



G.BORLAND DESIGN STUDIO

BRINGING YOUR DREAM TO REALITY

## Legal Terms + Conditions ~ What you need to know

All clients must read and agree to the points laid out below.

By entering into a business relationship with G.Borland Design, you (the Client) agree and consent to the following terms and conditions:

### **TIMEFRAME AND DELIVERY**

G.Borland Design will provide the initial draft concepts to the Client within the timeframe agreed upon in the initial consultation. Please note that if we are experiencing higher than usual demand, your design will be scheduled for the next available time slot and you will be notified at the earliest possible time. G.Borland Design will post the initial designs in an email or to a web site for review by the Client. The Client will then be able to view his/her draft designs and also be able to provide feedback concerning the design.

G.Borland Design will analyze the Client's feedback and revise the designs. The revised samples will be presented to the Client within the specified timeframe. Regular working days are Monday through Friday, 8am - 5pm Eastern Standard Time, excluding Canadian holidays. G.Borland Design will continue the revision process as per the terms of the specific contract, until Client is satisfied. Once the Client has approved the final design, the Client will complete any remaining payment owed, and G.Borland Design will then proceed with the delivery phase. All requested formats of the approved logo are then emailed or posted to the client download area for the Clients use.

### **COPYRIGHT / TRADEMARKS**

The Client unconditionally guarantees that any element of text or graphics furnished to G.Borland Design for inclusion in the design do not infringe on any copyright or trademarks that have been already established by another company or organization. The Client will hold harmless and protect G.Borland Design from any claim or suit arising from the use of such as furnished by the client.

G.Borland Design makes every effort to produce original artwork. If, however, we create artwork for you which accidentally infringes on any existing trademarked artwork, G.Borland Design liability is limited only to a refund of the paid amount. G.Borland Design will do no research checking on the legal availability of the name we are creating designs for. It is the Client's responsibility to ensure that the name of their product, company or service is not already in use, and it is the Client's sole responsibility to secure a service mark or trademark to protect the rights to any name or image. G.Borland Design and it's employees 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.

Ownership of the final artwork becomes the full property of the Client, having unlimited, indefinite and unrestricted use of the design, only upon payment of all fees owing. Until the contract is paid in full, all materials remain property of G.Borland Design. G.Borland Design retains the right to display the artwork in their corporate portfolios and marketing materials. Unless otherwise arranged with your project manager, all stock photography is used under royalty-free licence of G.Borland Design. As such, the Client has legal rights to use the protography only within the scope of the purchased design, and all original copyright is retained by the photographer or licencing agency. Exclusive, rights-managed photography is available, but will incur additional cost.

All concepts furnished to the client are for client review and comment purposes only. Until all project invoices are paid in full by the Client, G.Borland Design will retain exclusive copyright and ownership of all design and draft materials. Ownership of final designs are transferred to the client on payment of all fees, however unless otherwise arranged in writing, G.Borland Design retains ownership of all draft materials not used in the final design.

### **DRAFT CONCEPT POLICIES AND COPYRIGHT**

All draft concepts previewed by the client are for client review and comment purposes only. Until final design balance is received by G.Borland Design, all logos, artwork, concepts and designs remain the copyright and exclusive property of G.Borland Design. G.Borland Design reserves the right to utilize and/or reproduce any image, logo or illustration created by G.Borland Design in advertising, electronic or traditional reproduction, with the addition of any copyright and/or trademark notice that may be requested by the owner of the work. The client is granted unlimited royalty-free use of the image upon full payment of all fees. G.Borland Design retains the rights to concepts, comprehensives and all artwork involved in the design process prior to the final artwork, and is granted the right to use these logos in promotional and advertising and marketing materials.



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## REVISIONS AND AUTHOR ALTERATIONS

Any and all revision requests or project additions/alterations **MUST** be furnished to the project manager in writing. Revisions may be discussed verbally, however no work will be done until the Client submits their revisions in writing, either by Email, Mailed Letter or Fax. The Client understands that revision work, along with requests for project additions or author alterations, will incur the same hourly billable as noted in the project quotation. Revision work is not done free of charge unless otherwise arranged, in writing.

The quotation assumes a reasonable average number of revisions per design item, but on very rare occasion a project arises in which the Client requests an unusually large number of drafts or revisions. Any and all revisions will still incur the hourly rate as noted on the project quotation, and the Client confirms that any revisions or additions they request will incur this cost.

