



## Terms & Conditions

### Terminology

The term "Client" used herein refers to any legal entity / individual (or his/her representative(s)) entering into the agreement.

OPENADVISER.COM is referred to as the "Contractor".

"Project" refers to the complete service for which Contractor has been engaged by the Client. A full description can be found under "project description" higher in this document.

### Production schedule

Estimated time to complete the Project is determined based on the amount of time Contractor deems necessary for production after all raw materials and/or reference materials are received from the Client.

Contractor will perform services in stages which will include the opportunity for the Client's feedback and/or revisions. The client has two workdays to give feedback or ask for revisions. If the Client makes no revisions within this time span, Contractor will consider all services rendered in connection with the Project to have been approved by the Client.

If on the other hand the number of revisions or the workload resulting from the revisions requested by the Client prove to be too numerous or too large to be performed within the initially agreed upon production schedule, Contractor will submit a proposal revision memo as described under 3. *Revisions and alterations.*

### Revisions and alterations

New work requested by the Client and performed by Contractor after a project estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially lengthens the estimated production time or alters the specifications described in the original project description, Contractor will submit a proposal revision memo to the Client, and a revised additional fee must be agreed upon by both parties before further work proceeds.

The additional fee will be settled according to the rates that Contractor handles in the project estimate and estimated budget.

If however, due to the very tight deadline, both parties cannot come to an agreement concerning the additional fee within a time-span of three workdays, there are two possible scenarios:

1. The revisions are canceled and Contractor continues with the project by following as closely as possible to the original schedule, as commitments to other Contractor clients permits.
2. The project is canceled with implications described under 4. *Cancellation.*

In any case, the Client assumes the responsibility for any and all proofreading.

### Cancellation

If the Client cancels the Project, the Client will pay Contractor for any time already invested and materials purchased up until the time of the Client's notification to cease all work.

Full payment shall be paid by the Client, when the Project is completed, regardless of whether the Client uses the material.

Furthermore in case of such cancellation Contractor will not be liable to the Client in respect of any claim, expenses, costs or damages consequent upon such cancellation.

### Payment - Estimates - Expenses

Cost estimates in this agreement are Contractor's best estimate, given the information provided by the Client at the time it was prepared. If additional information is forthcoming, the Project specifications change, or the schedule changes, cost and expense estimates may also change. Out-of-pocket expenses (courier service, transport costs, ...) are in addition to the estimated budget.

### Rights of ownership – copyright

Regardless of any assignment of rights or licenses, Contractor reserves the right to be credited as the creator of any work produced by Contractor. Contractor further retains the right to keep copies of the work as part of an archive of works and to use these for the purposes of promoting Contractor's business.

Upon receipt of final payment(s), all items prepared and produced by Contractor for the Client under this agreement shall be the property of the Client.

All materials used by Contractor to prepare the Project, including original artwork, images, film or audio clips, or presentation graphics and source-files, in any type of medium, remain the property of Contractor.

Contractor reserves the right to photograph and/or distribute or publish for Contractor's promotional and marketing needs any work Contractor creates for the Client, including mock-ups, as samples for Contractor's portfolio, newsletter, brochures, presentations and similar media. Contractor agrees not to divulge any information on this project to third parties or use this project for Contractor's promotional and marketing needs without prior written consent of the Client, unless the Project becomes part of the public domain.

Contractor agrees to store computer disks for a period of 2 months beyond the delivery of a job. In case of loss of material Contractor will not be liable to the Client or any third party in respect of any claim, expenses, costs or damages consequent upon such event.

### Liability

To Contractor's best knowledge and belief the items produced and prepared by Contractor for the Client under this agreement do not infringe on anyone else's rights (including rights of defamation, invasion of privacy, right of publicity, trademark and copyright).

### Digital file corruption

At times, digital files become corrupted and unusable. If this occurs, liability is with the maker of the digital medium, not Contractor's. Contractor will not be held responsible nor pay for the recreation of any corrupted material.

Whilst every effort will be made to ensure that any material issued from Contractor to the Client is free from any electronic virus activity, no liability whatsoever will be accepted by Contractor for the consequences arising from electronically infected files.

### Force majeure

Should the completion of the Project be rendered impossible by causes beyond Contractor's control including, but not limited to, force majeure and mechanical or technical breakdown, Contractor will not be liable to the Client or any third party in respect of any claim, expenses, costs or damages consequent upon such event. However, Contractor will charge the Client for work undertaken and delivered prior to cessation.

### Law and jurisdiction

This Agreement will be governed by and subject to Belgian Law and will come under the exclusive jurisdiction of the Belgian Courts.

### Exceptions

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that specific provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Any exceptions to the above must be made in writing and signed by Contractor and the Client. Any alterations to this document will be considered void unless signed by Contractor and the Client.

By signing below, all parties indicate that they have read and understand the terms and conditions of this agreement, and that they agree to every term and condition listed herein. All parties have received a copy of this agreement.