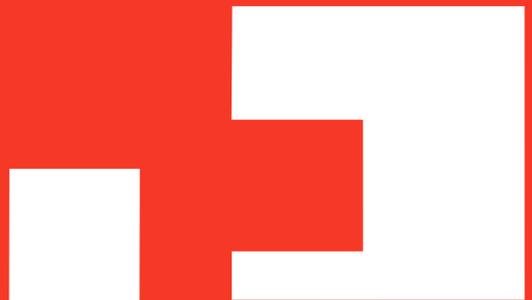
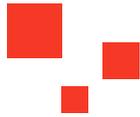


TERMS OF BUSINESS

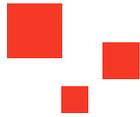




Terms and Conditions

1. CUBE Design refers to the business of CUBE Design and Barbara Monahan, the business owner and designer of CUBE Design. All work is carried out on the understanding that the client has agreed to CUBE Design's terms and conditions.
2. CUBE Design shall use reasonable endeavours to provide the services, and to deliver the finished product to the client, in accordance with the agreed proposal.
3. To commence the project, CUBE Design will provide the client with a project agreement based on the initial quotation, and an invoice for a 50% non-refundable deposit, which also acts as a rejection fee should the work be refused at phase one of our process. The project agreement is to be signed and dated by the client and CUBE Design, to indicate acceptance. Alternatively, the client may send an official order or an email acknowledging acceptance of the initial quotation, which binds the client to accept CUBE Design's terms and conditions. No work on a project will commence until acceptance of the quotation has been received by CUBE Design and the initial non-refundable deposit of 50% of the total cost has been cleared to the bank account of CUBE Design.
4. After payment of the initial deposit, the remaining 50% of the project quotation total will be due upon completion of the work prior to print deliveries, upload to the server, or release of any materials. The client will be provided with a final project Invoice at this time which is payable immediately. Goods will not be released until final payment is made. All payments are required even if deliverables are not used by client. Stage payments can be discussed as alternative method of payment prior to payment of the deposit.
5. Fees for design work do not cover the release of master design files including .ai, .indd, .psd, or any other source files. If the client requires these files, they will be subject to separate fees which will be invoiced and paid for, before files are released. Once released to the client, CUBE Design will no longer archive these files on behalf of the client.
6. Payments are in Euros only and can be made online with details supplied on the clients invoice. Cheques are not acceptable. Payment is to be made via online transfer.
7. Accounts which remain outstanding for 30 days after the date of invoice, will incur a delay fee of 10% per week of the outstanding amount.
8. An account shall be considered default if it remains unpaid for 30 days from the date of invoice. CUBE Design shall be entitled to remove CUBE Design and/or the client's 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, 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 CUBE Design reasonable legal expenses and third party collection agency fees in the enforcement of these terms and conditions.
9. If CUBE Design's performance of its obligations under the contract is prevented or delayed by any act or omission of the client, its agents, sub-contractors or employees, CUBE Design shall not be liable for any costs, charges or losses sustained or incurred by the client arising directly or indirectly from such prevention or delay, and CUBE Design shall be entitled to charge the client as if the services had been performed in full.
10. The client is responsible for the supply and proof-reading of all text, at all stages of proofing, and particularly before printing. CUBE Design is not liable for any errors in the text.

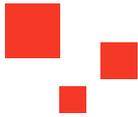




Terms and Conditions continued

11. There is an allowance for one level of correction on your projects. If there are further corrections to be made, there may be additional charges which CUBE Design will advise you of, and a delay to timelines. CUBE Design is not liable for these delays. Please note that content should be supplied as final text when requested, and this does not allow for corrections to be made by CUBE Design. The client must ensure all content supplied is final. See additional notes within your quotation under processes.
12. Images or illustrations supplied by the client must be of high quality, cleared for use under copyright and protection laws, and suitable for the intended application (print or web). CUBE Design can advise on this. Any other images or illustrations that are required or considered an improvement to the designs, can be sourced by CUBE Design at an additional cost which will be advised before commissioning or purchase. Any image searches, commissions or purchases necessary for the project made by CUBE Design will be subject to a handling fee of 20% of the cost or a minimum charge of €50.00.
13. CUBE Design and the client both acknowledges their own intellectual property rights related to their respective business. All Intellectual Property rights which includes but not limited to designs, copyright, trademarks, service marks, ideas, creations, improvements to all property, whether in written form, images or other data supplied by CUBE Design shall be the exclusive property of the client subject to payment of all monies due. Upon receipt of final payment, the client will own the text, images and other data we produce for you but not the techniques, methods, or trade secrets we use to produce it and which belongs solely to CUBE Design and/or its partners. Please note the copyright and intellectual properties around the use of royalty free images does not give full rights to the client or CUBE Design. CUBE Design will advise the client if using royalty free imagery.
14. Should a client wish to use particular 'copyrighted' material, it is their responsibility to ensure that all legal and copyright implications are taken care of. Upon receipt of payment to CUBE Design it will be deemed that the client has given full permission to use the copyrighted material at its own risk and consequences. The client agrees to indemnify and keep indemnified CUBE Design against all losses, costs, demands, damages, legal actions, expenses and any claims howsoever incurred by CUBE Design as a result of your breach of intellectual property rights.
15. Upon payment of all fees and expenses, the client will gain full transferable rights to brand identity, and full licence to reproduce works through commercial printers. All services provided by the designer shall be for the exclusive use of the client other than the designer's promotional and portfolio use.
16. The designer may contract with other creative professionals to provide services such as web development, photography and illustration. Any such arrangement will include reproduction rights exclusively for the client for use of the deliverables specific to the project .
17. CUBE Design cannot be held responsible for any changes or alterations made by the client or other third parties to the work produced by CUBE Design.
18. The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the quotation will be liable to a separate charge.
19. As the client it is your responsibility to proof read everything, and check that all artwork is correct and to your satisfaction before going to print. CUBE Design is not liable for errors or omissions. You will be asked to sign off all artwork before print via Email.
20. CUBE Design will keep the client informed at each stage of the project, and ask for content if

