

Y O U B R A N D .

TERMS AND CONDITIONS 条款与条件

The following terms have been tailored to protect both the client and designer during a working relationship.

RIGHTS AND OWNERSHIP

Rights: All services provided by the designer shall be for the exclusive use of the client. Upon payment of all fees, the following reproduction rights for all approved final designs created by the designer for this project shall be granted:

** Client to gain full transferable rights to brand identity.*

** Client to gain full license to reproduce works through commercial printing.*

Ownership: The client shall be entitled to full ownership of all final artwork created during the project upon full payment of the agreed fee.

Third party contracts: The designer may contract with other creative professionals to provide services such as web development, photography, and illustration. Any third party terms and conditions will include full reproduction rights for the client. Where such contracting adds to the project cost, the client will first be asked for permission to proceed. No project will commence on the assumption that third parties might be required for project completion. Such details will be finalized prior to project commencement, unless requested by the client at a later date.

PAYMENT SCHEDULE

The client will make a non-refundable 50 percent down-payment prior to work commencing. The project can be scheduled once the down-payment is received by the designer. The remaining 50 percent is payable to the designer upon completion of the project, and before original artwork is supplied to the client.

MISCELLANEOUS

Samples: The client shall provide the designer with samples of print design that result from the project deliverables. Such samples shall be representative of the highest quality of work produced. The designer may use such copies and samples for publication, exhibition, or other promotional purposes.

The designer shall have the right to photograph all completed designs or installations and shall have the right to use such photographs for publication, exhibition, or other promotional purposes.

YOUBRAND.

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Confidentiality: The client shall inform the designer in writing before the project commences if any portion of any material or information provided by the client or if any portion of the project is confidential.

Indemnity: The client agrees to indemnify and hold harmless the designer from any claims, demands, losses, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by arising out of the work supplied by the designer.

权利与所有权

以下条款的制定，是为保护客户和设计师彼此双方的在工作关系中的权益。

权利: 设计师提供的所有服务均为客户专有使用，在支付完所有费用后，客户被授予设计师为此项目创作的所有最终设计的以下复制权：

- * 客户获得对品牌身份的充分可转让权利。
- * 客户获得通过商业印刷复制作品的全面许可。

所有权: 客户在全额支付完约定的费用后，客户有权拥有全部最终作品创作的所有权。

第三方合同: 设计师可能与其他创意专业人员签订合同提供服务，如网络开发，摄影和插图。任何第三方条款和条件将包括为客户提供的全面复制权。如这样的合同增加了项目成本，客将首先被请求许可。项目不会开始在对第三方可能需要项目完成时间的假设上。这些细节将在项目开始之前最后确定，除非来自客户要延期。

付款计划

在工作开始之前，客户将支付一个不退还的 50% 的首付款。一旦设计师收到首付款，项目即进入工作时间表。其余的 50% 的尾款在设计师完成全部项目完后拍支付，设计师再向客户提供原始设计图稿。

其它

样品: 客户应给设计师提供来自项目交付成果的设计打印样品，此类样品应能代表设计创作的最高品质。设计师可以使用这些副本和样品进行出版、展览或其他广告宣传的目的。

设计师有权去拍摄所有已完成的设计或设施，并有权将此类照片用于出版、展览或广告宣传的目的。

保密: 客户应在项目开始前以书面形式通知设计师，如果所提供的任何资料的任何部分或信息或该项目的任何部分是机密的需要进行保密的。

赔偿: 客户同意赔偿并承担无害于设计师的任何索赔、询问、损失、损害、诉讼、判决，包括律师费和成本，但范围仅限于设计师工作提供之外且非设计师原因引起的。