



Standard Terms and Conditions:

1. Definitions

1.1 In these Terms and Conditions the following terms shall have the following meanings:-

"Conditions" means the conditions of sale set out in this document and any special or additional conditions agreed in writing by UnaStar Media.

"UnaStar Media, also referred to as "the Supplier" in these terms and conditions.

"The Artist": An official or employee of UnaStar Media, or contractor to UnaStar Media, also referred to as "the Licensor" in these terms and conditions.

"The Client", also referred to as "you" or "The Customer" in these terms and conditions, means a person or legal entity accepting UnaStar Media's written or oral quotation or estimate for the supply of Goods or Services or whose order for Goods or Services is accepted by UnaStar Media or to who an acceptance or invoice has been issued.

"Site" means the Client's premises at which the Goods or Services are to be provided or delivered as indicated in UnaStar Media's quotation or order confirmation.

"Consumer" means an individual who is not acting for the purposes of his or her business or profession.

"Force Majeure" means any cause affecting the performance by UnaStar Media of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.

1.2 Unless the context requires otherwise, the singular shall include the plural and vice versa.

1.3 "including" and "in particular" shall be construed as not limiting any general words or expressions with which either of those expressions is used.

1.4 Reference to one gender only shall include the other gender, words denoting corporations shall include individuals and vice versa, and references to "person" shall include a firm or corporate body.

2. General

2.1 UnaStar Media shall provide various services including but not limited to graphic design services to the Client from.

2.2 UnaStar Media undertakes to provide its Services at all times in a professional manner.

2.3 When UnaStar Media provides services to the Client it will do so in accordance with the detailed Provisions of these Terms and Conditions as an Agreement and a Contract for Services.

2.3.1 Any breach of any of these terms and conditions will render the contract void.

2.4 Nothing in these terms and conditions shall be construed as creating an obligation for UnaStar Media or client to accept or offer future contracts.

2.5 Statutory rights are not affected by these Terms and Conditions.

2.6 All orders are accepted and Services supplied subject to these express Terms and Conditions of UnaStar Media, and all other conditions, warranties and representations of any other person express or implied or otherwise are hereby excluded, including any which the Client may purport to apply under any purchase order, confirmation of order or any such similar document.

2.7 No variation or addition to these Conditions shall be binding upon UnaStar Media unless agreed in writing between a director of UnaStar Media and a duly authorized representative of the Client.

2.8 These terms and conditions supersede all other agreements and representations made by either party, whether oral or written.

2.9 The headings contained herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any provisions hereof.

2.10 The contract may be negotiated or replaced with a new contract or contracts only by agreement in writing between UnaStar Media and the Client.

2.11 UnaStar Media may decide to enter into or not to enter into a new contract or contracts entirely at its own discretion.

2.12 The manner in which UnaStar Media is to provide its services is to be determined by UnaStar Media alone always provided that UnaStar Media fulfils its contractual obligations under these terms and conditions.

3. Errors and Omissions

3.1 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, website or other document or information issued by UnaStar Media shall be subject to correction without any liability on the part of UnaStar Media and without any prior notification, provided the correction does not materially affect the contract.

3.2 If such a change does materially affect the contract, both parties may opt to withdraw from the contract and the contract shall be treated as not having been

entered into. UnaStar Media's liability in that event shall be limited to the return of any money the Client has paid in respect of the order.

4. Agency

4.1 UnaStar Media shall act as Agent to assign licensing of the copyrighted work of any Artist whose work is offered as part of its portfolio of services.

4.2 UnaStar Media warrants that it has the right to enter into this Agreement and to license the rights granted to the Licensee hereunder.

5. Ownership of Copyright/Copyright License

5.1 Full copyright in artwork commissioned by the Client shall be retained by the Artist.

5.2 The Client will be granted a license to reproduce the artwork in printed and/or electronic form, in any territory, for an indefinite period, unless otherwise agreed in writing, subject to full payment of the agreed fee.

5.3 The license to use the artwork shall not be granted until UnaStar Media has received payment in full of all payments due.