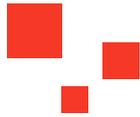




Terms and Conditions continued

- necessary, feedback and approval where necessary. In order to complete the project within a reasonable timeline the client must provide all content and feedback when required. Delays in delivery of content to CUBE Design will result in an extension of the timeline, which CUBE Design is not liable for. These delays do not affect the payment schedule.
21. Where there is a request for outside services, (programmers, editors etc.), CUBE Design will manage these contracts for you through our regular suppliers, and quoted for through CUBE Design. These costs are always subject to change, and any changes will be advised at the time and invoiced on completion of the job. CUBE Design will endeavor to keep these costs to a minimum and operate in its clients best interests. Any additional fonts if requested or required, will also be quoted for separately and purchased by CUBE Design.
 22. Any technical issues which arise through the client and are dealt with by CUBE Design will be an additional cost. Any additional costs will be advised and invoiced immediately or at an agreed time, but before publishing or release of goods.
 23. The client agrees to allow CUBE Design all necessary access to computer systems and other locations, as required, in order to complete a project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The client also agrees to allow CUBE Design access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these terms and conditions.
 24. If you select to use your own vendors, other than our trusted and reliable suppliers, you may request that we co-ordinate their work. If at all possible, we will attempt to do so, but we cannot in any way be held responsible for quality, price, performance, services or delivery.
 25. Non payment of fees will result in the client NOT being able to use any the work or intellectual property created by CUBE Design and/or its partners, and the collection of those fees will be turned over to an appropriate agency for collection.
 26. CUBE Design is not liable for any loss of earnings by the client. We will endeavour to supply quality work and at all times work under the recommended practises of the graphic design industry.
 27. If for any reason either the client or CUBE Design wish to terminate the contract, we need to give written notice of this and any outstanding costs to CUBE Design must be settled by the client immediately. CUBE Design is not responsible for any losses incurred by the client.
 28. In the event of cancellation, termination or non-payment of fees by the client, all copyright, artwork and intellectual property involved with design or development work remains the property of CUBE Design and/or its partners, and may NOT be used by the client, their suppliers or associates.
 29. Should the client become insolvent, or if a petition of bankruptcy is filed against the client, or a receiver or trustee appointed for any of the clients assets or property, this agreement will terminate immediately and all work, artwork, files and rights will be returned to CUBE Design, and any outstanding costs to CUBE Design will be paid immediately. The work produced, which includes all designs, development work, copyright, artworks and intellectual property may NOT be used by the client, their suppliers or their associates.
 30. In the event of death or disability or an incapacity of the designer making completion of the work impossible, this agreement will terminate.
 31. If either party is unable to perform any of its obligations through fire, other casualty, act or order of public authority, act of god, or other cause beyond their control, either party may terminate this agreement by giving written notice to the other party and settling any outstanding fees and arrangements.





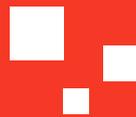
Terms and Conditions continued

32. CUBE Design operates monday to friday, 9.30am to 5.30pm. All work and contact will be handled within these hours. CUBE Design can be contacted via Email or phone during these hours. If a client's project requires work outside of these hours (late hours, weekends and bank holidays), because of client deadlines, the project will be subject to 'rush charges', which will be an additional 50% of the total project cost.
33. All design work - where there is a risk that another party could 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. CUBE Design will not be held responsible for any and all damages resulting from such claims.
34. The client agrees to indemnify and hold harmless CUBE Design from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs. Any claim against CUBE Design shall be limited to the relevant fee(s) paid by the customer.
35. Any indication given by CUBE Design of a design project's duration is to be considered by the client to be an estimation, and should be deemed to be from the date that cleared funds are received by CUBE Design of the initial booking fee.
36. If client delays occur CUBE Design may reassign its resources to other projects. If after the project commences and no contact is made or communication stops from the client for a period of 90 days, CUBE Design will terminate the contract and retain all copyright and Intellectual property.
37. CUBE Design will liaise with one point of contact on the client side. This contact should preferably be the business owner, and should be responsible for ensuring that content, proper access to passwords, control panels, imagery logos etc is supplied when requested, and sign off happens when requested. If there are delays on the client side CUBE Design cannot be held responsible for these delays.
38. The client shall provide the designer with samples of print design that result from the project and they shall be representative of the highest quality of work produced. The designer may use such samples for publication, exhibition, or other promotional purposes. The designer shall have the right to photograph all completed designs or installations and have the rights to use such photographs for publication, exhibition, or other promotional purposes.
39. The client shall inform the designer in writing before project commencement if any material or information provided by the client is confidential or under copyright.
40. The client agrees that these terms and conditions shall be governed by Irish Law and the exclusive jurisdiction of the Irish courts.



'Design is intelligence made visible.'

Alina Wheeler, Author of 'Designing Brand Identity'



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