

## TERMS AND CONDITIONS

Onni Creative's goal is to supply your order with complete accuracy. Please review the order specifications to be sure they meet your requirements.

**PLACING ORDERS:** All orders are considered firm and final at the time of placement. Any additions or changes will be entered as a new order or addition and an updated order acknowledgement will be issued. If you are tax exempt, we require a Sales Tax Exemption Certificate to be on file prior to shipment of your first order.

**PURCHASE ORDER REQUIREMENTS:** In order to prevent production delays, please be sure to include all of the details listed here:

- 1) Accurate product description and requested quantity
- 2) Review pricing and if applicable, sample charges
- 3) Confirm accurate ship-to address with telephone number, contact name, address, email; fees may be assessed for incorrect shipping address
- 4) Preferred carrier, including account number (i.e. FedEx, UPS)
- 5) Preferred method of payment: credit card or ACH/wire transfer (in some cases, other payment methods may be available)

**ARTWORK:** Submit print-ready art files, reference artwork, and purchase order with any necessary instructions. Art provided in any format other than print ready files may require additional charges and delay production. Artwork design charges start at \$125 per hour. Please be aware, exact duplication of logos and type styles cannot be guaranteed unless vector logo and fonts are provided. Reminder to include all brand colors, including RGB, Hex Codes, CMYK and PMS. **Once approved artwork has been submitted and prepared, any design change or cancellation will result in the billing of any costs incurred.**

**PRODUCTION TIME:** Production time does not start the day the order is received. Production will begin after a purchase order is received along with artwork approval (signed proof). Onni Creative is not responsible for non-fulfillment due to, but not limited to: weather, strikes, fire, and inability to obtain raw materials, customs clearance delays or other causes beyond our control. Onni Creative is not responsible for any damages or lost packages once the goods have left our warehouse, however Onni Creative will assist with recovering or recouping losses that may occur while in third party (i.e. courier or carrier) possession.

**OVER/UNDER PRODUCTION RUNS:** Orders may be subject to an industry standard 10% over/under run and will be billed accordingly. Please inquire with your sales representative for more information.

**PRODUCTION SAMPLES:** Onni Creative offers several different sample options. If the specific color or style is not available, substitutions will be made. Samples normally ship within one to

two business days of your request. Customers must supply a shipping account number for delivery or will be billed by Onni Creative accordingly.

**ORDER CANCELLATIONS:** All orders are considered firm and cannot be canceled except upon written request, and must be accepted in writing by Onni Creative. Changes or cancellations cannot be made once order has gone into production. Once in production, any requested changes will be billed, plus any additional work required by the change. If a change in quantity is made after the completion of any portion of production, the change will be treated as a separate order and billed accordingly. Any changes made after the start of production may delay shipping. If a cancellation is necessary, all costs associated with work performed to date of cancellation will be invoiced, including a minimum of \$250 cancellation fee. **NO**

**CANCELLATIONS ALLOWED ON RUSH ORDERS.** Shipping or address changes must be made 72 hours in advance of ship date. A \$50.00 charge will apply. If an incorrect shipping address is provided (missing suite numbers, wrong zip code, typos, etc.), you will be billed at the carrier/courier's rate to re-route.

**ORDER ACCEPTANCE LEVELS:** Some products, including custom items, may include slight variances in the size and/or color of the finished product. Exact PMS matches may not be available due to substrates (glass, plastic, metal, yarns, etc.), but every effort is made to come as close as possible. Reorders may also vary slightly in color. These variances are considered commercially acceptable.

**ORDER SHIPPING AND DELIVERY:** Shipping is included in most cases, unless otherwise specified. If you have a UPS or FedEx account number, please provide this information on your purchase order. Onni Creative is not responsible for freight carrier delays or losses. We also are not responsible for customs taxes, duties, port fees or other, in excess of what we estimated in your quote. We are not responsible for delivery delays due to customs holds and inspections or vessel delays due to conditions beyond our control.

