

TERMS & CONDITIONS

Ekamati, an Independent creative studio offering - brand / corporate identity, developing creative concepts, creative campaigns, branding, graphic design, print design, packaging design, exhibitions / event designs, corporate videos, website design & development, and other services relating to the design of its client's goods & services.

- Based on the discussed scope of work, a quotation / proposal will be provided (valid for a week from issue date).
- Unless specified in the Quote / Proposal, we include 2 rounds of changes following the presentation of an initial concept. Revisions briefed thereafter will be charged according to the standard rate card.
- We will give our advice based upon specific information and parameters supplied by you and we cannot be held responsible for any changes out of our control and that we were not aware of and which could not reasonably have been anticipated.
- We are not required to keep records or artwork files post completion of a project unless expressly agreed in writing as part of the Services.
- If you have any complaint about the quality of the Services, we shall be intimated within 4 working days. In the absence of such a notification you will be deemed to have accepted our services.

CONTENT AND IMAGES: You shall provide us with the required information about your business and objectives. We take no responsibility for errors in content supplied by you. Kindly ensure to provide all necessary text and graphic materials that make up the content of the work. All content must be supplied in a suitable digital format unless agreed otherwise beforehand. Images should be supplied in jpeg, gif, tiff, png or psd format. Text should be supplied as a Microsoft Word document. Failure to supply material in an easily accessible format may result in additional costs being incurred for retyping text. Where the content which is provided is in a form where a significant amount of copy writing is required, a further charge may be made. Information for charts, graphs, and infographics to be supplied in Excel. If we are required to retype large amounts of content, then additional costs may be incurred.

- Client supplied images should always be high-res images at 300DPI for print purposes. If they are solely for use on the web, then lower resolution images are acceptable. We will assume that all images supplied to us are owned by the Client or have been purchased from stock libraries and are licensed to the client for use. We cannot use images taken from Google. If you are using images that you have taken, then we will assume that you have been given permission to use these images.
- You grant us the ability to utilize logos and any other company identity for the purposes of creating the project. You agree to indemnify us from any and all claims arising to obtain proper copyright permissions for all content supplied.

OTHER SPECIALIST SERVICES: Our estimate is exclusive of third-party costs such as (studio costs, advertising fees, photocopying, storage, printing, proofs, photography, custom fonts, icons, license costs, subcontracting costs, mail, and courier), unless otherwise included in the estimate. Unless you instruct us otherwise, seek such specialist services in areas outside our expertise. The Fee is exclusive of the third-party costs and out-of-pocket expenses all of which will be charged to you at cost plus a handling charge.

UNAVOIDABLE CASUALTY: We shall not be liable for any delay or failure to perform if such delay or failure to perform arises from circumstances outside our reasonable control.

TERMINATION: Should you wish to terminate the contract after the commencement of work, you will be invoiced for work already completed as per the shared quotation.

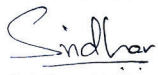
PAYMENT

- 50% advance to be paid prior to the commencement of the work (non-refundable). Costing may vary with prior intimation and is excluding taxes. We reserve the right to review and if appropriate increase the Fee (both estimated or fixed) if you request any changes or additions to the proposal.
- If more than one design solution/concept is chosen by you and this was not provided for in the proposal, an additional fee will be payable.
- Invoices shall be settled by bank transfer only on the nominated bank account within 07 days of the date on the invoice unless agreed otherwise. We will retain ownership of all work until full payment has been made.
- If you fail to settle any invoice by the due date you shall be liable, without reminder for interest at 2% rate per annum with effect from the date on which the invoice was due to be settled to the date of payment.

INTELLECTUAL PROPERTY:

- We may develop or use for other clients any ideas, concepts, source code, information or know how reflected in any of the materials provided to you (in whatever form) or otherwise developed during the course of providing services to you.
- All products, creative works, plans for designs, unique campaign ideas, slogans, copy themes, preliminary sketches, layouts, copy, artwork, production services, public and other marketing material (whether on paper, computer disk, by email or in some other digital format) shall not be provided unless accepted by us, shall, upon you paying us in full for the relevant materials, be your property, except to the extent that any intellectual property rights therein have been reserved by us or third parties engaged or employed by Ekamati.
- We retain the right to showcase your project on our website and design portfolio for the sole purpose of promoting our work.
- We own the legal copyright of our working files. Working files are our intellectual property and this can be and is not limited to design concepts, design elements, infographics, fonts and imagery. Working files are not released as part of our projects. If you wish to be supplied working files, then this needs to be requested and we will supply a quote for this release.
- We may use licensed fonts (including web fonts) in the provision of the Services. Any such use is personal to us, and it may be necessary for you to obtain at its own cost a license for the enjoyment and use of the Work. We are not liable for any failure of yours to hold the necessary license(s).
- Rights in stock photography and music will always be non-exclusive unless we have expressly agreed to acquire exclusivity of usage for you.
- We reserved the rights to change / alter the terms without prior intimation.

For Ekamati



Sridhar K V