed material, exhibition displays, advertisements and/or a link to HasneoUnique on website belonging to the client.

CANCELLATION. Cancellation of projects orders may be made initially by telephone contact, or e-mail. The client will then if not previously be invoiced for all work completed over and above the non-refundable deposits made. The balance of monies due must be paid within 7 days. Please note: any cancellation which is not formally confirmed in e-writing and received by HasneoUnique within 7 days of such instruction being issued, will be liable for the full quoted cost of the project.

No refunds of monies spent will be made to the client. The client may use the deficit of monies spent and put it towards other services offered by HasneoUnique.

TERM AND TERMINATION. The term of this agreement will continue for work in progress, length of partnership, or until request to cancel by either party. If client should direct HasneoUnique at any time to cancel, terminate or "put on hold" within this timeframe any previously authorized purchase, HasneoUnique will promptly do so, provided that the client holds HasneoUnique harmless for any costs incurred as a result. Upon termination of this agreement, HasneoUnique will transfer to client all property and materials which have already been paid for. Client will indemnify and hold HasneoUnique harmless for any loss or expense (including attorney's fees), and agree to defend HasneoUnique in any actual suit, claim or action arising in any way from the working relationship. This includes, but is not limited to assertions made against the client and any of its products and services arising from the publication of

materials that HasneoUnique prepares for the client before publication.

ACCEPTANCE OF TERMS AND CONDITIONS. The placement of an order for design and/or any other services offered by HasneoUnique and validated by the client's approval 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 HasneoUnique.

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