



Terms & Conditions

By signing up as a client of Tuxedo Branding you agree to be legally bound by these conditions. Please read these terms carefully. Tuxedo Branding may change these terms at anytime by updating this posting. You should visit this page periodically to review these conditions, as they are binding to you. Tuxedo Branding agrees to award all rights associated with ownership and usage of materials developed by Tuxedo Branding to the client upon receipt of approval of the final artwork.

Ownership/Copyrights

Ownership of the final artwork becomes the property of the client, having unlimited, indefinite, and royalty-free use of artwork upon approval of the final draft. Tuxedo Branding retains rights to display the artwork in portfolio and advertising materials. All concepts or any preliminary materials which are not selected by the client or are not included in the final delivery, remain the full property of Tuxedo Branding.

Delivery of Initial Concepts

1. All interaction occurs over the internet. This simply means that concepts are sent via email, revisions must be submitted through the design portal (link will be provided), and logo kits will be delivered via email unless otherwise requested. You will be in contact with your project manager during normal business hours via phone, internet and if requested text message (via Skype). We encourage our clients to contact their project manager during normal business hours 10AM to 10PM Pacific Standard Time.
2. Order confirmation will be sent to you by email confirming the immediate start of the project within one business day. Orders are confirmed only after receipt of completed order form and payment confirmation.
3. Initial concept delivery is typically within 24 hours of the order confirmation depending on which package you purchased.*

*Some projects are completed within a matter of days while others may take months to complete. Guaranteed 1 business day service may be available for an additional fee.

Revisions

1. Interaction occurs over the internet.
2. Revision requests shall be submitted through your online account center. Revisions cycles consist of multiple versions of the original concept that incorporate the specific changes requested by the client. The purpose of the revision process is to form and mold the concept we created for you based on the information you provided us into what you the client determines. Client's requests shall be modifications of one chosen concept only. Revisions will be honored and completed in a timely manner set forth by these



terms and conditions. However, Tuxedo Branding reserves the right to charge \$35 for each revision request that departs from the current composition (the logo you selected from the initial concepts) and require major graphical changes. No revision work which requires payment will be started without authorization from the client.

3. Revision cycles typically take 2-4 business days to complete. A non-refundable Guaranteed 1 business day service is available for an additional fee.

4. You agree to provide timely responses to any status notifications that Tuxedo Branding sends to you. You shall have 30 days to respond to each **Response** sent to you. If after 30 days you have failed to respond, Tuxedo Branding will assume that your project is complete and the project shall be deemed completed. At such time, Tuxedo Branding will have no further obligation to you. Notwithstanding the foregoing, Tuxedo Branding reserves the right, in its sole discretion, to terminate your access to all or a portion of the Service, at any time, with or without notice. In the event of such termination, Tuxedo Branding will determine, in its sole discretion, whether you are entitled to any refund. (A \$30 reactivation fee will apply)

Final Deliveries

1. Upon completion of your project, your final files will be sent via email for immediate use.
2. You will receive your logo files in a vector format (EPS) and high resolution TIFF(print-ready) and in web-ready file formats (JPEG, GIFF, PNG). Additional files are available upon request.
3. For packages requiring delivery of materials (i.e., business cards, letterhead etc.,) these will be delivered via shipping within 3 business days of final logo acceptance and design completion.

Additional Work

Should the client require additional services beyond the scope of the package purchased (either concurrently with the project or at a later date), the client will be provided with a price list for such changes. Additional work will be done after pre-paying add on services in full.

Logo Guarantee & Refund Policy

Tuxedo Branding is committed to designing a new logo for you that you will be completely satisfied with. At any time before requesting your first round of revisions or a second set of concepts, you may request to have all work stopped and your money refunded. Refunds will be processed within 2-5 business days of your request. **This refund policy is void if any of the following conditions apply:**

1. If you have requested revisions, approved the logo or requested a second set of concepts;
2. If we do not hear back from you for more than 30 days;
3. If you have approved your logo;
4. If the company we are making the logo for closes, changes their name, or their activity.

Refunds are only available to the actual Client for whom the logo was created. No refund is available for design firms or for those who order our design services on behalf of another entity. Once you have



requested your first round of revisions, you will no longer be eligible for a refund. However if you are not happy with the design we will supply you with a new set of concepts FREE of charge.

The only condition that may apply in receiving a second set of concepts or refund would be:

1. If we do not hear back from you for more than 30 days;
2. If you have approved your logo;
3. If you have requested revisions;
4. If the company we are making the logo for closes, changes their name, or their activity.

Should you receive a refund, you agree that your acceptance of the refund shall constitute your sole and exclusive remedy with respect to related Responses. Additionally, you acknowledge that you will have no right (express or implied) to use any concept or other work product, content, or media, nor will you have any ownership interest in or to the same.

Starter Package and Custom Quoted Jobs Refund Policy

The Starter package is for clients that know EXACTLY what they want. We will develop one concept to your specifications and provide one round of revisions. There is no money-back guarantee with this package. If you do not know exactly what you want and would like several concepts to choose from, we recommend the bronze, silver or gold package. Additionally the same rule applies to custom quoted jobs unless otherwise specified in writing.

ADD-ON's Refund Policy

Any add-on to a package that is ordered with the package falls under the refund policy above. Once you have entered into revisions or requested a second set of concepts you may not get a refund for the **logo design** or and other item on your order as it is part of the package.

Rush Package Refund Policy

Rush packages (1 business day turnaround) are non-refundable. Should you require and are eligible for a refund with a package that has a rush added, you will be refunded the logo package purchase only, less the \$75 service fee.

Web Package

Tuxedo Branding's Web Package is a combination of the Gold Package plus a 5 page web site. The Web Package does not include Flash development or animated Gif's, nor does it include order forms or elaborate contact forms. The Web Package does not include ASP, PHP, CGI or any language other than HTML.

Name Creation Service

Tuxedo Branding's Name Creation service is non-refundable. We do however offer unlimited rounds of names, so in the event you do not like the first set of names provided you can request a new set free of charge and continue doing so until you are completely satisfied.



Stationery Orders

Stationery orders, design and printing do not fall under our 100% Guarantee. There is only a small amount of design that can go into the development of stationery, therefore there is no reason that we should have to refund the package. You do however fall under our 100% satisfaction guarantee, which means we will continue designing until you are 100% satisfied.

Order Services Guarantee & Refund Policy

Any service other than logo design, does not fall under our guarantee/refund policy. Refunds for other services such as, but not limited to: web design, label design, printed material, rush packages and other print designs will be left to the sole discretion of Tuxedo Branding

Regarding Trade Marks & Service Marks

Tuxedo Branding expects the client to perform research on their company name to be sure the name is not already in use and securing a trademark etc. to protect the clients legal rights to any name or image. Tuxedo Branding will not be held responsible for any legal action that may result from improper due diligence on the availability of a company name or image.

Chargebacks

Tuxedo Branding will assess a \$35 processing fee in the event of a charge back. Client will also be liable for all collection and legal expenses incurred in the collection of funds owe to Tuxedo Branding for services rendered or breach of contract. Client concedes that Tuxedo Branding will pursue and enforce these terms to the fullest extent of the law.

Legal Disputes

Client hereby agrees and consents to venue in Oakland, California, USA, in the event of any legal action regarding these Terms and Conditions or of any copyright enforcement regarding the subject matter of these Terms and Conditions.