

## **Terms and Conditions**

We prefer to not use lots of confusing legal terms and conditions but still feel it necessary to provide the below contents for the few who may need it.

Please read all Terms and Conditions carefully before using this Site. By using this Site you are giving consent to all of these Terms and Conditions. If you do not agree to the Terms and Conditions, please stop using the Site now.

This Site is owned and operated by Brumby Design/Megan McAuliffe. Brumby Design maintains this Site for your personal use. You may download material displayed on the Site for non-commercial; home personal use only, provided you keep intact all copyright, trademark and other proprietary notices that may be listed. You may not, however, copy, reproduce, republish, upload, post, transmit or distribute in any way the contents of this Site including the text, images, animation, audio and video for public or commercial purposes, without written permission from Brumby Design.

## **Site Terms and Conditions**

1. You should assume that everything you see or read on this Site is protected by copyright unless otherwise stated and may only be used according to these Terms and Conditions. Some images, video, audio and copy on this Site are either the property of, or used with permission by, Brumby Design, materials displayed on this Site by third parties are considered their property, please do not use them without the third parties permission. The use of any of the images, video, audio and copy on this site is to be considered unauthorized and may violate copyright and trademark laws, unless written permission is granted by the proper party, either Brumby Design or the represented third party.
2. Brumby Design attempts at all times to include accurate and up-to-date information on the Site. However, Brumby Design makes no warranties or representations as to the accuracy of the information. Brumby Design assumes no liability or responsibility for any errors or omissions in the contents of this Site.
3. Your use of and browsing in this Site is at your risk. Neither Brumby Design nor any other party involved in creating, producing or delivering the Site or any other sites represented through this Site is liable for any problems, accidents, damages, or misrepresentations arising out of your access to, or use of, the Site. Nothing on this Site is represented with a warranty of any kind. Brumby Design is not responsible and shall not be liable for any damages to, or viruses that may infect your computer equipment or other property due to your access and use of our Site including anything you may download from our Site including copy, images, audio/video and documents.
4. Any electronic communication between you and Brumby Design as well as its Site is open for use including marketing and is not considered private in any way.
5. The trademarks, and logos, as well as copyright displayed on the Site, are trademarks and copyright of Brumby Design or its affiliates. Do not use any of these without written permission from their respective owner.
6. Brumby Design is not responsible for the contents of any off-site pages or any other sites linked to the Site. Your linking to any other sites is at your own risk. Do not assume these sites are representative of Brumby Design in any way. These sites are provided strictly for your convenience only. You will be accessing and viewing these sites at your own risk.
7. Brumby Design may at any time revise these Terms and Conditions. You are responsible for checking these Terms and Conditions periodically for updates which you will be considered bound to.

© 2009 Brumby Design

TM and ® indicate trademarks of Brumby Design

## Product Terms and Conditions

1. Any discounts quoted on our website can be revoked at any time without required notice.
2. Once you agree to a general product layout and design, provide all information and a 50% deposit we will consider you committed on the product and if you decide to cancel at any time after this your deposit will not be refunded under any circumstances.
3. Once a product is completed and customer gives final approval for publication of the product the remaining fee balance must be received by Brumby Design before actual distribution of the product takes place, ie- printed, published, launched, etc
4. Any maintenance to a product after final payment is received by Brumby Design will be charged at a separate rate which can be found on our 'Price List'.
5. Brumby Design has the right to discontinue service to any customer at any time without question.
6. With regards to cancellations and refunds, final decisions regarding condition and reimbursement are at the discretion of Brumby Design.
7. Content provided by you for your product, including but not limited to text and photos, as well as Content created for you by Brumby Design for your product is considered yours and final approval of such is not to be considered representative of the views of Brumby Design in any way by your customers. Brumby Design is not to be held liable for any product that you give a final approval of. Emails, faxes, telephone and written can all be considered your final approval.
8. If you make changes to your product design after paying the 50% deposit and approving layout, copy and photo, video, additional charges will be added to your final payment for extra time required to make these changes. Charges will be applied at the specified hourly quoted rate.

## Brumby Design Partner Program Terms and Conditions

1. Each account set up within our Partner program is designated to the sole account holder and no transfers will be made to names other than the single listed account holder.
2. Brumby Design is not to be held accountable for any payment mishaps due to your mismanagement with PayPal and your PayPal account.
3. Commission payments are made only once your referral has signed up with Brumby Design and placed their 50% deposit into our accounts. Your referrals must notify us before making the 50% deposit of your name to be sure you are paid your commission.
4. Commission payments can only be made to a PayPal account that you provide us with when signing up to join our Partner Program. If you would like to change your PayPal account to a different email address please notify us in writing.
5. Commission payments can change at any given time and do not require any consent from you, our Partner Program member. Contact us for the most current commission rates.
6. Brumby Design may discontinue with a specific Partner Program member or the Partner Program in its entirety without question at any time.