

WWW.VERATIDESIGN.COM



terms and conditions

Welcome to Verati Design. By using Verati Design, and signing up as a Client, you agree to be legally bound by these Terms and Conditions of Use (the "Terms and Conditions"), including those terms and conditions incorporated by reference. Please read these Terms and Conditions carefully. If you do not accept these Terms and Conditions, you may not use the Verati Design service. Verati Design may revise these Terms and Conditions at any time by updating this posting. You should visit this web page periodically to review the Terms and Conditions, because they are binding on you. In these Terms and Conditions, all services provided by and related to Verati Design, and all text, images, photographs, user interface, "look" and "feel", data and other content included at VeratiDesign.com from time to time (including, without limitation, the selection, coordination and arrangement of such content) are sometimes referred to as the "Web Site" and/or "Service."

You acknowledge and agree that Verati Design shall have the right (but not the obligation) in its sole discretion, to pre-screen, refuse or remove any project and/or user provided content that violates these Terms and Conditions or is otherwise objectionable, including, without limitation, projects or content that is illegal, obscene, indecent, defamatory, incites religious, racial or ethnic hatred, or violates the rights of others. Activity that is brought to our attention which appears in our sole judgment to violate the law will be brought to the attention of the proper authorities. You acknowledge, consent and agree that Verati Design may access, preserve, and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Verati Design, its users and the public.

1. Verati Design Service Generally

(a) Description. The Verati Design Service is an online offering where individuals or entities that have signed up with Verati Design as clients (each, a "Client") can post specific assignments and project descriptions, including illustrative samples or other media (each, a "Creative Brief"), revise those Creative Briefs (each, a "Revision Brief")

and obtain responses (each, a "Response") to those Creative or Revision Briefs from design experts retained by Verati Design ("Members"). Verati Design will provide you, as the Client, the Service according to the Package you have chosen as detailed in section 1(e) below. Your Responses will be created iteratively through a drafting cycle of Creative Briefs, Revision Briefs and Responses, ultimately resulting in a final Response conforming to your various Creative and Revision Briefs.

(b) Creative Brief and Responses. You are solely responsible for preparing and posting detailed descriptions of each of your Creative Briefs to the Web Site, including providing samples illustrating your Creative Brief and any relevant deadlines. For each Response to a Creative Brief that you want to receive, a term sheet (a "Term Sheet") will be generated that will contain, and be subject to, the terms and conditions you have established for the Creative or Revision Brief. Verati Design is under no obligation to review a Creative or Revision Brief or Term Sheet for any purpose, including accuracy, completeness of information, quality or clarity. Verati Design may decide, in its sole discretion, to deny a Creative or Revision Brief or a Term Sheet.

(c) Reviewing Responses. When Verati Design provides you with a Response, you are responsible for reviewing the Response. If you fail to promptly inform Verati Design that the Response is not reasonably responsive to the related Term Sheet or Creative Brief, you will be deemed to have accepted the Response. If you notify Verati Design that you think a Response is not reasonably responsive to the related Creative Brief, you shall then submit to the Web Site a Revision Brief containing information regarding amendments or modification to be made to the initial Response. After you provide Verati Design with a Revision Brief, Verati Design will provide you with a subsequent Response that conforms to the additional criteria you requested. Verati Design is not responsible for the content of Responses developed to the extent that such Responses are prepared to conform to your Creative or Revision Briefs.

(d) Revision Cycles. Revision cycles generally consist of 2-6 additional compositions that incorporate changes you request in a Revision Brief. The purpose of the revision process is to create Responses that move your project forward in the specific direction you have determined. You may request significant changes in the first and second cycles, and the Responses generated might be quite different in nature from the original composition you selected. By the third revision request, your requests shall be modifications of the current composition only. Revision requests that depart from the then-current composition will be honored and completed in a timely manner, however; Verati Design reserves the right to charge \$50 for each such Revision. No revision work, which requires payment, will be started without your authorization.

(e) Packages. You may select from the following Service Packages:

please request a list

(f) Client Accounts. When you register for the Service, you must pay for the Service via credit card, or other payment method expressly authorized by Verati Design. You will be

charged for the Package you have selected. If you pay by credit card, you will be required to provide a valid credit card number and credit card billing address when registering as a Client. Verati Design will email you a receipt for the transactions in which you are involved. Our fee policy for Clients may change and we may decide to impose additional fees on Clients at any time; however, such additional fees will not apply to projects submitted before Verati Design implements any such change in fees.