5.4 UnaStar Media and its Artist reserve the right to use the artwork on websites or in personal or Company material for self-promotion, for example as an example of a portfolio of work.

5.5 UnaStar Media and its Artist will not re-sell or license the artwork to any third party unless otherwise agreed in writing with the Client.

5.6 The license hereby granted is personal to the Client and all rights therein may not be assigned or sub-licensed to any third parties without the consent of UnaStar Media.

5.7 Nothing contained in the granting of a license to the Client gives the Client any rights in the copyrighted material of UnaStar Media and/or its licensors in the Licensed Material. The Licensed Material is owned by UnaStar Media and/or its licensors, and is protected by International Copyright Law.

6. Ordering and Acceptance

6.1 After receiving an initial inquiry for work from the Client, UnaStar Media will enter into such discussions with the Client as are necessary to fully define the work required, which may include at UnaStar Media's discretion free samples of graphic designs. If a satisfactory agreement then results concerning the work required and UnaStar Media is able to provide the work required in the required timescale, UnaStar Media will provide the Client with a written quotation and proposal.

6.2 All specifications, illustrations or other details shown on UnaStar Media's website, or any price list or advertising material or otherwise communicated to the Client including information for guidance on pricing, file formats etc., are intended merely to present a general idea of the service and nothing contained

in any of them shall form part of the contract between UnaStar Media and the Client.

6.3 Charges for design services provided by UnaStar Media will be set out in the written quotation that is provided to the Client.

6.4 UnaStar Media shall be entitled to rely upon the accuracy and completeness of information provided by the Client and if the supply of work or services is suspended by UnaStar Media in consequence of an error or omission in such information or is suspended at the Client's request the price(s) quoted shall be increased to cover any extra expense thereby incurred by UnaStar Media.

6.5 Reasonable expenses e.g. the cost of special delivery of artwork on any media may be charged to the client in addition to the charges specified on the quotation. The Client shall notify UnaStar Media of any special delivery requirements, meetings, materials purchases or other expenses likely to be incurred before acceptance of UnaStar Media's quotation.

6.6 To indicate acceptance of UnaStar Media's quotation, the Client shall return a signed and dated copy of the written quotation and/or proposal to UnaStar Media, or shall send an official order in reply to the quotation which shall bind the Client to accept UnaStar Media's terms and conditions.

6.7 At the time of the Client's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. We will provide an invoice to cover the deposit by mail or email when the deposit check or other means of payment has cleared.

6.8 No work on a project will commence until a valid acceptance document has been received by UnaStar Media and UnaStar Media has received the deposit amount.

6.9 Additional services requested after acceptance shall be treated as a separate job subject to these Terms & Conditions.

7. Rough Drafts and Samples

7.1 UnaStar Media will, at its discretion, provide to the Client or to any person inquiring about the services of UnaStar Media, free samples of graphic designs in order to clarify Client requirements, demonstrate capabilities, illustrate alternative options, or for any other suitable purpose. Such samples may be of restricted quality, size and completeness compared with drafts of contracted work.

7.2 The Client will be provided with rough drafts from time to time during the progress of the work. A number of re-drafts are included at no extra cost. Additional re-drafts then incur an additional cost.

7.3 The Client shall review and report back their assessment of the rough drafts to UnaStar Media together with clear and concise descriptions of any modifications required in a timely manner.

7.4 The Client will be provided with an Approval Form and Invoice when the final draft of the artwork is ready. At this time the remainder of the amount due will

become payable and the Client will also be required to sign and return the Approval Form

8. Payment

8.1 The Client shall pay all invoices within 30 days of their receipt. If any balance remains unpaid after 30 days of the date of invoice, UnaStar Media reserves the right to charge interest at a rate of 2% per month on any balance unpaid.

8.2 Returned check will incur an additional fee of \$25 per returned check.

8.3 An account shall be considered in default if it remains unpaid for 30 days from the date of invoice, or in the event of a returned check.

8.4 UnaStar Media's credit terms require full payment to be made by Clients within 30 days from date of invoice.

8.5 All invoices shall be paid in full, free from any deduction for any set-off, counterclaim or otherwise howsoever.

8.6 If the Client disputes any invoice (or any item on an invoice) the Client shall inform UnaStar Media, in writing, within fourteen days of the invoice date.

