

## **VCS Business Services Terms and Conditions of Use Logo Design, Graphic Design & General Artwork**

### **General**

1. VCS Business Services reserves the right to accept or decline any request for services in its sole discretion. The following requests will be declined
  - (a) Obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any other person or entity;
  - (b) Sexually explicit;
  - (c) Constitutes advertisements or solicitations of business, chain letters or pyramid schemes;
  - (d) Containing viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
  - (e) Illegal entities or prohibited business practices

### **Client Accounts**

**Payment** Clients must pay for the service via cash, check or money order, at the time a request for service is submitted.

1. VCS Business Services will e-mail the client a receipt for the transaction in which Client is involved.
2. If request for service is declined by VCS Business Services, all fees collected will be returned to the client within 5 business days. If client paid by cash, fees will be returned via check. Otherwise, checks and money orders will be returned to client.

**Refunds** If client is not satisfied with the initial artwork provided by VCS Business Services, Client may request a refund by completing a Refund Request form which will be provided to the client upon request.

1. Upon timely receipt of the completed form, VCS Business Services will refund the total payment made by Client, less a \$50 service and processing fee.
2. Once client requests additional revisions for any of the initial concepts, Client shall forfeit the right to refund as outlined above. Client shall also forfeit constitute Client's sole and exclusive remedy with respect to such Responses.
3. Should Client receive such refund, Client acknowledges that it will have no right (express or implied) to use any artwork or other work product, content, or media, nor any ownership interest in or to the same.
4. Refunds are only available to the actual Client for whom the logo or artwork was created. No refund is available for design firms or for those who order our services on behalf of another entity.

**Project Duration** Client agrees to provide timely responses to VCS Business Services after receiving notifications from VCS Business Services. Client shall have 30 days to respond to each set of Responses submitted to Client for review. If after 30 days the Client has failed to respond, VCS Business Services will assume the Project complete and Project shall be deemed to be complete. At such time, VCS Business Services will have no further obligation to Client, and all fees and expenses associated with work performed by VCS Business Services will be paid by Client.

**2. Eligibility** To become a client, you must be a minimum of 18 years of age. You must agree to these Terms and Conditions. By requesting our services as a Client, you represent and warrant that you meet these eligibility requirements, that the information you provide is complete and accurate and, if you are acting on behalf of an entity, that you are authorized to bind that entity to these Terms and Conditions. VCS Business Services may accept or reject your request to become a client, in its sole discretion.

**Prohibited Uses** You are required to comply with all applicable laws in connection with your use of the Service. Without limiting the foregoing, you agree not to transmit, distribute, post, communicate or store information or other material that (i) copyrighted, unless you are the copyright owner, (ii) reveals trade secrets, unless you own them; (iii) infringes on any other intellectual property rights of others or on the

privacy or publicity rights of others; (iv) is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to any other person or entity; (v) sexually-explicit; (vi) constitutes advertisements or solicitations of business, chain letters or pyramid schemes; or (vii) contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

### **3. Ownership; Rights to Use.**

(a) Upon submission of a Request for Service or any other information or media provided by Client in connection with Client's use of the Service, VCS Business Services shall have all rights and licenses necessary to use such Client information for purposes of obtaining Responses and for archival purposes.

(b) Rights of VCS Business Services. Upon client's submission of Client Information to the Service, Client grants VCS Business Services a royalty-free, perpetual, irrevocable, sublicenseable, exclusive, worldwide right and licenses to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display (in whole or in part), and / or incorporate in other works, in any form, media, or technology now known or later developed, such Client Information, for the full term of any intellectual property rights that may exist in such Client Information to the extent necessary to provide Client with the Services and Responses.

