



Terms and Conditions

YOUR USE OF OUR SERVICES INDICATES YOUR INTENT TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF USE ("THE AGREEMENT"). The Agreement is legally binding between you ("You" or the "Client") and COMMUNIQUE regarding services rendered or to be rendered by COMMUNIQUE.

1. Services

COMMUNIQUE agrees to provide the client services as specified and packaged on its website or any document signed by COMMUNIQUE expressly defining the services to be provided ("Services"). Any feedback and requested changes must be agreed upon in writing by COMMUNIQUE.

2. Acceptance and Commencement of Work

Written approval and/or request by the Client to commence work (via online or otherwise) will be deemed to be an acceptance by the Client of these terms and conditions. The Client acknowledges that COMMUNIQUE will not commence providing services until any deposit specified on the website or any document signed and disseminated to Client has been paid. The Client agrees to provide all required information and documentation required by COMMUNIQUE. The Client indemnifies COMMUNIQUE from any damages costs or expenses resulting from any delays in the provision of the Services due to the failure of the Client or the Client agent to provide the required information and documentation on time.

3. Client Contact

The Client warrants to COMMUNIQUE that the Client Contact has full authority from the Client to sign for and accept all work and deliverables, and is the single point of contact for all inquiries and requests with respect to the provision of the services, and will deliver consolidated feedback representing the interests and intentions of the Client in a form acceptable to COMMUNIQUE.

4. Client's Obligation to Provide Information

The Client or its agent must provide COMMUNIQUE with all required information for the provision of the Services, including all documentation, relevant briefs, artwork, electronic resources, any background information and any information that will impact the Services. The Client indemnifies COMMUNIQUE against any and all claims, demands, proceedings, losses and damages (actual, special, and consequential) of every kind and nature, known and

unknown, including reasonable legal fees in connection with the information provided by the Client.

5. License

The Client grants COMMUNIQUE a fee free, non-exclusive license to use materials supplied by the Client, the Client's trademarks, and graphics and copyrighted material as necessary for COMMUNIQUE to provide requested Service. The Client grants COMMUNIQUE a fee free, non-exclusive license to use materials created through the Term of this Agreement for the ongoing promotion of COMMUNIQUE. The Client warrants that all materials and any instructions supplied to COMMUNIQUE pursuant to this Agreement will not infringe on the intellectual property rights of a third party, or result in any tort, injury, damage, or harm to any third party.

6. Fees and Payment

The Client will pay to COMMUNIQUE the fees and any other payment due under this Agreement as agreed upon by COMMUNIQUE within 15 days of the date COMMUNIQUE issues the Client with an invoice for services. The Client also agrees to pay to COMMUNIQUE the following additional costs:

- a. Travel expenses incurred by COMMUNIQUE to travel to the Client outside of the Atlanta metropolitan area.
- b. Any venue costs incurred by COMMUNIQUE if the Client requires a workshop to be held in a different venue other than that Client's office.
- c. Any third party costs incurred on behalf of the Client including but not limited to engaging third party suppliers.
- d. Any licensing costs incurred on behalf of the Client as part of providing the Services to Client.
- e. Any banking fees or charges if the Client chooses to pay COMMUNIQUE's invoice via credit card or EFTPOS.

7. Overdue Payments

In the event of any failure by Client to make Payments in accordance with this Agreement, such late payments will accrue interest at an Interest Rate of 2% per calendar month from and including the payment due date. The Client will be responsible for all reasonable expenses (including legal fees) incurred by COMMUNIQUE in collecting overdue amounts. In the event that any payment due by the Client in accordance with this Agreement is overdue for more than 30 days by the Client, COMMUNIQUE reserves the right to postpone all Services until the

outstanding payments is made and provide a revised estimate of any time-lines and/or deadlines.

8. Termination

Either party may terminate this Agreement immediately if the other Party commits a material breach or persistently breaches the Agreement provided that, in the case of a breach which is capable of remedy, the defaulting Party has failed to cure within thirty (30) days of being served with written notice of the breach; or immediately by written notice to the other party if there is an Event of Insolvency in relation to the other Party. Either party may also terminate if there is a period of ninety (90) days in which there has been no communication by either party to the other. In the event of termination, Client will pay to COMMUNIQUE within fifteen (15) days of demand any fees outstanding as of the date of termination and any further payments due to COMMUNIQUE as of the date of termination, including but not limited to: fees and expenses incurred but not yet charged for Services; costs or expenses incurred by COMMUNIQUE as part of the Services which are payable to a supplier or other third party; all expenses incurred by COMMUNIQUE in ceasing to provide the services.

9. Intellectual Property

All intellectual property documentation including proposals, strategy, reports, scopes, electronic copies and information in connection with or arising from the Services are the property of COMMUNIQUE until such time as the final invoice has been paid in full. On full payment by the Client, COMMUNIQUE grants to the Client a non-exclusive, non-transferable, royalty free, perpetual license to use the intellectual property documentation for the client's internal business purposes only. The Client must not use the intellectual property documentation for any other purposes without the written consent of COMMUNIQUE. COMMUNIQUE places copyright on all such documentation. All Services provided by COMMUNIQUE must be received by the Client in the strictest of confidence.

10. Non-Solicitation

The Client undertakes that itself and any of its related businesses, successors or assignees will not for a period of twenty-four (24) months from the termination of this Agreement entice away or endeavor to entice away any of COMMUNIQUE's employees. The Client acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of COMMUNIQUE. The Client will pay COMMUNIQUE 20% of annual salary per employee hired by the Client in breach of this covenant, this being agreed by the parties as liquidated damages incurred by COMMUNIQUE for a breach of this clause. This clause will survive the termination of the Agreement.

11. Indemnification

The Client agrees to indemnify and hold COMMUNIQUE and its related entities, affiliates, officers, directors, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, suffered by COMMUNIQUE as a result of any breach of this Agreement by the Client and/or made by any third party due to or arising out of the Client's breach of this Agreement or the Client's breach of any law or the rights of a third party (including but not limited to intellectual property rights), or in respect of or in connection with the Services. This clause will survive termination of this Agreement.

12. Dispute Resolution

If a dispute arises out of or relates to this Agreement, the parties expressly agree to endeavor to settle the dispute by mediation through a mutually agreed upon mediator.

13. Governing Law

This Agreement is governed by the laws of Georgia. The parties agree to the jurisdiction of the courts of Georgia.

14. Assignment

Neither party may assign any of its rights under this Agreement without the prior written consent of the other party.

15. Severability

If a clause is void, illegal or unenforceable, the remainder of the Agreement is enforceable.

16. Entire Agreement

This Agreement supersedes all previous agreements with respect to the subject matter and embodies the entire agreement between the parties.