

TERMS AND CONDITIONS

Agreement between Flux Integrated Solutions Consulting and companies or individuals identified on this agreement.
The client/individual/business undersigned is subject to the following terms and conditions.

TERMINOLOGY – The following terminology applies to this Term and Conditions and any or all Agreements: “Client”, “You” and “Your” refers to you, the person identified by this agreement and accepting the Company’s terms and conditions. “Flux”, “The Company”, “Designer”, “Our”, “We” and “Us”, refer to our company, Flux Integrated Solutions Consulting. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves, or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

GENERAL WORKING AGREEMENT – This document defines the terms and conditions of the working relationship between us. All projects or services that Flux may be contracted to produce or provide for the client will be subject to the following:

General Services:

General Services outline all services provided by Flux where pre quantified plan is not possible. This includes, but is not limited to, all work that requires hourly billing such as web design, logo design, business identity design/branding, SEO, social marketing, IT consulting, in home/onsite service/consultation, data migration, presentation design and audio/video editing/production.

ESTIMATES - Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. We attempt to give our best effort estimate in our project proposal. Estimates are valid for 30 days from date of estimate.

In cases where a formal estimate/project proposal and/or service outline is declined by the client for whatever reason, this agreement is still deemed binding and in no way constitutes a waiver of liabilities as set forth by this agreement. All billing/payment terms must be adhered to by both parties and the client is responsible for making payments on any service charges billable.

OVERTIME – Estimates are based on a reasonable time schedule, and may be revised to take into consideration your “Priority Scheduling” requests requiring overtime and weekends. Knowledge of your deadlines is essential to provide an accurate estimate.

WORKING - We will begin work upon client’s approval of the estimate provided and that all materials that are to be supplied by the client are supplied in a timely manner. Delays in project completion as a result of the client are liable only to the client. Your approval (written or oral) will constitute an agreement between us.

PRODUCTION SCHEDULES – Production schedules will be established and adhered to by both client and the designer, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a Force Majeure. Where production schedules are not adhered to by the client, final delivery date or dates will be adjusted accordingly. Where production schedule needs to be adjusted by us, we will notify you of such adjustments.

REVISIONS AND ALTERATIONS – New work requested by the client and performed by us 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, we will inform you, and a

revised additional fee must be agreed to by both parties before further work continues.

Author’s alterations and other copy changes requested after layouts or mechanicals are completed are billed at standard hourly rate.

NATURE OF COPY – Client agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademarks, service mark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publications, any necessary legal clearance of materials we prepare.

ERRORS AND OMISSIONS – It is the client’s responsibility to check proofs and all materials submitted carefully for accuracy in all respects, ranging from spelling to technical illustrations. Flux is not liable for errors or omissions. By submitting your documents and/or artworks you authorize us to produce the material as is, whether in print, online or in other media as outlined by the project proposal/estimate.

BILLING/PAYMENT – Billing will reflect the actual costs incurred. Client will be required to pay 50% of the project cost estimate before work can begin. Unless otherwise specified, all subsequent balances due are payable within two (2) weeks of first payment. If paying by cheque, cheque must be cleared by financial institutions before work begins. Returned cheques will incur a \$45 charge to the client to cover banking fees and administrative costs.

Amount already billed for work accepted by the client to proceed and then later cancelled by the client for whatever reason is deemed payable by the client and follows regular payment terms.

Interest on past due balances is \$40 or 1.5% per month whichever is greater. We reserve the right to refuse completion or delivery of work until past due balances are paid.

CANCELLATION/TERMINATION AND REFUND – Both the client and Flux have the right to terminate any Service Agreement for any reason, including the ending of services that are already underway. No refund shall be offered, where a service is deemed to have begun and is, for all intents and purposes, underway. Any amount already paid for its intended service is not transferrable to another service.

RIGHTS OF OWNERSHIP – Once a project has been delivered by us and is fully paid for by the client, Flux will assign the reproduction rights of the design for the use(s) described by the proposal.

The rights to all design and artwork, including but not limited to photography and or illustration created by independent photographers or illustrators retained by Flux, or purchased from a stock agency on your behalf remain with the individual designer, artist, photographer or illustrator. Unless a purchase of “all Rights” (A Buyout) is negotiated with us and /or our authorized representative. You may not use or reproduced the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and any additional fess before proceeding,. If

printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals and artwork (slides, prints, drawings, separations, etc.) within two (2) weeks, and to provide us with printed samples of each project.