(c) Rights of Clients. Subject to Client's compliance with the terms and conditions of this Agreement, Client shall own final compositions provided to Client by VCS Business Services hereunder. Client shall not, however, own any materials, media or other content generated during any revision cycles leading up to the final Response composition, with such right, title and interest expressly reserved to VCS Business Services. Client acknowledges and hereby grants to VCS Business Services the right to use Creative and Revision Briefs, as well as individual Responses provided to Client, for internal and archival purposes, and in order to display and promote compositions, and that no trade or service marks in or to such final Response compositions are being conveyed under this Agreement. Client acknowledges that VCS Business Services shall have no obligation or duty to perform trade or service mark searches or perform its own independent searches with regard to the Response compositions. Furthermore, Client acknowledges that VCS Business Services shall have no responsibility or obligation of any kind to assist Client in seeking state or federal intellectual property protection (i.e., without limitation, trademark registration) for the Responses, nor shall VCS Business Services be responsible in otherwise assisting Client in any way in Client's perfection of Client's rights in or to the Responses.

### **4. Disclaimers; Limitations of Liability**

(a) Generally; Release from Claims. The Service serves solely as a venue for the creation of work. Although VCS Business Services makes commercially reasonable efforts to determine the identity of Clients, VCS Business Services cannot and does not confirm that any Client or other user is who they claim to be or that any Client or other user has the qualifications he or she claims to have.

(b) The Service and the Responses are provided "as is". VCS Business Services makes no representation or warranty of any kind whatsoever to you or any other person relating in any way to the Service. VCS Business Services disclaims to the maximum extent permitted by law any and all (i) warranties of merchantability or fitness for a particular purpose, (ii) warranties against infringement of any Third Party Intellectual Property or Proprietary Rights.

**5. Indemnification.** Upon a request by VCS Business Services, you agree to defend, indemnify and hold harmless VCS Business Services and its officers, agents, or other partners and employees from all liabilities to, claims of any third party due to or arising out of your violation of any of these Terms and Conditions, and any expenses, including, without limitation, reasonable attorneys fees, incurred in connection therewith.

**6. Termination.** VCS Business Services reserves the right, in its sole discretion, to terminate Client's access to all or a portion of the Service, at any time, with or without notice. In the event of such termination, VCS Business Services will work with Client to determine the amount of any refund (if any)

to be paid to Client as a result of such termination. Should Client's use of the Service result from Client's material breach of the terms and conditions of this Agreement, or any other agreement to which VCS Business Services and Client are a party, Client shall not be entitled to any refund, unless otherwise mutually agreed upon by the parties.

**7. Email Communication** VCS Business Services will generally use email to communicate with Client. By using the Service you agree to receive status notification and Responses via email.

**8. General.** These Terms and Conditions set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements and understandings, and any and all contemporaneous oral agreements and understandings, between you and VCS Business Services regarding the subject matter of these Terms and Conditions. No modification, amendment, or waiver of these Terms and Conditions or Use or any part of them shall be binding unless evidence in writing and signed by VCS Business Services. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be deemed null and void, but the remaining provisions shall continue in full force without being impaired or invalidated in any way. The language of these Terms and Conditions shall be deemed to be the language mutually chosen by the parties and no rule of strict construction shall be applied against or in favor of either party hereto. The section headings and other headings contained in these Terms shall not affect the meaning or interpretation of these Terms and Conditions. These Terms and Conditions shall be governed by the substantive law of the State of Pennsylvania, without reference to any choice of law rules that would result in the application of the substantive law of any other jurisdiction. The parties agree that any disputes arising out of or relating to these Terms and Conditions shall be submitted to the federal courts having jurisdiction in Philadelphia, Pennsylvania, or state courts having jurisdiction in the area in which such federal courts have jurisdiction, and the parties consent to the personal jurisdiction of such courts in respect of such disputes. You may not assign or otherwise transfer (by operation of law or otherwise) any of your rights or duties hereunder unless VCS Business Services agrees in writing after receiving prior written notice. Any attempted assignment or other transfer without requisite consent shall be null and void ab initio. VCS Business Services may assign or otherwise transfer any of its rights or the performance of any of its duties. The waiver by VCS Business Services of a breach or a violation of any provision of these Terms and Conditions shall not operate or be construed to be a waiver of any subsequent breach or violation of any provision of these Terms and Conditions.