

NCORE DESIGNS

WEBSITE TERMS AND CONDITIONS OF USE AGREEMENT

APPLYING TO SERVICES RENDERED

(EDITION DATED AUGUST 2018).

WEBSITE TERMS AND CONDITIONS OF USE

IMPORTANT -This Website Terms and Conditions of Use Agreement (“Agreement”) is between NCORE DESIGNS (“ND”), and you (“User,” “You” or “Your”) and is a legal agreement between You and NCORE DESIGNS. This Agreement is effective as of the date you access the NCORE DESIGNS Website. This Agreement states the terms and conditions under which you may use the NCORE DESIGNS Website. You may access the Site in several ways, including but not limited to, the World Wide Web, PDA, mobile phone and RSS feeds. These terms and conditions apply whenever you access the Site, on whatever device. Please read this Agreement carefully before accessing and using the NCORE DESIGNS Website. By using and accessing the NCORE DESIGNS Website, You indicate that You have read and understood this Agreement and agree to be bound by this Agreement. If You do not accept this Agreement, you may not access and use the NCORE DESIGNS Website. NCORE DESIGNS may revise this Agreement at any time without notice by updating this Agreement. You should visit this web page periodically to review the Agreement.

1. TERMS OF AGREEMENT

- 1.1. This Agreement commences on the commencement date and continues until the Designer completes the Services or this Agreement is terminated.
- 1.2. The Designer and Client will agree on the period within which the Artwork should be completed and give specific timelines based on the complexity of the Services needed and any external circumstances.
- 1.3. The Client must ensure to provide all the necessary information necessary at the beginning of the development stage, failure to which delays will be occasioned.

2. CLIENTS PERFORMANCE

2.1. The Client must provide the Designer with clear and concise written instructions in a timely manner to allow the Designer to perform the Services.

3. REMUNERATION

3.1. In consideration for the Designer providing the Services, the Client will pay the Designer all fees agreed between the parties.

3.2. The Client agrees to pay the sum of 50% deposit of the agreed costs before commencement of Services, with the balance being paid on completion of the Artwork.

3.3. Where there is a requirement for an upfront payment to be paid by the Client prior to the Designer commencing providing the Services, that payment is strictly non-refundable.

3.4. The Client will reimburse the Designer for such out-of-pocket expenses incurred by the Designer in the course of providing the Services.

4. ASSIGNMENT OF COPYRIGHT

4.1. The ownership of copyright in all Works produced by the Designer which are not ultimately used remains with the Designer. The Designer also retains copyright in the following: A fee will be levied should the Client seek to acquire the following:-

(i) Draft concepts;

(ii) Working notes and any other internal written materials;

(iii) Preliminary drafts, drawings illustrations, photographs, and designs;

(iv) Preliminary electronic works including website drafts, source code development tools, programs, multimedia applications and programmers' notes;

(v) Draft videos, sound recordings, outtakes, storyboards, scripts, screenplays, and character lists;

(vi) Designs which are rejected by the Client; and

(vii) Source files.

4.2. No copyright or any other intellectual property rights in the materials will be licensed to the Client until the Designer has been paid in full all of the Designer's Fee.

4.3. Once the Designer's Fee is paid in full by the Client, the Designer will licence to the Client copyright in the Works, limited to the purpose and media described in the Services. The

Designer's Fee is based upon this limited licence of copyright. If the Client requires a more encompassing licence or assignment, this must be the subject of further negotiations between the Client and Designer. An assignment of copyright will only be granted if the Designer provides this in writing.

- 4.4. We reserve the right to deny access to the Client to any of the documents mentioned in Section 7.1.

5. SELF- PROMOTION BY DESIGNER

The Designer retains the right to use and reproduce the Works for the purposes of:

- 5.1. promoting the Designer's skills and services, including by entering the Works in competitions or design publications relating to professional quality and recognition in the Designer's industry; and
- 5.2. display of the Works in the Designer's portfolio of work, including for the purpose of soliciting new work from third parties.
- 5.3. Reselling the Artwork after 6 (six) months without infringing Copyright, by placing them on the Envato Market Site.

6. RETRIEVAL OF WORKS

- 6.1. The Designer retains electronic archives of completed Works for a period of no longer than 6 Months. If the Client requests retrieval and delivery of the Works after the Term has expired, and the Designer provides those services, then the Client must pay the Designer a service charge for those services;
- 6.2. To the fullest extent permitted by law, the Designer accepts no liability for any loss or damage that may occur to archived work.

7. ACCEPTANCE

- 7.1. The Designer will deliver the Works to the Client:
 - (i) upon completion of the Works; or
 - (ii) otherwise in accordance with the Agreement between the Parties.
- 7.2. Following receipt of the Works the Client agrees within 14 days of delivery to examine the Works and to give the Designer notice of acceptance or rejection of the Works or

advise the Designer of the changes or revisions which the Client requires to be made. All changes or revisions will be charged to the Client by the Designer on a time and materials basis, subject to the Agreement between the parties.

7.3. The day upon which the Client gives the Designer notice of acceptance of the Works is deemed to be the Delivery Date.

8. CONFIDENTIALITY

8.1. Except as expressly set out in the Terms and Conditions, Ncore designs cannot ensure the privacy, security or authenticity of any information, instructions or communications you send to us or that we send to you. Ncore designs will not be responsible for any damages or loss, of any kind, that you may incur if you communicate confidential information to us or if we communicate such information to you at your request.