

TERMS & CONDITIONS

1. GENERAL

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Logo.co.zw reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice. The following Terms and Conditions of Service apply to all products and services provided by Logo.co.zw. All work is carried out by Logo.co.zw on the understanding that the client has agreed to Logo.co.zw's terms and conditions. Copyright is retained by Logo.co.zw on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. If a choice of design is presented, only one solution is deemed to be given by Logo.co.zw as fulfilling the contract. All other designs remain the property of Logo.co.zw, unless agreed in writing that this arrangement has been changed.

2. PROJECT ACCEPTANCE & CONFIRMATION

At the time of proposal, Logo.co.zw will provide the customer with a formal quotation. The Terms and Conditions can be read on Logo.co.zw's website. A copy of the written quotation and contract is to be signed and dated by the customer to indicate acceptance and should be returned to Logo.co.zw. No work on a project will commence until either document has been received by Logo.co.zw.

3. QUOTATIONS

The Client shall be responsible for any increases in Logo.co.zw's costs as a result of any changes to such job parameters or other material made by The Client either directly or indirectly after the date of any quotations given by Logo.co.zw, and for any increase in costs by way of overtime charges if the time and date for completing a project is brought forward by The Client either directly or indirectly. Quotations are valid for a period of thirty (30 Days) from the date of quotation.

4. DESIGN CHARGES AND PAYMENT

The total cost excludes value added TAX. Charges for design services to be provided by Logo.co.zw, will be set out in the written estimate that is provided to The Client. At the time of the customer's signed acceptance of this quotation, indicating acceptance of the Terms & Conditions, a deposit of 75% of the quoted fee will become immediately due. Work on the project will not commence until Logo.co.zw has received this amount. Should the project be delayed or stand still by The Client without any progress for 30 (Thirty) working days from date of last proof supplied by Logo.co.zw, a Milestone payment of 15% will be required.

5. SUPPLY OF DESIGN ELEMENTS AND DATA

A charge may be made to cover any additional work involved where the design elements/data supplied or specified is not clear, legible, or in the prescribed format/specification to produce satisfactory results. Where material is so supplied or specified, responsibility will not be accepted for imperfect work caused by defects in the supply, format or specification. This includes any incompatibility or defects caused by differing software versions or conflicting operating systems.

6. PRELIMINARY WORK

All work carried out, whether experimentally or otherwise, at The Client's request shall be deemed chargeable.

7. SUB-CONTRACTING

Unless specifically requested to the contrary, Logo.co.zw shall be entitled to sub-contract any work to any third parties as it thinks fit. Logo.co.zw shall not be responsible to The Client for any delays occasioned by a sub-contractor failing to meet deadlines imposed upon it by Logo.co.zw for completion of any job, for any reason outside the direct control of Logo.co.zw.

8. PERFORMANCE, DELIVERY OR COLLECTION

Unless otherwise agreed in writing, all times quoted for performance or delivery or availability for collection are given in good faith but are not guaranteed by Logo.co.zw. The time for performance or delivery or availability for collection shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from The Client. Alteration by The Client of its requirements may result in delay in performance, delivery and/or availability for collection for which Logo.co.zw shall bear no liability. Logo.co.zw shall not be held liable for any delay in print production and late delivery thereof. Any packaging supplied by Logo.co.zw, unless otherwise expressly agreed, is intended to provide adequate protection throughout normal conditions of transport by the means specified in the agreement or as otherwise agreed. If The Client (or the intended recipient) fails to take delivery on the agreed date or to collect on the agreed collection date, or if no specific delivery or collection date has been agreed, when the goods are ready for dispatch, Logo.co.zw shall be entitled to store the goods and to charge The Client the reasonable cost of doing so, and to tender its account for such charges to The Client, provided that in no event shall Logo.co.zw be under any liability in respect of any loss or damage following the dispatch of any goods from the Company's premises.

