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Ownership/Copyrights

Ownership (copyright and title) of the final artwork become the property of the Client, having unlimited, indefinite, and royalty-free use of the Work upon payment of all fees. point>design solutions retains rights to display the artwork in portfolio and advertising materials. All concepts, or other preliminary materials, which are not selected by the Client or are not included into the final delivery, remain the full property of point>design solutions. Clients can purchase additional Work provided within the samples created to fulfill the Client’s order for an additional, negotiable fee.

Trademarks and Service Marks

point>design solutions expects the Client to perform researching on their company name to be sure the name is not already in use and securing a trademark or service mark to protect the Client’s legal rights to any name or image. point>design solutions is not and will not be held responsible for any legal action that may result from improper due diligence on the availability of a company name or image.

Proofing

point>design solutions shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the Client. It is agreed that it is the Client’s responsibility to ensure that there are no spelling or grammatical errors contained in the final product. It is agreed that point>design solutions is not responsible or able to be held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public. It is the sole responsibility of the client to notify point>design solutions of any such errors during the revision cycle and before the final files have been generated. If a further revision is required an additional revision charge will be incurred at our hourly rate, as quoted.

Cancellation Policy

If the Client decides to cancel the project before the project has been completed, point>design solutions will invoice the value of the number of hours worked on the project at the rate of \$150+GST per hour, as well as any other associated costs incurred.

Production Schedule / Delivery of Project

The Client will assume any shipping or insurance costs related to the Work. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the Client. point>design solutions shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of the Client, unusual transportation delays, unforeseen illness, or external forces beyond the control of point>design solutions. If such event(s) occur, it shall entitle point>design solutions to extend the completion/delivery date, by the time equivalent to the period of such delay.

We endeavor to be as thorough as possible and work with our clients to produce the best result for them. Challenges do occur and it is our intention to work through these in a professional manner, working with our clients to find the best solution.