

DDBS ENTERPRISES, LLC

TERMS AND CONDITIONS, LICENSE AGREEMENT AND POLICIES

“TERMS AND CONDITIONS”

All graphic and print jobs require **100% advanced payment** due immediately upon placing an order. DDBS may utilize its discretion to require 50% down and the balance due upon delivery. **DDBS Enterprises does not guarantee the exact color or cuts on projects.** By sending specifications, images or files to DDBS Enterprises client represents that images or files, including but not limited to any exclusive licenses. Client further represents that the specifications, images or files to DDBS Enterprises do not infringe upon any statutory copyright, common law right, trademark, license or any other proprietary right. In furnishing such specifications, images or files to DDBS Enterprises, the client agrees to hold DDBS Enterprises harmless against any claims whatsoever associated with their use or exploitation. If delivery is impaired by an act of God, electrical failures, etc., DDBS Enterprises will make a reasonable attempt to complete and ship the customer's project, however. Client agrees not to hold DDBS Enterprises liable if delivery is impaired or delayed by any such act of God, electrical failure, or any unforeseeable delay in delivery.

The name and website of DDBS Enterprises will be printed on all flyers, postcards, calendars, booklets, etc. that are designed by our staff. In the event that DDBS Enterprises is not permitted by clients request to tag artwork, a \$25 fee will be assessed and added to the invoice (please see license agreement below). DDBS Enterprises provides proofs sent via e-mail or fax ONLY if we are designing the project. The purpose of the proof is to eliminate errors or dissatisfaction. Clients are required to e-mail or fax project design approvals. By approving the project design, the client indicates satisfaction and assumes responsibility for any charges to make or change a job in the event that an error was contained (DDBS and/or Client—including typographical errors). DDBS will also require additional time to re-make or change your job which may affect the due date. Design fees are non-refundable once an order has been initiated (estimate and agreement have been signed).

“LICENSE AGREEMENT”

All design projects with images belonging to or licensed to DDBS Enterprises will be tagged with **“DDBS Enterprises, LLC Printing & Social Stationery – www.ddbsenderprises.com”**. All projects designed with images belonging to DDBS Enterprises that contains a Celebrity will be tagged with an additional line “The person/product in this image does not endorse these products; their image is used for illustrative purposes only”.

“RESTRICTIONS”

The client cannot create a service mark or trademark using the images belonging to DDBS Enterprises or its licensors.

PAYMENT TERMS

DDBS accepts electronic credit card payments via online ordering or customer authorization. **All orders are due and payable upon receipt** will not be processed until payment has been received. Client billing *may* be available to repeat and local clients. **In the event that a client is invoiced, payment is expected upon delivery.** Payments not received within 5 business days from receipt will incur an ongoing 5% late fee for every 5 days thereafter. Credit cards, cash and checks are accepted. Checks are accepted made payable to DDBS Enterprises, LLC. There is a \$45.00 returned check fee per check.

SHIPPING POLICY

DDBS Enterprises will make every necessary attempt to complete and ship the customer's job on schedule. If delivery is impaired by an act of God, electrical failures, transportation delay, or any other delay outside of DDBS Enterprises' control, we will assist client in locating the delivery. DDBS Enterprises is not responsible for any boxes lost or damaged by a shipping company. The customer agrees not to hold DDBS Enterprises liable under any of the above conditions. No refunds permitted.

CLIENT ORDERS

All local orders will be held for a period of 1 week maximum. If orders are not retrieved during this time, we hold no responsibility for lost, damaged or trashed products. To avoid any of these incidents, clients are encouraged to retrieve products within a reasonable time as DDBS Enterprises **does** provide free local delivery.

Once an order is placed, the client will be held in agreement to this license agreement, terms and conditions, and policies with DDBS Enterprises.