We reserve the right to photograph and /or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm newsletter, brochures, slide presentations and similar media. We agree to store files, data and computer disk submitted for one (1) year beyond the delivery of a project. Thereupon, we reserve the right to discard them.

Hosting Services:

Hosting services is where by the client is provided a server space to host and store files whether a domain is provided or otherwise. The server is not dedicated. Dedicated server hosting is available upon client request and cost to be incurred accordingly.

Hosting package includes three (3) active and/or inactive email accounts combined. Email accounts have a 250MB quota each. Once an email account is created, regardless of usage level, may not be replaced by another to stay within the three (3) account limit. POP3/SMTP information will be provided to the client upon payment made in full. Client is responsible for setting up his/her own 3rd party mail reader application. Email set up by Flux will incur charges at standard hourly rate. General Services Billing/Payment terms apply.

Hosting active date is the date where payment is made in full by the client or the database/folder is created for the client whichever one is the latter. Hosting renewal date is the same date one year from hosting active date.

UNLAWFUL MATERIAL – Storage of any data/information/materials that violates local, provincial, territorial, federal or international law, order or regulation is a violation of this agreement and will end your services immediately and may be reported to the appropriate authorities for further action to you and/or your company. Prohibited items include but not limited to:

1. Child or other pornography.
2. Material which is obscene, hateful, unlawful, threatening, ethnically offensive, defamatory or in any way constitute or encourage conduct that would constitute a criminal offense.
3. Material which violates copyright or intellectual property rights. The client is responsible for obtaining any and all clearances for trademarks, service mark, copyright and patents.
4. Pyramid or other illegal soliciting schemes, or
5. Fraudulent activities or materials which constitute/support such activities including but not limited to: impersonating any person or entity, forgery of any one's digital signature or manual signature.

Flux has no obligation to monitor any material on our server and may not be held accountable in the case where a violation is found. However, we have the right to monitor all material/data whether stored or transmitted and to disclose the same in accordance and at the request of local, provincial, territorial, federal authorities.

BILLING/PAYMENT – Hosting is billable annually. Client will be required to pay the full balance before hosting services can be activated. If paying by cheque, cheque must be cleared by financial institutions before service becomes active. Returned cheques will incur a \$45 charge to cover banking fees and administrative costs.

CANCELLATION/TERMINATION AND REFUND - Minimum 24 hours notice of cancellation is required from the client. Notification of cancellation in person, by phone, via email or by mobile phone text message or any other means is accepted subject to confirmation in writing by us.

All email accounts will be inactive and all files removed from server upon cancellation confirmation from us. It is the client's responsibility to back up all data. Flux is not responsible for any loss of data/information or damages incurred due to such. Data backup by Flux will incur charges at standard hourly rate. General Services' terms and conditions apply.

ADDITIONAL WORKING TERMS – The below items apply to any and all services/work performed/submitted by Flux and its partner companies:

LIEN – All materials or property belonging to the client, as well as work performed, maybe retained as security until all just claims against the client are satisfied.

FORCE MAJEURE – Neither party shall be liable to the other for any failure to perform any obligations under any agreement which is due to an event beyond the control of such party including but not limited to any act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control. Any party affected by such event shall inform the other party and shall use all reasonable endeavours to comply with the terms and conditions of any agreement contained herein.

REVISIONS AND CHANGES – The company reserves the right to change these conditions from time to time as it sees fit and your continued use of our services will signify your acceptance of any adjustment to these terms. If there are any changes to our policies we will announce these changes have been made through our website or by client communication in person, by mail, via email or other means. You are advised to re-read this statement in its entirety on a regular basis.

ADDITIONAL PROVISIONS - The validity and enforceability of this agreement will be interpreted in accordance with the laws of Canada and/or the Province of British Columbia. This agreement is our entire understanding and may not be modified in any respect except in an executed agreement.

If we must retain attorneys to collect our invoice, we will be entitled to reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law.

CONSENT - By signing below you agree that you have read this terms and condition in its entirety and consent to these terms and conditions.

Authorized Signatory (please print)

Company (please print)

Signature

Date