9. COPYRIGHTS AND TRADEMARKS

By supplying text, images and other data to Logo.co.zw for inclusion in The Client's business cards, flyers, pamphlets, website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by Logo.co.zw on behalf of the customer, will remain the property of Logo.co.zw and/or

it's suppliers. The customer may request in writing from Logo.co.zw, the necessary permission to use materials (for which Logo.co.zw holds the copyright) in forms other than for which it was originally supplied, and Logo.co.zw may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. By supplying images, text, or any other data to Logo.co.zw, the customer grants Logo.co.zw permission to use this material freely in the pursuit of the design. Should Logo.co.zw, or the customer supply an image, text, audio clip or any other file for use in a business cards, flyers, pamphlets, website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Logo.co.zw to remove and/or replace the file on the site. The customer agrees to fully indemnify and hold Logo.co.zw free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions. Unless otherwise specified all fonts used in any design material supplied by Logo.co.zw will remain property of Logo.co.zw.

10. IMAGES

Logo.co.zw will attempt to ensure that only royalty free images are used in custom designs. It is agreed that Logo.co.zw, employees, directors and suppliers, will not be held liable for any damages, costs and expenses, including reasonable legal fees, arising out of or related issues, copyright, or trademark infringement resulting from images used upon request of the client or provided by the client.

11. ARTWORK

We prepare and check artwork for reproduction as carefully as possible. However, we do not accept responsibility for any errors caused by The Client or suppliers (for example typesetters, printers etc.) once artwork has been passed for print or production. Logo.co.zw agrees to hold on behalf of The Client finished artwork or sketch work that has been created by Logo.co.zw or used by Logo.co.zw in furtherance of this Agreement and accept responsibility for any damage or loss of such artwork and sketch work held by Logo.co.zw during the term of this Agreement and for one year thereafter. Artwork or sketch work kept for over one year after the termination of this Agreement will be destroyed unless claimed.

12. PROOFING OF FINAL PROJECT

To limit any possible errors in artwork, designs will not go to production until they have been approved by The Client. Logo.co.zw will not be held responsible for errors if the client misses something in the proof, has reused a printed or digital proof, or if the client, during order placement, has requested the order go to production without proofing.

13. ALTERATIONS

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 a separate charge. The Client also agrees that Logo.co.zw holds no responsibility for any amendments made by any third party, before or after a design is published.

14. INDEMNITY

The Client shall indemnify Logo.co.zw in respect of all financial liability (including professional costs damages and accounts of profits) arising out of any claims made against Logo.co.zw alleging infringement of any intellectual property rights if such claim arises from the use of information, inventions, ideas, designs, artwork, copy or other material provided by The Client.

15. TRAVELLING

Should Logo.co.zw need to travel on The Client's business outside Harare but within Zimbabwe and upon The Client's request, Logo.co.zw shall be reimbursed at a "per diem" expense per person travelling of US\$150. In the event that Logo.co.zw is required to travel outside of Zimbabwe upon The Client's request, Logo.co.zw shall be reimbursed at a "per diem" expense per person travelling of USD 450.

16. LICENSING

Any design, copywriting, drawing, idea or code created for the customer by Logo.co.zw, or any of its contractors, is licensed for use by The Client and may not be modified, in any way or form without the express written consent of Logo.co.zw and any of its relevant sub-contractors. All design work where there is a risk that another party make a claim, should be registered by The Client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Logo.co.zw will not be held responsible for any and all damages resulting from such claims. Logo.co.zw is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The Client agrees not to hold Logo.co.zw responsible for any such loss or damage. Any claim against Logo.co.zw shall be limited to the relevant fee(s) paid by the customer.

17. DATA FORMATS

The Client agrees to Logo.co.zw's definition of acceptable means of supplying data to the company. Text is to be supplied to Logo.co.zw in electronic format as standard text (.txt), MS Word (.doc) on a memory stick, or CD-ROM, or via e-mail. Images which are supplied in an electronic format, are to be provided in a format as prescribed by Logo.co.zw via a memory stick, CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Logo.co.zw will not be held responsible for any image quality which the client later deems to be unacceptable. Logo.co.zw 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.

