

GENERAL AGREEMENT

This document defines the terms and conditions of our working relationship. All projects or services that Hey Mama Creative may be contracted to produce or provide for the client will be subject to the following:

BILLING

Fees for design or illustration services to be provided by Hey Mama Creative will be set out in the written estimate or quotation that is provided to the client. At the time of the client's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until Hey Mama Creative has received this amount. All assignment of work requested of Hey Mama Creative will be billable unless Hey Mama Creative indicates otherwise by email or in writing. If the work time exceeds 6 calendar weeks in duration, the client agrees to a progress payment of 50% of the balance per month until the conclusion of the project, with any outstanding amount payable in full upon delivery. Charges for any additional services over and above the estimated design will become fully payable at the time of estimate or quotation acceptance. If the client requests the project work be accelerated, or provides last minute author's alterations, additional overtime or rush charges above Hey Mama Creative's standard rate may be charged. Federal and provincial taxes apply to all invoices for fees and expenses related to professional services rendered. All rates and quotations are exclusive of taxes. Accordingly, the appropriate tax amounts will be shown on the invoice, with our GST registration number, so that the purchaser will have the information required to claim an input tax credit to the extent allowed by legislation.

INVOICING

Invoices will be sent via email in PDF format, unless a different format or delivery method has been agreed upon. All invoices are due within 30 days of the date on the invoice. It is the client's responsibility to ensure that Hey Mama Creative has a current email address for the client and that the email account is working properly to accept emails from Hey Mama Creative. All changes to a client's contact information must be submitted in writing or via email. Payments may be made by cash, cheque, Money Order, previously agreed upon electronic funds transfer or PayPal. Payments made using PayPal will incur a service charge of 3% - therefore, it is the client's responsibility to inform Hey Mama Creative of their intention to use this method of payment prior to invoicing. Returned cheques will incur an additional fee of \$40.00 per returned cheque. Hey Mama Creative reserves the right to consider an account to be in default in the event of a returned cheque. High-resolution, suitable-for-print designs will not be delivered until the full balance has been paid unless agreed upon in writing by Hey Mama Creative and the client.

DELINQUENT ACCOUNTS AND LATE FEES

An account shall be considered delinquent if it remains unpaid after 30 days from the date of invoice, or following a returned cheque. A delinquent account will incur a late fee of 10% per month. This includes any and all unpaid monies due for services, including, but not limited to: graphic design, illustration (stock or custom), design and maintenance, sub-contractors, printers, photographers and libraries. Clients whose accounts become delinquent agree to pay Hey Mama Creative any and all legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

PROJECTS

At the time of proposal, Hey Mama Creative will provide the client with a written estimate or quotation and a copy of these Terms and Conditions. The Terms and Conditions can also be read on Hey Mama Creative's website: www.hey mama.ca. A copy of the written estimate or quotation is to be signed and dated by the client to indicate acceptance and should be returned to Hey Mama Creative. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Hey Mama Creative's terms and conditions. No work on a project will commence until either document has been received by Hey Mama Creative. The client agrees that changes required over and above the estimated work, or required to be carried out after acceptance of the draft design, will be liable to additional charges. The client also agrees that Hey Mama Creative holds no responsibility for any amendments made by any third party, before or after a design is published.

CLIENT RESPONSIBILITIES

The client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- a. coordination of any decision-making with parties other than the Designer;
- 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, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors. With all printing processes there may be some colour variation from what is viewed on-screen to the printed result of the product and previous orders. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at Hey Mama Creative's expense. The email or signed verification of the client or client's representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation.

CHANGES

Unless otherwise provided in the proposal, and except as otherwise provided for herein, the client shall pay additional charges for changes requested by the client which are outside the scope of the services on a time and materials basis at Hey Mama Creative's standard hourly rate. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Hey Mama Creative may extend or modify any delivery schedule or deadlines in the proposal and deliverables as may be required by such changes. If the client requests or instructs changes that amount to a revision in or near excess of 40 percent (40%) of the time required to produce the deliverables, and or the value or scope of the services, Hey Mama Creative shall be entitled to submit a new and separate proposal to the client for written approval. Work shall not begin on the revised services until a fully signed revised proposal and, if required, any additional retainer fees are received by Hey Mama Creative. Hey Mama Creative will prioritize performance of the services as may be necessary or as identified in the proposal, and will undertake commercially reasonable efforts to perform the services within the time(s) identified in the proposal. Client agrees to review deliverables within the time identified for such reviews and to promptly either (i) approve the deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the client's concerns, objections or corrections to Hey Mama Creative. Hey Mama Creative shall be entitled to request written clarification of any concern, objection or correction.