## PAYMENT POLICIES

Graphic design is a professional service, not a restockable product or commodity - customers are billed for the time and expertise of our graphic designers, art/creative directors and project managers. In accordance with industry standards, G.Borland Design charges for design services by the hour (unless a flat fee has been negotiated in writing) and does **NOT** offer refunds under any circumstance (except in the case of copyright infringement as noted above).

G.Borland Design does **NOT** engage in speculative work and will not honour any requests for same (see [www.no-spec.com](http://www.no-spec.com) for more information about spec work). We have provided an extensive public portfolio, making it easy for potential clients to judge whether the style and quality of design offered by G.Borland Design is a good fit for their organization.

All quotations given are estimates only, unless otherwise negotiated and noted in writing on your quotation. Final invoices will reflect actual hours worked on your project which may or may not differ from your quotation. The final invoice will not exceed the quoted amount by a margin of over 5% without prior notification and written authorization by the client.

An upfront deposit of 50% (based on the quotation amount) is required for all new projects.

Preferred clients requiring long term and ongoing design work will be placed on a monthly billing cycle, which will allow said client to skip the quotation/deposit phase. Clients on monthly billing will be invoiced on or around the 22nd of each month.

Deposits and payments may be made in a number of ways:

- Credit Card (Visa, Mastercard, or American Express)
- Company or Certified Cheque
- Bank or Wire Transfer
- Money Order or Bank Draft

We do not and will not accept PayPal, as they offer no fraud protection to service based merchants.

Online payments are processed securely using 1024bit encryption ([click here to make a payment](#)). Please contact your project manager for details.

We are happy to submit invoices in your local currency, however please note that credit card payments will require conversion to \$CDN or \$USD. If your invoice is in another currency, you are still welcome to pay by credit card, but your total will be automatically converted by our gateway to \$CDN during processing. [Click Here to view current exchange rates](#).

All invoices are payable on receipt, net 14 days. If the client is sending payment through the mail, we will accept a tracking number as notice of payment.

- Inactive Status

If there has been no activity initiated by the client on a project in 30 days, but the client has been responsive to status requests by the project manager, said project will be classified as "inactive". Inactive projects are invoiced periodically throughout the fiscal year, to ensure all parties are able to keep their records up-to-date. Please note that an inactive classification has no adverse effect on your account, provided all invoices are paid on time. If your project is incomplete and you have received an inactive project invoice, please rest assured that you are being invoiced only for work actually completed to date, and that you are welcome to re-open the project at any time. Upon payment of your invoice, you will have rights to request delivery of any design files (complete, or otherwise).



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- **Delinquent Status**

After 30 days, a late payment charge of 2% per month (26.82% p/a) is applied to all delinquent accounts, without exception and retroactive to the date of invoice. If the account remains in default after 60 days, or if the customer's payment is charged back to us by way of credit card fraud, cheque fraud or other crime, we will issue one final notice before turning the account over to a third-party collections agency. Late fees will continue to accrue on your account, and you will be responsible for all costs incurred for placing you in collections. Refusing to pay your bill is theft, and we take it very seriously. If collection efforts are unsuccessful, we will engage the client in litigation to collect the debt, and all copyright will revert to G.Borland Design. In such a case, we will retain the right to repossess any and all materials created for the client. The client will have no rights to use the materials in any way, shape or form, and legal action will be taken to enforce this policy.

- **Abandoned Status**

If a client should abandon a project by way of negligence (e.g., cutting off contact, refusing to respond to emails or phone calls), an invoice shall be issued for the full quoted amount, regardless of project status on abandonment. Abandoned projects are also subject to an accelerated collections policy, and will be submitted to a third-party collections agency if not paid or addressed within 30 days.

### **G.Borland Design WEBSITE**

Unless otherwise specified and/or credited all images, artwork, text and graphics, of this site, are the copyright of G.Borland Design. All rights reserved. All other images are the copyright and/or trademark of the respective owners.

The information presented on the G.Borland Design web site is copyrighted to G.Borland Creative Design. This copyright does not supersede any copyrights that may exist in the logos, artwork and designs presented. These works are copyright and/or trademarked by the respective owners.

Designs, original art and clip art presented by G.Borland Design are for the use of the authorized client. All art, images, designs, and material are copyright of G.Borland Design and may not be resold, added to clip art collections or any other unauthorized form of distribution or reproduction without the express written permission of G.Borland Design and the images contained within.

