



GENERAL TERMS OF USE AND SERVICES

BINDING FOR ALL CLIENTS

North Star Design Studio, Milford Connecticut 06461, email: begin@northstardesign.studio (referred to herein as either the “Designer” or “we” or “us”) presents the following **GENERAL TERMS OF USE AND SERVICES BINDING FOR ALL CLIENTS** (referred to herein as either the “Client” or “you”). The terms of this Agreement shall be effective immediately upon receipt of any payment. North Star Design Studio solely reserve the right to amend, change, withdraw or substitute the GENERAL TERMS OF USE AND SERVICES and its terms and conditions at any time.

A. DESCRIPTION OF ALL PROJECTS:

1.1. All Projects:

Timelines: The timeline for all projects shall progress in four stages: Initial Project Request/Discovery Conversation, Initial Concept Reviews, Project Refinement and Client Approval of Final Deliverables.

The terms of this Agreement are confidential and may not be shared with third parties without Designer’s express consent.

1.2. Schedule: Preliminary designs for Initial Concept Reviews will be provided to you within a **pre-determined time-frame** from when we receive both the deposit and relevant signed proposal unless specified in writing otherwise. Project refinements and completion dates dependent on client responsiveness to: content requests, draft reviews and approval of individual deliverable elements.

B. TERMS AND CONDITIONS

1. Payment Terms:

1.1 Design Fees: The total cost of the Deliverables will be agreed to in advance of any design work commencing (**the “Design Fees”**). Any applicable sales tax, our out-of-pocket expenses, the fees for any Additional Services (as defined in Sec. 1.2 below) and Change Requests (as defined in Section 1.5 below) shall be billed separately (collectively, “Additional Costs”).

1.2 Fees for Additional Services: The Design Fees do not include costs for the creation of artwork, such as photography, fine illustration, charts or graphs, and any necessary electronic manipulation of imagery, such as retouching and color correction, will be quoted as needed (“Additional Services”). Once you have chosen a creative direction, we will supply estimates for the fees of any Additional Services at that time. Unless expressly referenced in the Deliverables, any post-delivery service provided by us, including but not limited to our maintenance package, search engine optimization or database/CRM/CMS integration services are not included in the Design Fees, and will be invoiced separately.

1.3 Payment Schedule: 100% of the Design Fees are due immediately upon your signing/approving the relevant project’s Agreement (and prior to us commencing work) (“Deposit”). Design Fees are non-refundable. Any and all Additional Costs are due upon completion of the Deliverables (the “Final Deliverables”) and prior to the original design files being turned over for your use and/or going “live” or to press. Interest of 10% per month will be added to invoices outstanding for more than 30 days. If it necessary to hire an attorney to enforce collection on any amount past due under this Agreement, we shall be reimbursed by you for all legal and other reasonable costs related thereto, including reasonable attorneys’ fees and costs.

WE EACH IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN ADDITION, YOU ACKNOWLEDGE THAT THE TRANSACTIONS REPRESENTED BY THIS AGREEMENT ARE COMMERCIAL TRANSACTIONS AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHTS TO NOTICE OF AND HEARING ON PREJUDGMENT REMEDIES UNDER CHAPTER 903A OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTES AFFECTING PREJUDGMENT REMEDIES.

1.4 Third Party Vendors: You are responsible for all printing, fulfillment, filing, hosting, registration, email, media, software, and/ or app fees associated with the Deliverables. Any third-party vendors used to complete the Project are to be paid directly by you in accordance with each such third-party vendor’s individual terms of service. In the event that the Deliverables will be uploaded, posted, or otherwise displayed on such third-party vendor’s app or website, you shall be solely responsible for the Deliverables’ compliance with each third-party vendor’s terms of use and/or privacy policy or similar policies on such app, platform or website. You agree to hold such third-party vendors solely responsible for maintaining their own services and products and acknowledge that we are not party to nor responsible for your contracts with third-party vendors. We are not responsible for ADA or GDPR compliance, GDPR enhanced privacy policy is recommended for any and all website deliverables.

1.5. Change Requests. Our Design Fees are based on the specific Deliverables presented in this Proposal. You agree to pay additional charges for changes you request (e.g. changes in strategic and/or creative direction or additional elements) that are outside of the Proposal’s parameters set forth above (“Change Requests”) and you acknowledge that such Change Requests may lead to delays in Project completion. Such Change Requests shall be charges at our standard hourly rate of **\$00** per hour (one hour minimum charge applies).

1.6 Cancellations. Either you or we can cancel this Agreement for convenience (effective upon written notice), by mutual agreement or for cause if the other party becomes insolvent, files for bankruptcy, makes an assignment for the benefit of its creditors or breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach. In the event of such cancellation, we shall be compensated for our services based upon the percent of completion but the amount of such compensation shall not be less than the **non-refundable Deposit**, all Additional Costs incurred through the cancellation date must be paid, and no License shall be granted. For example, if the Initial Concept Review has commenced, the Project will be deemed 50% completed, if the Project Refinement has commenced, the Project will be deemed 75% completed, and if the Client Approval of Final Deliverables has commenced, the Project will be deemed 100% completed. Upon cancellation, all design/ creative/usage rights revert to us and you must return all original art to us, including sketches, comps, or other preliminary materials. Notwithstanding the forgoing, in the event of cancellation for convenience by us or for cause by you, at your election and upon full payment of compensation as provided in this Section 1.6, we will grant the License with respect to the Deliverables provided to and accepted by you as of the date of cancellation.

