

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. We require a Sales Tax Exemption Certificate to be on file or considered for exempt status 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) If applicable, list all brand product colors (even if on your art)
- 3) Review pricing and if applicable, sample charges
- 4) If applicable, advise the method of all art & specs
- 5) Confirm accurate ship-to address with telephone number, contact name, address, email
- 6) Method of payment credit card, check, ACH/bank transfer

ARTWORK: If applicable, submit vector art with clear, concise instructions. Art provided in any format other than vector files may require additional charges and delay production. Artwork charges are \$90.00 per hour. Exact duplication of logos and type styles cannot be guaranteed unless vector art is sized to specifications. Unless otherwise requested, Onni Creative will size art to best fit the area. Artwork submitted via e-mail must meet the following specifications: files should be in vector format or a PDF from Adobe Illustrator (.ai). If there are any images used, they should be no less than 300 dpi, with outlined text. Send artwork (as attachments) to your Onni Creative representative with your PO number in the subject line.

PRODUCTION TIME: Production time for each project begins after signed artwork proof and/or purchase order is approved. Production time does not start the day the order is received. Seller 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. Seller is not liable for consequential or special damages due to any delay, even if seller was previously advised of the possibility of such damage.

OVER/UNDER PRODUCTION RUNS: All orders are subject to 5% over/under run. Billed accordingly.

PRICES: All prices are firm and are subject to change without notice.

CHANGES: Once approved artwork has been submitted and prepared, any design change or cancellation will result in the billing of any costs incurred.

ORDER CANCELLATIONS: All orders are considered firm and cannot be canceled except upon written permission and accepted in writing by Onni Creative. Changes or cancellation 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 change made after the start of production will delay shipping. If a cancellation is necessary and approved by Onni Creative, all costs associated with work performed to date of cancellation will be invoiced, including a minimum of \$75.00 cancellation fee. Cancellation must be in writing and acknowledged by Onni Creative.

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.

ORDER ACCEPTANCE LEVELS: Some products, including custom manufactured may include slight variances in the size of the finished product. PANTONE colors, because glass, plastic, metal, yarns are not available in PMS colors, exact PMS matches cannot be guaranteed. 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: We will ship your order and prepay the freight, and add the freight charges to your invoice. We can also ship your order using your UPS or FedEx account number. 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.

CANCELLATION OF DIGITAL MEDIA SERVICES: Social Media Content Calendar Subscriptions Cancellation Policy: You may cancel your subscription at any time. Cancellations must be made in writing by the credit card holder and sent to hello@onncreative.xyz no later than the 21st of each month. Policy applies to both monthly and annual subscriptions. No refunds.

PROJECT BASED SERVICES AND DIGITAL MEDIA

Social Media Content Calendar Subscriptions: Release schedule and calendar are subject to change without notice. Delivery of calendar dependent upon initial sign up date. Calendars are sent no later than 5 business days prior to the 1st of the month. If you do not receive your calendar, please contact hello@onncreative.xyz immediately for a copy. No refunds, but you may cancel at any time. Cancellations must be made in writing by the credit card holder and sent to hello@onncreative.xyz no later than the 21st of each month. Rules apply to both monthly and annual subscriptions.

Monthly Subscription: By purchasing a 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, 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.

Annual Subscription: By purchasing an Annual Subscription, you agree to an initial pre-payment for one full year of service (after you are off the waitlist). 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.

TERMS: Onni Creative requires full payment for all first time orders. Returning or new orders from existing customers are full payment upon receipt. Other payment options may be available, please call our office to inquire about setting up terms with our company. Open terms are granted only after a fully completed credit application has 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 within 30 calendar days (Net 30) of the invoice date unless otherwise agreed upon. We accept Visa, MasterCard, and American Express. Credit Card orders will incur a 3% fee. Late payments will incur a 5% fee.

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.

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 (pictures when possible) to orders@onncreative.xyz within 5 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. Onni Creative liability shall not exceed the value of the goods. Claims for damaged or lost product, or concealed damage shall be filed by you with the delivering carrier. Leave the shipment intact and immediately file your claim.

COPYRIGHT/TRADEMARK LAWS: Onni Creative assumes when artwork is submitted for reproduction in producing an order that the artwork was submitted in full compliance with the laws governing copyright, trademark, etc. Purchasers, by placing these orders, agree to hold Onni Creative not liable for any damages and/or costs arising under these laws as a consequence of our use of said artwork. 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"), 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, 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.

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. Customer must supply shipper number for delivery.

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.

Thank you for letting us serve you.

The highest compliment we can receive is the referral of your friends and associates!