(g) Refunds. If you are not satisfied with the initial Responses provided by Verati Design, you may request a refund by completing the Refund Request form, which will be provided to you upon request. Upon timely receipt of the completed form, Verati Design will refund the total payment made by you, less a seventy-five dollar (\$75.00) service and processing fee. However, 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. Furthermore, you shall forfeit the right to the refund outlined above if you request additional revisions to any of the initial concepts. You shall also forfeit the right to a refund if you do not respond in a timely manner to a status notification from Verati Design, as described below in section 1

(h). 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 Response or other work product, content, or media, nor will you have any ownership interest in or to the same.

(i) Project Duration. You agree to provide timely responses to any status notifications that Verati Design 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, Verati Design will assume that your project is complete and the project shall be deemed completed. At such time, Verati Design will have no further obligation to you, and you will pay Verati Design pursuant to the provisions of these Terms and Conditions. Notwithstanding the foregoing, Verati Design 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, Verati Design will determine, in its sole discretion, whether you are entitled to any refund.

2. Eligibility, Access, Use and Service

(a) Eligibility Requirements. To register as a Client, you must be at least 18 years of age, agree to these Terms and Conditions and Verati Design's privacy policy (located at www.Logoworks.com/privacy.html), and complete the registration procedure. By registering as a Client, you represent and warrant that you meet these eligibility requirements, that the information you include as part of the registration process is complete and accurate and, if you are registering on behalf of an entity, that you are authorized to bind that entity to these Terms and Conditions. Verati Design may accept or reject your registration in its sole discretion.

(b) Authorization to Use; Permitted Uses. You may access and use the Service solely in accordance with these Terms and Conditions and any posted policies and procedures that appear on the Web Site. You may provide Creative Briefs and obtain Responses only if you register as a Client. Any use of the Web Site is at your sole risk and responsibility. Subject to these Terms and Conditions, you may (i) display the Web Site on an Internet access device, and (ii) on an occasional, infrequent and ad hoc basis, and only in circumstances that constitute "fair use" under United States copyright law, print copies of insubstantial portions of the Web Site.

(c) Prohibited Uses. Except as expressly permitted in these Terms and Conditions, you may not display or print the Web Site and in no event may you broadcast, circulate, distribute, download, perform, publish, rent, reproduce, sell, store, transmit or create decorative works from the Web Site. Additionally, you agree to comply with all applicable laws (including, without limitation, any applicable export controls) in connection with your use of the Service, and with such further limitations or rules as may be set forth on the Web Site. Without limiting the foregoing, you agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Web Site that (i) is copyrighted, unless you are the copyright owner; (ii) reveals trade secrets, unless you own them; (iii) infringes on any other proprietary or intellectual property rights of others, on the privacy or publicity rights of others, or any statutory right; (iv) is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to any other person or entity; (v) is sexually-explicit; (vi) constitutes advertisements or solicitations of business, chain letters or pyramid schemes; or (vii) contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information. You further agree not to (a) use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a Client; (b) delete or revise any material or other information of any other user of Verati Design; (c) take any action that imposes an unreasonable or disproportionately large load on the Web Site's infrastructure; (d) use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any activity being conducted on the Web Site; (e) use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Web Site, other than the search engine and search agents available from Verati Design on the Web Site and other than generally available third-party web browsers (e.g., Microsoft Internet Explorer and Netscape Navigator); or (f) attempt to decipher, decompile, disassemble or reverse-engineer any of the software comprising or in any way making up a part of the Web Site.

(d) Web Site Security. You are prohibited from violating or attempting to violate the security of the Web Site, including, without limitation, (i) accessing data not intended for you or logging into a server or account that you are not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any user, host or network, including, without limitation, by way

of submitting a virus to, or overloading, "flooding", "spamming", "mailbombing" or "crashing", the Web Site; (iv) sending unsolicited email to any user of the Web Site, including promotions and/or advertising of products or services; or (v) forging any TCP/IP packet header or any part of the header information in any email or posting generated in connection with the Service. Violations of system or network security may result in civil or criminal liability. Verati Design will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. Verati Design reserves the right to review postings on the Web Site, to remove any postings, and to terminate your ability to communicate with, or post to, the Web Site at any time without notice, in its sole discretion. Verati Design will use commercially reasonable efforts not to disclose any information you communicate with, or post to, the Web Site, but reserves the right to disclose such information to the extent necessary to satisfy any applicable law, regulation, legal process or governmental request, and the right to edit, refuse to post or to remove any information or materials, in whole or in part.