## **PROJECT BASED SERVICES AND DIGITAL MEDIA**

**CINEPULSE™ SUBSCRIPTIONS:** Upon subscribing, if you have not received your CinePulse™ login credentials, please contact [cinepulse@onncreative.xyz](mailto:cinepulse@onncreative.xyz). Upon subscribing, you agree not to share your login credentials and/or associated assets or content with people or entities outside of your organization. The dashboard, associated assets and content provided to you pursuant to a CinePulse™ Subscription is granted to you strictly on a non-transferable basis. Please note the following disclaimer: Sounds, GIFs and memes included in Cinepulse™ Subscriptions could be subject to third-party copyright and other intellectual property laws, so use such materials publicly at your own discretion. Notwithstanding these Terms and Conditions, Onni Creative does not own the rights to any such sounds, GIFs and/or memes, and Onni Creative makes no representations or warranties regarding the rights to use any such sounds, GIFs and/or memes.

**Monthly Subscription:** By purchasing a Cinepulse™ Monthly Subscription, you agree to an initial and recurring Monthly Subscription fee for a three month period at the then-current Monthly Subscription rate, and you accept responsibility for all recurring charges until you cancel your subscription. You may cancel your Monthly Subscription at any time after your initial 3-month period, subject to the terms of our cancellation policy.

**Automatic Monthly Renewal Terms:** Once you subscribe to CinePulse™, Onni Creative will automatically process your Monthly Subscription fee in the next billing cycle. Onni Creative will continue to automatically process your Monthly Subscription fee each month at the then-current Monthly Subscription rate, until you cancel your subscription. We explain how to cancel your Monthly Subscription in our cancellation policy.

**Quarterly Subscription:** By purchasing a Cinepulse™ Quarterly Subscription, you agree to an initial and recurring Quarterly Subscription fee for a three month period at the then-current Quarterly Subscription rate, and you accept responsibility for all recurring charges until you cancel your subscription. You may cancel your Quarterly Subscription at any time after your initial 3-month period, subject to the terms of our cancellation policy.

**Automatic Quarterly Renewal Terms:** Once you subscribe to CinePulse™, Onni Creative will automatically process your Quarterly Subscription fee in the next billing cycle. Onni Creative will continue to automatically process your Quarterly Subscription fee each month at the then-current Quarterly Subscription rate, until you cancel your subscription. We explain how to cancel your Quarterly Subscription in our cancellation policy.

**Annual Subscription:** By purchasing a Cinepulse™ Annual Subscription, you agree to an initial pre-payment for one full year of service. After one year and annually thereafter, you will be billed a recurring Annual Subscription renewal fee at the then-current Annual Subscription rate. We will notify you before the renewal fee is billed. You may cancel your Annual Subscription anytime before the next billing cycle, subject to the terms of our cancellation policy.

**Automatic Annual Renewal Terms:** We bill your credit card for the Annual Subscription renewal fee in the first month of your next Annual Subscription.

**Cancellation of Digital Media Subscription Services (CinePulse™):** You may cancel your subscription at any time, provided that monthly subscriptions may only be cancelled after the initial 3-month period. Cancellations must be made in writing by the credit card holder and sent to [cinepulse@onncreative.xyz](mailto:cinepulse@onncreative.xyz) no later than the 21st of each month for the cancellation to take effect prior to the subsequent month. There are no refunds at any time. This policy applies to quarterly, monthly, and annual subscriptions.

**TERMS:** For first time customers, Onni Creative may require full payment prior to production. Returning customers may require a 50% deposit prior to production and remaining balance due prior to shipping. To discuss payment terms, please contact [accounting@onncreative.xyz](mailto:accounting@onncreative.xyz). Individual payment terms may be granted only after a fully completed credit application and references have been submitted and approved by our accounting department. This may take several days to process. For digital media and project based services, we require a 50% deposit + signed contract to secure the project. All invoices related to services defined in the estimate are to be paid upon receipt of the invoice date unless otherwise agreed upon.

**ACCEPTABLE PAYMENT METHODS:** All amounts owed are in United States Dollars and all invoices must be paid in United States Dollars only. We accept ACH/wire transfer, Visa, MasterCard, and American Express. Other forms of payment may be available upon request. We do not accept checks.

