

*These Terms of Use establish the terms under which TRImages, Ink. will perform your Creative Services project. The general TRImages, Ink. Terms of Use, available at <http://www.TRImages, Ink.com> , are incorporated by reference into and made a part of these Creative Services Terms of Use, except to the limited extent that the general TRImages, Ink. Terms of Use are expressly modified below. By requesting a Creative Services project from TRImages, Ink. you agree to be bound by these Terms of Use. Please read them, and the general TRImages, Ink. Terms of Use incorporated herein, carefully. If you do not wish to be bound by the Terms of Use, TRImages, Ink. will not be able to perform Creative Services for you.*

### **Terms Applicable to TRImages, Ink. Creative Services**

#### **1. General Terms Applicable to TRImages, Ink. Creative Services.**

(a) If you are requesting a Creative Services project on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized to accept these terms on its behalf and to bind such business, organization, or entity to these Terms of Use.

(b) If you provide TRImages, Ink. with any text, images, designs, or other content for incorporation into your Creative Services project, you unconditionally guarantee that you have all appropriate and necessary right and authority to use such text, images, designs, or other content and that your use will not infringe any trademark, copyright, or other right of any other party.

(c) The designs and/or written copy (collectively, "Designs") prepared by TRImages, Ink. for you as part of your Creative Services project may have similarities to Designs prepared by TRImages, Ink. for other parties. You are obtaining no right or claim of any kind to any individual Design element or elements provided by TRImages, Ink. and TRImages, Ink. reserves the right to use the same or similar Design elements in other Creative Services projects or otherwise for other parties in the future. Except for the specific Creative Services project content provided to TRImages, Ink. by you, all rights in all Creative Services work product, including without limitation both final Designs and all interim and draft Designs, are retained by TRImages, Ink. Your right to use any Designs prepared by TRImages, Ink. for you is limited to the finished printed products in the form they are supplied to you by TRImages, Ink. You may not copy, disassemble, modify, or transfer any such Designs.

(d) TRImages, Ink. works with a number of different software products, and 3<sup>rd</sup> party vendors to complete contracted tasks. TRImages, Ink. makes no apologies, or exceptions for the use of these resources in order to complete any contracted task you have with TRImages, Ink., and therefore cannot guarantee similarities in design work that these products or services may have provided to either other customers of TRImages, Ink. or the customers of those such 3<sup>rd</sup> party services, and/or products.

(e) TRImages, Ink. reserves the right, in TRImages, Ink.'s sole discretion, to refuse to accept any Creative Services project or to terminate any Creative Services project prior to completion at any time and for any reason. You agree that TRImages, Ink. shall have no liability of any kind to you or to any third party arising from such refusal or termination.

(f) TRImages, Ink. reserves the right to make changes to these Terms of Use and to the products and services offered by TRImages, Ink. Creative Services at any time without prior notice. You should review these Terms of Use, and the incorporated TRImages, Ink. Terms of Use, each time you request a Creative Services project.

(g) TRImages, Ink. reserves the right to use any Designs and/or your finished Creative Services project products as sample work for advertising and promotional purposes and for internal purposes.

#### **2. Terms Applicable to Delivery of Designs and Pre-paid Fees.**

(a) Payment for any and all creative services to be provided by TRImages, Ink. Creative Services is due in advance of any work by TRImages, Ink. Creative Services.

(b) Initial Design concepts are expected to be delivered to you within 5 business days of your initial order provided all content and information needed from you is completed and received. Your Designs will be delivered to you by email notification, or by web upload to your Customer e-Document page which you must view by logging in to your TRImages, Ink. account with your previously provided user ID and Password. If the email address you provide is not valid or is filtered by your email system, TRImages, Ink. Creative Services will not be liable for any missed deadlines and will not refund clients for this reason.

(c) Other fees may apply for Image Processing, Multiple varieties of the same document, File Conversion, and Revisions beyond the number, if any, provided with the initial fee.

#### **3. Acceptance and Cancellation.**

(a) Projects may be cancelled within 2 business days of the initial design work being completed by the TRImages, Ink. Creative Service Consultant/Team and placed in your TRImages, Ink. account for review (either in your secure online e-Document page, or via email service). If you do not cancel your Creative Services project within that 2-business day period, you will be deemed to have accepted such Designs, and any/all amounts paid or payable by you for the Creative Services project will be nonrefundable.