(e) Operation of Web Site. Verati Design shall not be responsible for any delays or interruptions of, or errors or omissions contained in, the Web Site. Verati Design reserves the right, but shall not be required, to correct any such delays, interruptions, errors or omissions. Although Verati Design intends to use commercially reasonable efforts to make the Web Site and Service accessible, Verati Design makes no representation, warranty or covenant that the Web Site or Service will be available at all times or at any time. Various circumstances may prevent or delay availability, including telecommunications and/or server problems. Verati Design may at any time discontinue the Web Site in whole or in part, may change or eliminate any transmission method, and may change transmission speeds or other signal characteristics. Verati Design shall not be responsible for any loss, cost, damage or liability that may result from any of the circumstances, actions or inactions described in this paragraph.

3. Registration, Password, User Identity

(a) Your User Identity. When you register as a Client, you will create a user identity (your "User Identity"), which will be your identity for purposes of interacting with other users through the Web Site. Your User Identity will include certain personal information, such as, the industry in which you operate. However, your user name need not be your real name. During the registration process, the fields requesting information that will be made available to others as part of your User Identity are identified. You are responsible for ensuring that you are comfortable making such information available to other Web Site users.

(b) Access Numbers, Passwords, and Password Access. You shall keep confidential, shall not disseminate, and shall use solely in accordance with these Terms and Conditions, your User Identity, registration identification and password for the Web Site. You shall immediately notify Verati Design if you learn of or suspect: (i) any loss or theft of your User Identity, registration identification or password, or (ii) any unauthorized use of your registration identification or password or of the Web Site. In the event of such loss, theft,

or unauthorized use, Verati Design may impose on you, at Verati Design's sole discretion, additional security obligations.

(c) Security Breaches and Revision. If any unauthorized person obtains access to the Web Site as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly inform Logoworks. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

4. Ownership; Rights to Use

(a) Web Site and Service Generally. Except as expressly contemplated under these Terms and Conditions, as between Verati Design and you, Verati Design will own all right, title and interest in and to all copyright, trademark, service mark, patent, trade secret or other intellectual property and proprietary rights in and to the Web Site and Service, in all media now known or later devised, to the fullest extent provided under United States and international law. You shall not remove, conceal or alter any copyright notice, byline information, disclaimer, restriction or other notice on the Web Site or any portion thereof. You shall not use or permit any third party to use the name, trademarks, trade names, or trade dress of Verati Design, including " Verati Design ", without the prior written consent of Verati Design, as determined in its sole discretion, for each such use.

(b) Creative and Response Briefs. Upon submission of a Creative or Response Brief or any other information or media provided by you in connection with your use of the Service (collectively, the "Client Information"), Verati Design and its agents shall have all rights and licenses necessary to use such Client Information for the purpose of obtaining Responses and for archival purposes. Each Member to whom your project is made available has the right to review and display the relevant Term Sheet for purposes of preparing a Response.

(c) Rights of Verati Design. Upon your submission of Client Information to the Service, you grant Verati Design and its agents (including ARTEIS INC.) a royalty-free, perpetual, irrevocable, sub-licensable, exclusive, worldwide right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display (in whole or in part), and/or incorporate in other works, in any form, media, or technology now known or later developed, such Client Information, for the full term of any intellectual property rights that may exist in such Client Information to the extent necessary to provide you with the Service and Responses.

(d) Rights of Clients. Subject to your compliance with these Terms and Conditions, you shall own the final the Response composition provided to you by Verati Design (the "Final Product"). You shall not, however, own any materials, media or other content generated during any revision cycles leading up to the Final Product, and Verati Design expressly reserves all right, title and interest in and to the same. You acknowledge and hereby grant to Verati Design a royalty-free, irrevocable exclusive worldwide right to use Creative and Revision Briefs, individual Responses provided to you, and Final Product

for internal and archival purposes, and in order to display and promote the Verati Design Service. Verati Design retains the rights to all artwork concepts and other content not selected by you. You acknowledge that your ownership rights under these Terms and Conditions are limited to the Final Product, and that no trademarks or service marks in or to any Final Product are being conveyed under these Terms and Conditions. You hereby acknowledge that Verati Design shall have no obligation or duty to perform trademark, service mark or copyright searches or inquiries, or the like, in order to validate the propriety or legality of the Final Product. Accordingly, you are encouraged to perform your own independent searches with regard to the Final Product. Furthermore, you acknowledge that Verati Design shall have no responsibility or obligation of any kind to assist you in seeking state or federal intellectual property protection (i.e., without limitation, trademark or copyright registration) for the Final Product, nor shall Verati Design be responsible for otherwise assisting you in any way in your attempt to perfect your rights in or to the Final Product.