2. Parties’ Responsibilities.

You agree that you will do the following in a timely manner: (i) designate the individual who will be making the final design decisions for you and provide us with their contact information; (ii) coordinate any decision making with third parties who will be contributing to the design project, (iii) provide us, in a form suitable for reproduction or incorporation into the Deliverables, all of your materials, information, factual, promotional, or other advertising claims, photography, writings and other creative content to be used in the preparation of and/or incorporation in the Deliverables (“Client Content”), and (iv) perform all final proofreading and (v) ensure all Client Content is accurate, legal and conforms to the applicable standards of your industry. In the event that you approve the Deliverables as the Final Deliverables (as defined below) but there are errors, such as but not limited to typographic errors or misspellings, in the Deliverables, you agree to pay the costs of correcting such errors as additional Change Requests. If you fail to respond to communications from us for more than 5 days, a re-installment fee of \$150.00 may be charged at our discretion and would be due before the project would be resumed. On our part, we agree that we will provide the design services described in this Agreement in a professional and workmanlike manner and in accordance with the reasonable professional standards for such services.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, WE MAKE NO WARRANTIES WHATSOEVER. WE EXPLICITLY DISCLAIM ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

3. Usage Rights:

Upon our receipt of 100% of the Design Fees and the Additional Costs, if any, and upon your compliance with the terms of this Agreement, we agree to grant to you a limited, non-transferable perpetual license (“License”) to display and transmit final version of the Deliverables (“Final Deliverables”), excluding the right to authorship credit, modification and resale, which we retain. Any of our preliminary designs and work product that are not incorporated into the Final Deliverables are not included in the License. You agree to return all such preliminary designs and work product to use within 30 days of the completion of the Project and delete any related digital files in email or stored on hard drives, backup servers and cloud storage. We agree that the Final Deliverables are produced with the intent that they will be unique and we will not seek to resell or publish the Final Deliverables except that we reserve the right to use the Final Deliverables in any form for marketing purposes. You agree to grant us the limited, non-transferable perpetual license to use any trademark or other copyrighted material in the Client Content or third-party material incorporated into the Deliverables at your request (“Third-Party Material”) in such marketing purposes. All other rights to be negotiated separately.

4. Indemnification. You agree to indemnify, save and hold us harmless from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of your responsibilities or obligations, representations or warranties under this Agreement, including without limitation, those arising out of any of the Client Content or Third-Party Material incorporated into the Deliverables at your request for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release. Our services and work product are sold ‘as is’. Our liability to you for any reason arising from or connected to this Agreement in any way shall be limited to the amount actually paid to us by you.

YOU AND WE EACH IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN ADDITION, YOU ACKNOWLEDGE THAT THE TRANSACTIONS REPRESENTED BY THIS AGREEMENT ARE COMMERCIAL TRANSACTIONS AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHTS TO NOTICE OF AND HEARING ON PREJUDGMENT REMEDIES UNDER CHAPTER 903A OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTES AFFECTING PREJUDGMENT REMEDIES.

5. Confidentiality. If, during the course of our relationship, you provide us with information that is confidential and proprietary and which you have identified as such in writing to us, we will keep that material confidential, use the information only to provide the services described in this Agreement, and return any confidential materials to you upon request.

6. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations. For the purpose of this Agreement, the phrase, “beyond its reasonable control” means any circumstance not within the reasonable control of the party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed by such party, and (ii) such circumstance materially and adversely affects the ability of the party to perform its obligations under this Agreement, and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

7. Independent Contractors. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party in any manner.

8. Miscellaneous. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties. Notwithstanding the foregoing, Change Orders, Additional Services and design acceptances can be evidenced by an exchange of electronic mail between us and your designated spokesperson so long as the electronic mail expressly addresses the matter to be evidenced. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Neither of us may assign this Agreement in whole or in part without the prior written consent of the other. The provisions of this Agreement are for your and our exclusive benefit. There are no third-party beneficiaries to this Agreement. This Agreement and all claims arising from the parties’ relationship shall be governed by the laws of the State of Connecticut, without regard to its conflict of laws rules. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. In the event of a dispute other than one arising under Section 1.3 hereof, you and we agree to attempt to resolve the dispute by negotiating directly with each other. If unsuccessful, either you or we can commence mediation and/or binding arbitration through the American Arbitration Association or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its reasonable attorneys’ fees and costs. In all other circumstances, you and we specifically consent to the jurisdiction of the local, state and federal courts located in the State of Connecticut.

BY SUBMITTING PAYMENT IN ANY FORM, YOU AND WE AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