8.7 We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if the Client fails to pay any amount due within the agreed time, and in such circumstances UnaStar Media may charge Interest and Debt Recovery Costs at the prescribed rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

8.8 As soon as payment becomes due, UnaStar Media shall at its discretion be entitled to instruct solicitors, debt collectors and/or other third parties to recover the sums due. In these circumstances, the Client shall on demand and on a full indemnity basis, pay to us all costs and disbursements (including, but not limited to, court costs, solicitors' fees and disbursements and all other out of pocket) incurred by UnaStar Media in employing a solicitor, debt collector or other third party to enforce or collect payment of any overdue account.

9. Rejection / Cancellation

9.1 If the Client wishes to reject the commission because he/she considers the artwork unsatisfactory in that the quality of artwork falls short of the quality reviewed in samples, the following rejection fees shall apply (in line with normal industry standards):

1. 25% of the agreed fee if the artwork is rejected at the rough stage.
2. 50% of the agreed fee if the artwork is rejected on the delivery of final artwork.

9.2 The Client shall make an immediate objection upon delivery of final artwork if the artwork is deemed unsatisfactory. If such an objection is not received by

UnaStar Media within 21 days of delivery of artwork, then UnaStar Media is entitled to presume that the artwork is deemed acceptable.

9.3 In the event of rejection, ownership of all rights granted under this Agreement in respect of artwork originated by UnaStar Media shall revert to UnaStar Media.

9.4 If the Client wishes to cancel the commission through no fault of UnaStar Media, the following cancellation fees shall apply (in line with normal industry standards):

1. 25% of the agreed fee if the commission is cancelled before delivery of roughs.
2. 33% of the agreed fee if the commission is cancelled at rough stage.
3. 50% of the agreed fee if the commission is cancelled before the delivery of final artwork.
4. 100% of the agreed fee if the commission is cancelled on the delivery of final artwork.

9.5 In the event of cancellation, ownership of all rights granted under this Agreement in respect of artwork originated by UnaStar Media shall revert to UnaStar Media.

10. Delivery

10.1 UnaStar Media shall make all reasonable efforts to deliver the artwork to the Client by the agreed date and shall notify the Client of any anticipated delay at the first opportunity.

10.2 Delivery dates can only be assured if any reference information required from the client is supplied and drafts are approved without delay.

10.3 If we are unable to provide you with your Goods within a reasonable time, we shall either agree a new timescale with you for the delivery of the Goods or either of us may decide to terminate the contract in which case we will return any prepayments that you have made in full.

10.4 The Client may cancel the commission without payment in the event of UnaStar Media failing to meet the agreed date, unless the delay is the fault of the Client.

10.5 UnaStar Media shall not be liable for any consequential loss or damages arising from UnaStar Media failing to meet the agreed date.

11. Changes

11.1 If the Client changes the brief and requires subsequent changes, additions or variations, UnaStar Media may require additional consideration for such work.

11.2 UnaStar Media may refuse to carry out changes, additions or variations which substantially change the nature of the commission.

12. Warranties

12.1 Except where artwork is based on reference material or visuals supplied by the Client or where otherwise agreed, the Artist warrants that the artwork is original and does not infringe any existing copyright.

12.2 If any reference information from the client, including but not limited to reference images and photographs, is used, the Client warrants that any necessary permissions and copyright clearances have been obtained for the reference information and shall indemnify the Artist against any and all claims and expenses including reasonable legal fees arising from the Artist's use of any materials provided by the Client or its customer.

13. Ownership of Artwork

13.1 The Artist shall retain ownership of all original artwork (including roughs and other materials) delivered to the Client.

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

13.3 The Client shall return all original artwork, other than digital media, to the Artist not later than 6 months after delivery in undamaged, unaltered and unretouched condition.

