

## TERMS AND CONDITIONS

The provision of all services and deliverables by Pür7 Marketing to its Clients shall be governed by the following terms and conditions. No additional terms or conditions contained in Client's purchase order shall be of any force or effect whatsoever.

### INTELLECTUAL PROPERTY PROVISIONS

*Client Content.* Client provided content, including materials, information, photography and all pre-existing trademarks and copyright material, shall remain the property of Client, and Client shall be the owner of all rights in connection therewith. Client hereby grants to Pür7 Marketing and its agents a non-exclusive, non-transferable license to use, reproduce, and modify the Client provided content in connection with Consultant's performance of its Services and the production of deliverables.

*Assignment of Copyrights.* Upon completion of the services and conditioned upon full payment of all fees, costs and expenses due, Pür7 Marketing hereby assigns to Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Pür7 Marketing as part of the deliverables.

*Assignment of Final Work.* Upon completion of the services and conditioned upon full payment of all fees, costs and expenses due, Pür7 Marketing hereby assigns to Client all right, title and interest, including copyright and other intellectual property rights, in and to the deliverables.

### WARRANTIES

Client warrants to Pür7 Marketing that (a) Client owns all rights in the Client provided content, or otherwise has the right to permit the use of that content; and (b) to the best of Client's knowledge, that content does not infringe the rights of any third party. Client agrees to indemnify Pür7 Marketing from any damages arising out of any third-party claim resulting from a breach of Client's warranties.

Pür7 Marketing warrants to Client that Pür7 Marketing will provide services and the deliverables in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services but cannot warrant that its services and deliverables will positively impact Client's revenues. Pür7 Marketing warrants to Client that the deliverables shall be its original work, and to the best of its knowledge, the deliverables do not infringe the rights of any third party.

### CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a timely manner:

- (a) coordination of any decision-making with parties other than Pür7 Marketing;
- (b) provision of client content in a form suitable for reproduction or incorporation into the deliverables without further preparation; and
- (c) final proofreading.

## **RECOGNITION**

Pür7 Marketing retains the right to reproduce, publish and display the deliverables in Pür7 Marketing's portfolios and websites, and in galleries, design periodicals, its websites (including a link to Client's website) and other media or exhibits for the sole purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the deliverables in connection with such uses.

## **CONFIDENTIAL INFORMATION**

Each party acknowledges that in connection with the performance of Pür7 Marketing's services it may receive certain confidential information and materials of the other party ("Confidential Information"). Each party and its employees shall hold and maintain in strictest confidence all Confidential Information and shall not use any Confidential Information except as may be necessary for the performance of the services, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality. At the disclosing party's request, the receiving party shall return or destroy the disclosing party's Confidential Information.

## **NO EXCLUSIVITY**

The parties acknowledge that the relationship between Pür7 Marketing and the Client is not exclusive. Client is free to engage others to perform marketing services and Pür7 Marketing shall be entitled to offer and provide marketing services to others.

## **LIMITATION OF LIABILITY**

Pür7 Marketing shall not be liable to Client for any lost contracts, lost revenues, lost profits, or for any indirect or consequential damages arising out of the services and deliverables supplied by Pür7 Marketing, even if Pür7 Marketing has been advised of the possibility of such damages or liability, nor shall Pür7 Marketing's aggregate liability for any other damages arising out of the services or deliverables exceed the revenue paid by Client for such services or deliverables

## **FEES AND PAYMENT TERMS**

In consideration of the services to be performed, Client shall pay to Pür7 Marketing fees in the amounts and according to the payment terms set forth in Pür7 Marketing's quotation. All invoices are payable upon receipt. Late payments will incur a 1.5% late fee that is compounded monthly. Unless other payment method is agreed upon by the parties, payment for invoiced services to Pür7 Marketing are payable by cheque or etransfer to [martine@pur7.ca](mailto:martine@pur7.ca). Cheques should be mailed to:

Pür7 Marketing Inc.  
3608 Boul. Saint-Charles, Suite 38  
Kirkland, QC  
H9H 3C3

Services requested by Client to be performed by Pür7 Marketing that are not specifically detailed in a scope of work, a quotation or a purchase order may be completed on a time and materials basis. Such services will be tracked by Pür7 Marketing by recording time worked in quarter-hour increments, to be billed on the final day of the month in which the services were completed.