(b) If cancelled within the 2-business day acceptance period you would be entitled to a full refund of pre-deposited monies, less any pre-purchased supplies (ex: software, hardware, URL/Web hosting fees, etc.) that were incurred by TRImages, Ink. on your behalf in order to complete the originally contracted Design project.

#### **4. Additional Customer Requirements.**

(a) You must be 18 Years old or older to purchase a Creative Services project and utilize TRImages, Ink.'s Creative Services.

(b) It is your responsibility to provide images, or other content if needed to complete the project. You must contact TRImages, Ink. with any changes, updates, or enhancements to the project you are requesting starting from date of sale.

(c) You must call TRImages, Ink. Creative Services at 888 305 7914 for any requests to cancel services.

#### **5. Damages and Liabilities**

(a) TRImages, Ink. Creative Services disclaims and shall not be liable for any other loss, injury, cost or damage suffered by Customer or any third party and shall in no event be liable for consequential, special, or indirect or incidental damages, including without limitation, damages for loss of business profits, business interruption, or loss of data, arising out of or in any way connected with the use of the product Designs and any information available on it, and the delay or inability to use the TRImages, Ink. site or any information, even if TRImages, Ink. has been advised of the possibility of such damages.

(b) All delivery times are estimates only, and TRImages, Ink. is not responsible for any late Creative Services projects and/or impact to Customer's business due to a late project and/or printing. TRImages, Ink. advises that Customers plan at least one month for any Creative Services project and associated printing and shipping time.

**Terms Applicable to Logo Design Services**

If your Design Services project involves the development of a logo design, you acknowledge and agree to the following:

(a) TRImages, Ink. is only providing logo design services and has no obligation or duty of any kind to provide any legal advice or other service to you regarding the logo or to perform any trademark clearance search or any other inquiry of any kind related to the logo. It is solely your responsibility to determine if the logo is suitable and appropriate for your use and to obtain the advice of an attorney regarding whether the logo is legally available for your use and does not infringe the rights of another party.

(b) TRImages, Ink. does not guarantee that your logo will not have similarities to logos designed by TRImages, Ink. for other parties. You are obtaining no right or claim of any kind to any individual design element or elements of the logo apart from your logo as a whole and TRImages, Ink. reserves the right to use one or more of the design elements in other logo design projects for other parties in the future.

(c) TRImages, Ink. works with a number of different software products, and 3<sup>rd</sup> party vendors to complete contracted tasks. TRImages, Ink. makes no apologies, or exceptions for the use of these resources in order to complete any contracted task you have with TRImages, Ink., and therefore cannot guarantee similarities in design work that these products or services may have provided to either other customers of TRImages, Ink. or the customers of those such 3<sup>rd</sup> party services, and/or products.

(d) Upon payment in full of all design fees owed to TRImages, Ink. TRImages, Ink. will make the logo image artwork available to you for your royalty-free use. The logo artwork will be made available to you in a mutually agreed format. Please check the Design Services site or consult a Design Services Account Representative for a list of available formats. TRImages, Ink. reserves the right to display the logo in TRImages, Ink. advertising, promotional, and corporate materials related to its logo design services.

**Terms Applicable to High Resolution Image Creation Services**

If your Design Services project involves the creation and delivery to you of a higher resolution version of a lower resolution image uploaded or otherwise provided by you, you acknowledge and agree to the following:

(a) You unconditionally represent and warrant that you have all appropriate and necessary right and authority to create and use a higher resolution image version of the image you provide to TRImages, Ink. and that your use of the higher resolution image will not infringe any trademark, copyright, or other right of any other party.

(b) Upon payment in full of all design fees owed to TRImages, Ink. TRImages, Ink. will make available the higher resolution image artwork to you for your royalty-free use. The image artwork will be made available to you in a mutually agreed format. Acceptable formats include:

- (1) .jpg
- (2) .pdf
- (3) .psd
- (4) .eps
- (5) .gif

For additional picture format requests, please contact 888 305 7914 to review your options.

\* For purposes of this agreement, and TRImages, Ink. general practice and regulations, a 'business day' is defined as being normal published operating hours, Monday – Friday, unless otherwise closed for Nationally recognized Holidays, and/or Pre-Published/Pre-Advised office closings.

Please Print, Read, and return Signed Acknowledgement of these Terms.

Signing this document is your Acceptance of these Terms in order to enter into Contract for your requested work order. This form is required to be on file along with a copy of the Work Order description with TRImages, Ink. in order to commence work.

Full Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Co-Applicant Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_