5. Nondisclosure and Privacy

Verati Design intends to use commercially reasonable efforts to follow its privacy policy, as such privacy policy may be changed from time to time at Verati Design's sole discretion. Notwithstanding the foregoing, Verati Design cannot and does not assume any responsibility or liability for any information submitted to the Web Site or for the use or misuse of any information submitted by you or any other person, including, without limitation, any information accessed by a hacker or by any other malicious act.

6. Disclaimers; Indemnification; Limitations of Liability

(a) Responsibility for Content. Verati Design shall not be responsible for any use that is or is not made of the Web Site or the Service. Without limiting the foregoing, Verati Design makes no representations, warranties or covenants regarding, and does not guarantee, the truthfulness, accuracy, or reliability of any information or other material (including, without limitation, any Creative Brief, Term Sheets, Responses or User Identity) that are communicated through, or posted to, the Service, whether by Members, Clients, Verati Design or otherwise, nor does Verati Design endorse any opinions expressed by any user of the Web Site, including any Member or Client. Without limiting the foregoing, Verati Design makes no representations, warranties or covenants regarding the validity of the rights to Responses granted pursuant to these Terms and Conditions. You acknowledge that any reliance on information or other material, including, without limitation, any information related to a particular Package or your project, Term Sheet, Response or User Identity, communicated through the Service, or posted to the Web Site, will be at your own risk. Without limiting the foregoing, you agree and acknowledge that you use each Response at your own risk and that you are responsible for taking any actions you deem reasonable to determine whether your use of a Response will infringe any statutory or third-party intellectual property, privacy or publicity rights.

(b) Links to Third-Party Services. The Web Site may contain links to third-party web sites or other services (the "Linked Content"). The Linked Content is not under the control of Verati Design and Verati Design is not responsible for the Linked Content, including, without limitation, links contained in the Linked Content, or any changes or

updates to Linked Content. Verati Design is providing Linked Content to you only as a convenience, and the inclusion of such Linked Content is not an endorsement by Verati Design of such Linked Content. If you decide to access any Linked Content, you do so at your own risk.

(c) Disclaimer of Warranties. THE SERVICE AND THE RESPONSES ARE PROVIDED "AS IS." Verati Design MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE WEB SITE, INCLUDING ANY PART THEREOF, OR ANY WEB SITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE WEB SITE, INCLUDING ANY TERM SHEET, RESPONSE, USER IDENTITY OR LINKED CONTENT. Verati Design DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Verati Design DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS; (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE WEB SITE, OR ANY PART THEREOF; (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE WEB SITE; AND (v) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NON-PERFORMANCE, OR OTHER ACTS OR OMISSIONS BY Verati Design OR ANY THIRD PARTY. FURTHERMORE, THERE IS NO WARRANTY THAT THE WEB SITE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

(d) Release from Claims. The Service serves solely as a venue for the creation of work and Verati Design does not regularly screen or censor any information or material posted to the Web Site. Although Verati Design makes commercially reasonable efforts to determine the identity of Clients, Verati Design cannot and does not confirm that any Client or other user is who they claim to be or that any Client or other user has the qualifications he or she claims to have. Because Verati Design does not and cannot be involved in user-to-user dealings or control the behavior of participants on the Web Site, if you have a dispute with one or more users, you hereby release Verati Design (and our affiliates, agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

(e) Indemnification. You hereby agree to defend, indemnify and hold harmless Verati Design and its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees from any action, claim, demand, or liability arising from or relating to your violation of any of these Terms and Conditions or use of the Web Site, and any expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

(f) Limitation of Damages. IN NO EVENT SHALL THE COMPANY OR ANY THIRD PARTY BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THE WEB SITE, INCLUDING ANY PART THEREOF, OR THESE TERMS AND CONDITIONS OR ANY OTHER CONSENT (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SERVICE) EVEN IF Verati Design OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Verati Design's TOTAL LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE TOTAL AMOUNT YOU PAID TO Verati Design FOR YOUR PACKAGE UNDER THESE TERMS AND CONDITIONS.