All material featured on gborland.com are offered for informational purposes only, and are offered on a 'as is' basis. ANY third party use of graphic or written material found on the gborland.com site, including mirroring or copying any part of the site, is strictly forbidden without the express written consent of G.Borland Design or their authorized representatives.

A note to would-be plagiarists: It's not worth it. We are an ethical company, and demand the same of our contemporaries. We actively seek out and pursue those who attempt to copy our work, and will prosecute to the fullest extent of the law in addition to publicly exposing all discovered plagiarists. If we find a design in the public sphere that has been blatantly plagiarized, we will contact your client first, then we will have our attorneys contact you.

This web site has been PICS labeled as suitable for all ages by SAFESURF, and our staff support their aims in the areas of protecting children from potentially harmful material whilst simultaneously maintaining the protection of freedom of publication on the Internet.

Visitors are permitted, and encouraged to link to this site. You are welcome to link to any page or section of the G.Borland Design web site.

### **PRIVACY POLICY**

We respect and are committed to protecting your privacy. This Privacy Policy lets you know how your personal information is processed and used. We promise that we will take steps to use your personal information only in ways that are compatible with this Privacy Policy.

#### **What information are you collecting and how are you collecting it?**

Every computer connected to the Internet is given a domain name and a set of numbers, that serve as that computer's "Internet Protocol" IP address. When a visitor requests a page from within our site, our web servers automatically recognize that visitor's domain name and IP address. The domain name and IP address reveal nothing personal about you other than the IP address from which you have accessed our site. We may use this information to examine our traffic in aggregate. Our web servers do not automatically record e-mail addresses or any personal information of the visitors.



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### **Sensitive Information Disclosure**

Any hosting account information, FTP information, or domain registrar account information provided to your design team will be kept in the strictest of confidence, will be used only by G.Borland Design developers assigned to your account, and will be used only for the purposes of setting up your website, managing your website, providing technical support, or other purposes established in writing with your project manager.

### **Information Storage**

Client accounts and project file archives are stored on a dedicated, secure, in-house server that is not accessible (physically or otherwise) by anyone other than G.Borland Design owners. For security reasons, there are no backups for this server.

### **What information do you collect when I pay an invoice?**

We accept a number of different payment methods, including several offline options (credit card by telephone or fax, wire transfer, or cheque by mail). We also offer secure and convenient payment online. Your credit card information will be processed via secure, tested and trusted servers. All connections in processing your credit card online are encrypted via SSL, to the same (and in some cases, higher) level of encryption as that used by major online banking websites. Your information will not be shared or sold to third parties for any purpose.

### **Will you disclose the information you collect to outside third parties?**

G.Borland Design will only disclose personal information and/or an IP address, when required by law or in the good-faith belief that such action is necessary to:

- 1) Cooperate with the investigations of purported unlawful activities and conform to the edicts of the law or comply with legal process served on G.Borland Design,
- 2) Protect and defend the rights or property of G.Borland Design site and related properties, or visitors to the G.Borland Design site and related properties,
- 3) Fulfill a user's order or request.

G.Borland Design uses reasonable precautions to keep the information disclosed to us secure. We are not responsible for any breach of security or for any actions of any third parties that receive the information. We are not responsible for such third party privacy policies or how they treat information about their users

### **What else should I know about my privacy when online?**

The G.Borland Design website may contain links to third party websites. G.Borland Design is not responsible for the privacy practices or the content of such third party websites or advertisers. We do not share any of the individual personal information you provide with the third parties to which we link. Please check with those websites to determine their respective privacy policies.

Please keep in mind that whenever you disclose personal information online through e-mail, forums, discussion lists, or unsecured pages, that information can potentially be collected by others, despite the security measures in place by the sender and/or recipient of such messages. In short, IF you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return. Ultimately, you are solely responsible for maintaining the secrecy of your personal information. Please be careful and responsible whenever you're online.

### **YOUR CONSENT TO THIS AGREEMENT**

By using the G.Borland Design web site and/or engaging in business with G.Borland Design, you consent to the terms specified above. We reserve the right to modify this policy. If we do change our Privacy Policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

Should it happen that a client's own terms and conditions conflict with any of the same set out on this page, this document shall be considered to be the authoritative one, unless a separate contract has been signed by the client and by an authorized agent of G.Borland Design.

### **Please send any questions about our policies to: [info@gborland.com](mailto:info@gborland.com)**

If you have any questions about these terms, or would like information about licensing images and/or materials from G.Borland Design please feel free to contact us.