14. Substitution

14.1 UnaStar Media recognizes that it is in the nature of graphic design work that a particular job should be the work of the same Artist from start to finish, in order to maintain a consistent style, and should be representative of any sample artwork selected by the Client. In so far as possible therefore, UnaStar Media shall endeavor to retain the services of the same Artist for a particular job. Nevertheless, the Client recognises that circumstances may from time to time prevent this ideal arrangement to be achieved.

14.2 In the event of UnaStar Media not being able to supply the services of the intended Artist during the job, UnaStar Media shall, at its absolute discretion, have an unfettered and unlimited right to use any substitute or alternative Artist, consultant, employee or representative to perform the Services for the Client, provided that UnaStar Media fulfils its contractual obligations under these terms and conditions.

14.3 UnaStar Media shall, at its absolute discretion, have an unfettered and unlimited right to assign or subcontract the whole or any part of the contract to any third party.

14.4 No agreement for the exercise of the right of substitution, assignment, and/or subcontracting shall be required from the Client in any circumstances and no notice shall be given to the Client of any such substitution, assignment, and/or subcontracting.

14.5 Any substitute or alternative Artist, consultant, employee or representative shall be the responsibility of and answerable only to UnaStar Media.

14.6 Death or permanent disability of any member of staff of UnaStar Media shall not terminate the contract.

15. Consumer Protection

15.1 Nothing in these Conditions shall affect the statutory rights of any consumer. Cancellation of orders by Consumers will be accepted in accordance with the Consumer Protection (Distance Selling) Regulations 2000.

16. Data Security

16.1 We will ensure that measures are in place to ensure that computer equipment, software, and email messages under our control remain virus-free and free of other nuisances (such as spyware).

17. Confidentiality

17.1 We will ensure that any copyright and other intellectual property rights belonging to the Client are safeguarded and all confidential information disclosed to us by the Client will be kept confidential.

17.2 All client information will be kept in conformance with the provisions of the Data Protection Act 1998.

18. Force Majeure

18.1 UnaStar Media shall not be liable to the Client or be deemed to be in breach of the contract by reason of any delay or failure of UnaStar Media to perform its obligations, if the delay or failure was due to any acts, events, omissions, happenings or non-happenings, or any other cause beyond UnaStar Media's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond UnaStar Media's reasonable control:

1. Act of God, explosion, flood, tempest, fire or accident.
2. War, threat of war, sabotage, insurrection, civil disturbance or requisition.
3. Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
4. Import or export regulations or embargoes.
5. Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of UnaStar Media or of a third party).
6. Any disaster affecting a third party.
7. Difficulty in obtaining materials, labour or machinery.
8. Power failure or breakdown in machinery.

19. Limitation of liability

19.1 UnaStar Media's liability to the Client shall be limited to exclude altogether liability, howsoever arising, for loss of profits, loss of business or of anticipated savings, loss of goodwill, loss of reputation, costs or expenses payable by you to your customers or subcontractors or other third parties, tort or patent or copyright infringement, and for any other type of special, indirect, incidental or consequential loss or damage.

19.2 UnaStar Media's liability to the Client in respect of direct loss shall be limited for any one claim or for the total of all claims arising from any one act or default (whether arising from our negligence or otherwise) to the total amount paid by the Client to UnaStar Media in connection with this Agreement.

19.3 In no event shall UnaStar Media be liable for any damages other than the amount referred to above, and all other damages, direct or indirect, special, incidental, consequential or punitive, are hereby excluded even if UnaStar Media has been advised of the possibility of such damages.

19.4 UnaStar Media shall be entitled to rely upon the accuracy and completeness of information provided by the Client and accepts no liability for any adverse consequences or dissatisfaction on the part of the Client in respect of any defect or inadequacy in the Goods or Services attributable to any error or omission in such information.

19.5 UnaStar Media shall not be liable to the Client for any loss arising out of your failure to keep full and up-to-date security copies of your computer data.

19.6 Nothing in this clause is deemed to exclude or restrict our liability to you for death or personal injury resulting from our negligence.

20. Governing Law

20.1 These Terms and Conditions shall be governed by the laws of Federal United States Government, and may not be varied except by agreement in writing.

20.2 We will try and solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreements and you wish to take court proceedings, you must do so in the Los Angeles Superior Court.