**LATE PAYMENT FEES:** After a 7-day grace period, late payments will incur a 5% fee.

**PRICES:** All prices are subject to change without notice prior to production.

**RETURNED CHECKS:** A \$50.00 fee will be charged for all returned checks regardless of reason.

If you have any questions regarding our payment terms, please contact us at [accounting@onncreative.xyz](mailto:accounting@onncreative.xyz).

**CLAIMS AND RETURNS:** All orders are delivered in good condition after inspection and are inspected before shipping. All shipments should be thoroughly checked upon receipt. If there is a problem or discrepancy with an order, please send us your company name and invoice number along with a full description of the problem (with clear photographs for any claims of damage) to [orders@onncreative.xyz](mailto:orders@onncreative.xyz) within 2 business days of receipt of your order. Only authorized returns will be accepted. No credits or remakes will be issued if the product is not available for return. In no event will Onni Creative's liability exceed the value of the amounts paid to Onni Creative by You. Claims for damaged or lost product, or concealed damage, you may be required to file a claim with the delivering carrier. Leave the shipment intact and immediately file your claim.

**COPYRIGHT/TRADEMARK LAWS:** Onni Creative assumes when artwork and/or other creative materials are submitted for reproduction in connection with your order ("Submitted Materials"), such Submitted Materials are submitted by You in full compliance within all applicable laws, including, but not limited to, copyright, trademark and right of publicity. By providing Onni Creative with any Submitted Materials in connection with your order, you hereby represent and warrant that (i) You have the full right and authority to provide, distribute, use and reproduce the Submitted Materials as contemplated by your order, and (ii) the use of the Submitted Materials as contemplated by your order will not violate the rights of any third party. By placing an order, You hereby agree to hold Onni Creative not liable for any damages and/or costs arising under

these laws as a consequence of our use of the Submitted Materials. You will be held liable for any legal fees and time incurred by Onni Creative.

**DIGITAL MEDIA:** Including but not limited to Website, Social Media, Emails, except as provided in these Terms of Use, you agree not to use, modify, reproduce, distribute, sell, license, or otherwise exploit any Site Content without Onni Creative's prior written permission.

**SITE CONTENT:** Other than content submitted to the Onni Creative Online Community by users ("User Content"), unless otherwise indicated, we own, exclusively, all rights, title, and interest in and to the Site including all content, code, data, materials, the look and feel, design, and organization of the Site, and the compilation of the Site content, code, data, and materials (collectively, "Site Content"), including all copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights, and other intellectual property and proprietary rights therein. To the extent that we don't own any Site Content, unless otherwise indicated, we have secured a license from the owner or licensor of such Site Content granting us the right to display it on the Site. Your use of the Site does not grant you ownership of any kind in any Site Content. Except as provided in these Terms of Use, you agree not to use, modify, reproduce, distribute, sell, license, or otherwise exploit any Site Content without Onni Creative's prior written permission.

**FORCE MAJEURE:** Onni Creative is not liable for non-fulfillment due to strikes, fires, weather, customs delays, inability to obtain raw materials, or other causes beyond our control. Onni Creative is not liable for consequential or special damages due to any delay.

**HOLD HARMLESS / INDEMNIFICATION:** You shall defend, indemnify and hold harmless Onni Creative and its affiliated entities, and each of their respective officers, directors, employees, agents and representatives, from and against any and all claims, actions, demands, judgments, liabilities, losses, damages, settlements, penalties, costs and expenses (including, without limitation, reasonable outside attorneys' fees and disbursements) ("Claim(s)") arising from or in connection with (i) any actual or alleged breach of any representation or warranty within these Terms of Use, (ii) any allegation or claim that your materials and/or marketing campaigns violates or infringes the rights of any third party, including, without limitation, the rights of privacy, publicity, copyright, unfair competition and/or trademark (except to the extent a Claim is directly attributable to material(s) created and furnished by Onni Creative), (iii) any negligence or willful misconduct by You, or employees, agents, representatives, and/or subcontractors, and/or (iv) any injury to or death of any person, or damage to any property that is caused by You or by your employees, agents, representatives, and/or subcontractors.

Terms and conditions are subject to change at any time and can be viewed at <https://www.onnicreative.xyz/terms-and-conditions>.