

TERMS & CONDITIONS

The following Terms and Conditions of Service apply to all services provided by Alpha 3 Technologies, LLC ("Alpha 3"). All work will be carried out by Alpha 3 with the understanding that the client has agreed to abide by the terms and conditions outlined by Alpha 3. The Terms and Conditions of Alpha 3 are subject to change at any given time without notice.

PROJECT ACCEPTANCE:

Alpha 3 will provide the client with a proposal for services. A copy of the proposal is to be signed and dated by the customer to indicate acceptance of the proposed project and should be returned to Alpha 3 within five (5) business days. No work will commence until the ratified proposal has been received.

PROJECT FEES:

Fees for all services to be provided by Alpha 3 will be outlined in the proposal that is provided to the Client. **Unless otherwise stated in the proposal**, a non-refundable deposit of 50% of the quoted fee will become immediately due at the time of the Client's signed acceptance of this proposal.. Work on the project will not commence until Alpha 3 has received this amount. The proposal, quote and contract become null and void if the deposit is not paid within seven (7) days of receipt of quote.

ADDITIONAL SERVICES:

Work not outlined in the original scope of the project proposal is considered an additional service. Dependent upon the timeframe in which the additional design work is requested, such work shall require a separate invoice or a contract revision, with signatures from both parties. Charges for additional design work will become due in full at the time of acceptance in addition the original design fees.

PAYMENT:

The Client will be asked to provide project sign off prior to the receipt of the final invoice. At this time the remainder of the fees will become due. Acceptable forms of payment are cash, check, and major credit card.

Release of any requested design work completed by Alpha 3 on behalf of the client may not take place before funds have cleared.

Unless otherwise stated in the proposal, invoice payment must occur within ten (10) days of the invoice due date.

LATE FEES:

Accounts remaining outstanding for **seven (7) days beyond the due date of the invoice will incur a late fee of twenty percent (20%) of the total project balance** and an additional twenty percent (20%) every seven (7) days until payment is made. **Invoices remaining unpaid beyond thirty (30) days will be subject to legal action at the expense of the Client.** The Client shall be responsible for all collection and/or legal fees necessitated as a result of default in payment. Alpha 3 reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are in default or possess outstanding invoices.

For any design work, client must sign off on project(s) with revisions or approval within seven (7) days. Alpha 3 reserves the right to issue final invoices if approval or revisions have not been submitted within the allotted seven (7) days. Late fees will be added accordingly.

DESIGN REVISIONS:

The Client is allotted four (4) 'rounds' of revisions. Any form of correspondence with revisions to the project is considered a 'round' and will be noted in the final invoice for reference. Revisions beyond four rounds in a single project will incur a fee of no less than forty five dollars (\$45.00), accounting for another four (4) rounds of revisions. The final

revision fee will be determined by Alpha 3 dependent upon the scope of the project. Any projects re-opened after the final design is released to the client will incur a twenty dollar (\$20.00) revision fee.

ERRORS AND OMISSIONS:

It is the responsibility of the CLIENT to review proofs carefully for accuracy in all respects, including, but not limited to, spelling, grammar, and technical illustrations. Alpha 3 is **NOT** liable for errors or omissions.

PROJECT COMPLETION:

Alpha 3 Technologies, LLC considers a project complete upon receipt of the customer's sign off. Other services, such as printing, contracted at the discretion of Alpha 3 on behalf of the Client constitute a separate project and will be invoiced separately. Alpha 3 is not responsible for inaccuracies and/or errors made by third-party vendors.

PROJECT DURATION:

Any indication given by Alpha 3 of a project's duration is to be considered, by the Client, an estimate. Alpha 3 cannot be held responsible for any project over-runs, despite the cause. Estimated project duration should be deemed to be from the date the deposit is received by Alpha 3.

ASSIGNMENT OF WORK:

Alpha 3 reserves the right to subcontract outside of the company to ensure quality and timely completion of the Client's project. Additional fees assessed by the sub-contractor, outside of the original quote, will be presented to the Client for acceptance or rejection. Should the Client reject the cost of subcontractor, the Client will be issued a fifty percent (50%) refund, beyond the non-refundable deposit should the project be terminated thereafter.

CLIENT RESPONSIBILITIES:

Client acknowledges responsibility for performing the following in a reasonable and timely manner:

(a) Coordination of any decision-making with parties other than Alpha 3;

(b) Provision of Client content in a form suitable for reproduction or incorporation into the deliverables without further preparation, unless otherwise expressly provided in the proposal; and
(c) Final proofreading and in the event that Client has approved deliverables but errors, such as, by way of example, not limitation, typographical errors or misspellings, remain in the finished product. Client shall incur the cost of correcting such errors.

COPYRIGHTS AND TRADEMARKS:

Any artwork, imagery, text, etc. supplied by the Client for use in the project must be materials owned by the Client or possess suitable copyright permissions to the Client to reproduce. Alpha 3 shall not be held responsible for copyright infringement claims involving materials supplied for use by the Client.

Copyright of all graphic design work is retained by Alpha 3 including concepts, sketches, ideas, proofs, and illustrations until outstanding invoices are satisfied. Of multiple design concepts are produced, only one concept is required to be given to the Client by Alpha 3 to satisfy the contract. All other designs remain the property of Alpha 3 unless specifically released in writing. Alpha 3 reserves the right to utilize all designs in various mediums, such as portfolio work, or other promotional materials.

ACCEPTANCE OF TERMS:

The signature of both parties shall evidence acceptance of these terms. This agreement constitutes the sole agreement between Alpha 3 and the client regarding the work completed. Any additional work not specified in this contract must be authorized by a written request signed by both parties.

Ratified contracts are valid for 30 days with deposit. After 30 days Alpha 3 reserves the right to request a new contract and deposit.