7. Communication

By using the Verati Design Service, you agree to receive, via email or otherwise, status notifications, a monthly newsletter, and carefully selected special offers and promotions for certain products and services that we believe could be of value to our Clients. This is essential to maintaining the low-cost of our services. You are free to unsubscribe from any newsletters we send to you at any time. Verati Design may or may not use a third party to send email or otherwise contact you, however, your personal identifying information will never be disclosed or shared with another party in a manner inconsistent with Verati Design's privacy policy.

8. Miscellaneous Provisions

(a) Entire Agreement. These Terms and Conditions set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements and understandings, and any and all contemporaneous oral agreements and understandings (excluding any associated agreements required by Verati Design (e.g., privacy policy) as a condition precedent to Clients' use of the Service), between you and Verati Design regarding the subject matter of these Terms and Conditions.

(b) Amendment. No modification, amendment, or waiver of these Terms and Conditions or any part hereof shall be binding unless evidenced in writing and signed by Verati Design.

(c) Severability. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be

deemed null and void, but the remaining provisions shall continue in full force without being impaired or invalidated in any way.

(d) Mutual Participation. The language of these Terms and Conditions shall be deemed to be the language mutually chosen by the parties and no rule of strict construction shall be applied against or in favor of either party hereto.

(e) Headings. The section headings and other headings contained herein shall not affect the meaning or interpretation of these Terms and Conditions.

(f) Choice of Law; Forum. These Terms and Conditions shall be governed by the substantive law of the State of Utah, without reference to any choice of law rules that would result in the application of the substantive law of any other jurisdiction. The parties agree that any disputes arising out of or relating to these Terms and Conditions shall be submitted to the federal courts having jurisdiction in Salt Lake City, Utah, or state courts having jurisdiction in the area in which such federal courts have jurisdiction, and the parties consent to the personal jurisdiction of such courts with respect to such disputes.

(g) Assignment. You may not assign or otherwise transfer (by operation of law or otherwise) any of your rights or duties hereunder unless Verati Design agrees in writing after receiving prior written notice. Any attempted assignment or other transfer without the requisite consent shall be null and void. Verati Design may assign or otherwise transfer any of its rights or the performance of any of its duties without your consent.

(h) Waiver. The waiver by Verati Design of a breach or a violation of any provision of these Terms and Conditions shall not operate as or be construed to be a waiver of any subsequent breach or violation of any provision of these Terms and Conditions.

(i) Independent Contractors. The parties and their respective personnel are and shall be independent contractors and neither party by virtue of these Terms and Conditions shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

(j) Force Majeure. If the performance of any part of these Terms and Conditions by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that such performance is prevented, hindered or delayed by such causes.

(k) Capacity. The parties hereby warrant and represent that they have all necessary rights and authority to execute these Terms and Conditions and to fulfill their obligations hereunder.

(l) Further Assurances. The parties hereto shall, at their own cost and expenses, execute and deliver such other documents, artwork, programming code and instruments and shall

take such other action as may reasonably be required or appropriate to evidence or carry out the intent and purposes of these Terms and Conditions.

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Submittal of Artwork- By agreeing to your order, Farfromboring.com assumes that you have the sole legal rights to any trademarked or registered artwork, text, or graphics in your possession. Upon any legal dispute regarding copyright infringement Verati Design bears no responsibility and it is the sole legal/financial liability of the customer.

Overruns & Underruns- Due to the nature of custom imprinted merchandise, orders are often produced at +/- 5%. Verati Design works closely with manufacturers to ensure the most accurate run of product. Please contact your sales representative regarding exact quantity runs if necessary. In the event of overruns/underruns, your credit card or account will be billed or credited based on final quantity shipped.

Shipping- All items are FOB from manufacturer. Please let us know in advance if you would like your orders shipped via 3rd party shipping account. All orders must be signed for upon delivery and please be aware that we cannot deliver to PO, APO, or FPO boxes. Verati Design is not responsible for any delays in shipping due to unexpected weather, acts of god, or any other unforeseeable events which may delay delivery.

Cancellations- Upon your request for order cancellation we will make every effort possible to stop production if possible with no cancellation fees. If pre-production costs have already been incurred you will still be responsible for these charges. Note that we can alter shipping destinations up until the day of shipment (shipping rates may change according to final destination location)

Sales Tax- Sales tax will be applied to any orders being shipped to Florida. For tax exempt customers, a certificate of exemption must be presented.