PROJECT COMPLETION

Any indication given by Hey Mama Creative of a design project's duration is to be considered by the client to be an estimation only. Hey Mama Creative shall use commercially reasonable efforts to meet all project schedules and requested delivery timeframes agreed upon in the proposal. Estimated project duration should be deemed to be from the date that cleared funds are received by Hey Mama Creative for the initial payment or deposit or by date confirmed in writing by Hey Mama Creative. Hey Mama Creative will exercise commercially reasonable efforts to test deliverables requiring testing and to make all necessary corrections prior to providing deliverables to the client. The client, within five (5) business days of receipt of each deliverable, shall notify Hey Mama Creative, in writing, of any failure of such deliverable

TERMS & CONDITIONS

to comply with the specifications set forth in the proposal, or of any other objections, corrections, changes or amendments the client wishes made to such deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Hey Mama Creative will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this agreement. In the absence of such notice from the client, the deliverable shall be deemed accepted. Hey Mama Creative considers the design project complete upon receipt of the client's signed approval. Other services such as printing, display panel production, film work, website uploading, publishing, etc, either contracted on the client's behalf constitute a separate component of the project and can be treated as a separate charge.

DATA FORMATS

The client agrees to Hey Mama Creative's definition of acceptable means of supplying data to the company. Text is to be supplied to Hey Mama Creative in electronic format as standard text (.txt), MS Word (.doc), on CD-R, or via e-mail. Images which are supplied in an electronic format are to be provided in a format as prescribed by Hey Mama Creative via CD-R or e-mail. Images must be of a quality suitable for use and Hey Mama Creative will not be held responsible for any image quality which the client later deems to be unacceptable. Hey Mama Creative cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

OWNERSHIP AND RIGHTS

If a choice of design is presented, only one solution is deemed to be given by Hey Mama Creative as fulfilling the contract. All other designs remain the property of Hey Mama Creative, unless agreed in writing that this arrangement has been changed. The client content, including all pre-existing trademarks, shall remain the sole property of the client or its respective suppliers, and the client or its suppliers shall be the sole owner of all rights in connection therewith. The client hereby grants to Hey Mama Creative a nonexclusive, non-transferable license to use, reproduce, modify, display and publish the client content solely in connection with Hey Mama Creative's performance of the services and limited promotional uses of the deliverables as authorized in this agreement. Upon completion of the services, and expressly subject to full payment of all fees, costs and out-of-pocket expenses due, Hey Mama Creative grants to the client the rights to the final art as set forth in the proposal. Any additional uses not identified herein or reselling of the artwork is not permitted without prior written consent. Any artwork, images, or text supplied and/or designed by Hey Mama Creative on behalf of the client will remain the property of Hey Mama Creative and/or its suppliers. Copyright is retained by Hey Mama Creative on all design work including words, pictures, ideas, visuals and illustrations (unless specifically released in writing) and after all costs have been settled. Artwork is licensed for use by the client on a one-time only basis and may not be modified, reused or redistributed in any way or form without the express written consent of Hey Mama Creative and any of its relevant sub-contractors. The client agrees to fully indemnify and hold Hey Mama Creative free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

ACCREDITATION/PROMOTIONS

Hey Mama Creative retains the right to reproduce, publish and display the final design in Hey Mama Creative's portfolios and website, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the final design in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

RIGHTS OF REFUSAL

Hey Mama Creative will not include in its designs any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All material must conform to all standards laid down by all relevant standards authorities. Hey Mama Creative also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Hey Mama Creative does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow Hey Mama Creative to remove the contravention without hindrance, or penalty. Hey Mama Creative is to be held in no way responsible for any such data being included.

CANCELLATION

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Hey Mama Creative will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Hey Mama Creative within 14 days of such instruction being issued will be liable for the full quoted cost of the project.

DISCLAIMER

Hey Mama Creative may modify any of the terms and conditions contained in this agreement, at any time and at its sole discretion, by posting a change notice or a new agreement on its website. Modifications may include, but are not limited to, changes in the scope of available services and product prices. If any modification is unacceptable to the client, their only recourse is to terminate this agreement. The client's continued participation with Hey Mama Creative following a posting of a change notice or new agreement on the site will constitute binding acceptance of the change. Hey Mama Creative makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Hey Mama Creative will not be held responsible for any and all damages resulting from products and/or services it supplies. Hey Mama Creative is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials recommend, Hey Mama Creative accepts no responsibility for the performance or quality of materials, or any consequential loss arising from their failure. The client agrees not to hold Hey Mama Creative responsible for any such loss or damage. Any claim against Hey Mama Creative shall be limited to the relevant fee(s) paid by the client. Hey Mama Creative reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Hey Mama Creative will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

ACCEPTANCE OF QUOTATION AND TERMS OF SERVICE

The placement of an order for design and/or any other services offered by Hey Mama Creative and validated by the client's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Hey Mama Creative.

CLIENT NAME: _____ APPROVAL SIGNATURE: _____ DATE: _____