

## **Terms & Conditions for Zeta and its subsidiary companies; 99moves & Tandem Marketing**

### **OWNERSHIP OF COPYRIGHT / COPYRIGHT LICENCE**

1. The copyright in artwork, ideas and coding commissioned by the Client shall be retained by Zeta and its associate companies unless otherwise agreed.
2. The Client or the Client's customer (where the Client is acting as an Intermediary) is granted a licence to reproduce and use artwork, ideas and coding solely for the purposes set out in the contract. Notwithstanding, Zeta maintains all worldwide copyright over designs, images, slogans, strap lines, back - end and front end coding. All these categories will be referred to as Zeta Copyright Material, ZCM.
3. During the currency of the licence Zeta shall notify the Client of any proposed exploitation of the ZCM for purposes other than self-promotion and the Client shall have the right to make reasonable objections if such exploitation is likely to be detrimental to the business of the Client or the Client's customer.
4. Where use of the artwork is restricted, Zeta will grant the Client or the Client's customer a licence for use for other purposes subject to payment of a further negotiated fee in line with current licensing rates to be mutually agreed between Zeta and the Client.
5. The licence to use the ZCM is contingent upon Zeta having received payment in full of all monies due and can be applied across the whole account and take into account monies not yet invoiced. No reproduction or publication rights are granted unless and until all sums due have been paid.

### **PAYMENT**

6. The Client shall pay all invoices within 30 days of their receipt. Interest at a rate of 2% per month is payable on any balance unpaid after 30 days of the date of invoice.

### **CANCELLATION**

7. If a commission is cancelled by the Client, the Client shall pay a cancellation fee as follows:
  - (i) 25% of the agreed fee if the commission is cancelled before delivery of layouts;
  - (ii) 33% of the agreed fee if the commission is cancelled at the layout stage;
  - (iii) 100% of the agreed fee if the commission is cancelled on the delivery of artwork;
  - (iv) pro rata if the commission is cancelled at an intermediate stage.
8. In the event of cancellation, ownership of all rights granted under this Agreement shall revert to Zeta unless the ZCM is based on the Client's visual or otherwise agreed.

## **DELIVERY**

9. Zeta shall make best endeavours to deliver the ZCM to the Client by the agreed date and shall notify the Client of any anticipated delay at the first opportunity.

10. THE DESIGNER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM LATE DELIVERY OF THE ARTWORK.

11. The Client shall make an immediate objection upon delivery if the ZCM is not in accordance with the brief. Designs, art work, slogans, strap lines will be signed off at the various stages of the Project Lifecycle. Sign off requests and procedures will be adhered to. Design changes after a sign off will result in additional costs

## **APPROVAL/REJECTION**

12. Should the artwork and designs ultimately fail to satisfy, the Client may reject the ZCM upon payment of a rejection fee as follows:

- (i) 25% of the agreed fee if the artwork is rejected at the layout stage;
- (ii) 50% of the agreed fee if the artwork is rejected on delivery.

13. In the event of rejection, ownership of all rights shall revert to Zeta unless the artwork is based on the Client's visual or otherwise agreed.

## **CHANGES**

14. If the Client changes the brief and requires subsequent changes, additions or variations, Zeta may require additional fees to accommodate any changes. Zeta may refuse to carry out changes, additions or variations which substantially change the nature of the commission, without penalty.

## **WARRANTIES**

15. Except where Zeta's work is based on reference material or visuals supplied by the Client or where otherwise agreed Zeta warrants that the artwork is original and does not infringe any existing copyright and further warrants that Zeta has not used the work elsewhere.

16. The Client warrants that any necessary permission has been obtained for the agreed use of reference material or visuals supplied by the Client or its customer and shall indemnify Zeta against any and all claims and expenses including reasonable legal fees arising from the Zeta's use of any materials provided by the Client and or its customer.

## **OWNERSHIP OF ZETA COPYRIGHT MATERIAL (ZCM)**

17. Zeta shall retain ownership of all ZCM (including roughs and other materials) delivered to the Client.

18. Zeta's original artwork shall not be intentionally destroyed, damaged, altered, retouched, modified or changed in any way whatsoever without the written consent of Zeta.

19. The Client shall return all ZCM to Zeta not later than 3 months after delivery in undamaged, unaltered and not in a retouched condition although the Client may make and retain transparencies to enable it to exploit the rights granted with the artwork.

20. If ZCM is lost or damaged at any time whilst in the Client's custody (which shall mean any time between delivery of artwork to the Client and its safe return to the Designer) the Client shall pay compensation to Zeta for the loss/damage of the ZCM at a rate to be agreed or, in default of agreement to be decided by arbitration..

21. THE CLIENT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM LOSS OR DAMAGE TO ZCM.

22. Any unauthorised use of ZCM under whatever contingency will be unlawful and Zeta will be entitled to compensation. The level of compensation will reflect the scale of the business model that ZCM was used for.

#### **CREDITS/MORAL RIGHTS**

23. The Client shall ensure Zeta, 99moves or Tandem Marketing is credited in any editorial use of ZCM.

#### **PROBITY ISSUES THAT ZETA OR ITS PARTNER COMPANIES CONSIDER RELEVANT TO THE CONTRACT AND THE GOOD NAME OF ZETA AND ITS PARTNER COMPANIES**

24. In the event that Zeta, 99moves and/or Tandem Marketing discover adverse reports that could in their estimation impact on the good name of Zeta, 99moves and Tandem Marketing by association with a particular client then Zeta 99moves & Tandem reserve the right to cancel any contracts at that point in time without recourse. The contract or contracts will be deemed to have ceased at that point with no compensation due. Probity of actions present and past in the governance of clients and suppliers alike is of paramount importance to the Zeta business ethic.

#### **GOVERNING LAW**

25. These terms and conditions are governed by the law of England and Wales and may not be varied except by agreement in writing. The parties hereto submit to the non-exclusive jurisdiction of the English Courts.

**Zeta-commerce Ltd and its subsidiaries**  
**TERMS & CONDITIONS**