18. DESIGN PROJECT DURATION

Any indication given by Logo.co.zw of a design project's duration is to be considered by The Client to be an estimation. Logo.co.zw cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Logo.co.zw for the initial payment or by date confirmed in writing by Logo.co.zw.

19. DESIGN PROJECT COMPLETION

Logo.co.zw considers the design project complete upon receipt of The Client review and formal 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 project and can be treated as a separate charge.

20. DEFAULT

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. Logo.co.zw shall be considered entitled to remove Logo.co.zw and/or The Client material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, business cards, flyers, pamphlets, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries. Removal of such materials does not relieve the customer of its obligation to pay the due amount. Client's whose accounts become default agree to pay Logo.co.zw reasonable legal expenses and third-party collection agency fees in the enforcement of these Terms and Conditions.

21. KIDS' PRIVACY

Our Website is intended for the use of adults and individuals 13 years of ages and older. Our Website is not directed to children under the age of 13. Users under the age of 13 must have the permission and/or assistance of an adult while using or visiting our Website.

22. DESIGN CREDITS

The Client agrees to allow Logo.co.zw to place a small credit on printed material exhibition displays, advertisements and/or a link to Logo.co.zw's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. The Client also agrees to allow Logo.co.zw to place designs on Logo.co.zw's own website and social media for demonstration purposes and to use any designs in its own publicity. This includes cancelled projects, and projects not been finalised within an 36-month period.

23. CONFIDENTIALITY AND EXCLUSIVITY

It is Logo.co.zw's duty not to disclose any confidential information of The Client during or after Logo.co.zw's appointment without The Client's permission. However, this does not apply to the information already in the public domain or which subsequently comes into the public domain. The Client acknowledges that it is Logo.co.zw's right to use any general marketing and advertising intelligence, which Logo.co.zw has gained during this appointment. The Client views any breach by Logo.co.zw of its confidential business information as serious and reserves the right to enforce the confidentiality of such information by any legal means available to it, including but not limited to, injunctive relief. Logo.co.zw agrees not to work with any competitive business without the prior consent of The Client.

24. RIGHTS OF REFUSAL

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

25. TERMINATION

A termination notice can also be served at any time before the end of the term of this contract by either party sending the other a written notice. The termination period shall be no less than a thirty (30) day calendar month. The Client agrees to settle Logo.co.zw's dues from the last date of the notice period. Any cancellation must be in writing and must be sent or delivered to Logo.co.zw and shall be deemed effective only as at the date received by Logo.co.zw. These include a recalculation of the fees based on the new delivery period and the delivered scope of work. All ideas, designs, concepts, original compositions, finished advertisements, radio and television commercials and all other works and material prepared or acquired by Logo.co.zw will be assigned and given to The Client after termination of contract and settlement of all payments to Logo.co.zw due for services actually performed, and subject to the terms of any license or permission pursuant to which Logo.co.zw may have obtained the use of such material and to such material being in the public domain.

26. ZIMBABWEAN LAW

This Contract and any other matters concerning the relationship between Logo.co.zw and The Client shall be governed by and construed in accordance with the Law of Zimbabwe.

27. JURISDICTION

Any dispute that might arise between the Parties shall be finally settled by the competent courts in Zimbabwe.

28. LOGO.CO.ZW STAFF

The Client agrees not to employ or subcontract Logo.co.zw's personnel during the tenure of the contract and for a subsequent period of two years from the date of its termination.

29. DISCLAIMER

Logo.co.zw makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Logo.co.zw will not be held responsible for any and all damages resulting from products and/or services it supplies. Logo.co.zw 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 we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Logo.co.zw responsible for any such loss or damage. Any claim against Logo.co.zw shall be limited to the relevant fee(s) paid by The Client.

Logo.co.zw 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. Logo.co.zw will not knowingly perform any actions to contravene these and the client also agrees to be so bound. Logo.co.zw and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Logo.co.zw recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

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