



Graphic Design and Brand Development Terms and Conditions

1. Introduction These Terms and Conditions ("Agreement") govern the graphic design and brand development services ("Services") provided by ZOMA ("Company"). By engaging ZOMA for these Services, the Client agrees to be bound by this Agreement.

2. Services Provided ZOMA will deliver graphic design and brand development services, which may include logo creation, brand identity, packaging design, marketing materials, and other related design services as requested by the Client.

3. Project Scope and Revisions

- **Initial Brief:** The Client agrees to provide a comprehensive project brief that clearly outlines the design needs, brand direction, and any specific preferences.
- **Revisions:** ZOMA offers 3 rounds of revisions as part of the initial quoted price. Any revisions beyond the agreed number may incur additional fees, which will be communicated prior to further work.
- **Scope Changes:** Any changes to the scope of work after the project has commenced may affect the timeline and pricing. ZOMA will notify the Client of any changes to fees or deadlines.

4. Payment Terms

- **Quote:** A detailed quote outlining the cost of Services will be provided before the start of the project.
- **Deposit:** A non-refundable deposit of 50% is required before project commencement.
- **Payment Schedule:** Payments may be structured as milestone payments, with the balance due at project completion or handover of final deliverables.
- **Late Payments:** Invoices not paid within 21 days of receipt may incur late fees.

5. Intellectual Property

- **Ownership:** Upon final payment, the Client will own the rights to the final deliverables. ZOMA retains ownership of any design drafts, concepts, or unused materials.
- **Use of Work:** ZOMA reserves the right to showcase completed designs in its portfolio and marketing materials unless otherwise agreed upon in writing by the Client.
- **Third-Party Materials:** The Client is responsible for securing licenses for any third-party images, fonts, or other materials used in the project.

6. Client Responsibilities

- **Content and Feedback:** The Client agrees to provide all necessary content, assets, and timely feedback throughout the design process. Delays in providing this information may extend the project timeline.
- **Branding Guidelines:** The Client will provide any existing branding guidelines, logos, or materials relevant to the project.

7. Delivery and File Formats Final deliverables will be provided in standard formats such as JPEG, PNG, PDF, or vector files (AI, EPS), depending on the project requirements. Additional file formats or source files may be provided upon request at an extra cost, unless included in the scope.

8. Warranty and Support ZOMA will provide support for minor revisions or adjustments for a 7-day period after project completion. Any major design changes, updates, or ongoing maintenance will be charged at the standard hourly rate or as agreed upon in writing.

9. Cancellation and Refunds

- **Cancellation by Client:** The Client may cancel the project at any time. However, any payments made are non-refundable, and the Client may be charged for work completed up to the date of cancellation.
- **Cancellation by ZOMA:** ZOMA reserves the right to terminate this Agreement if the Client breaches any of the terms outlined, including failure to provide timely feedback or failure to make payment.

10. Confidentiality Both parties agree to maintain the confidentiality of any confidential information shared during the course of the project. This includes, but is not limited to, trade secrets, marketing strategies, or proprietary information.

11. Limitation of Liability ZOMA shall not be liable for any damages, losses, or costs incurred by the Client as a result of using the final deliverables. The Client agrees to indemnify ZOMA against any claims related to the use of the designs, including copyright infringements, improper use, or misuse.

12. Termination of Agreement This Agreement may be terminated by either party with written notice if the other party commits a material breach of this Agreement and fails to rectify the breach within 30 days.

13. Governing Law This Agreement shall be governed and construed in accordance with the laws of the Irish State & Government.

14. Amendments ZOMA reserves the right to modify these Terms and Conditions at any time. Clients will be informed of significant changes that may affect ongoing projects.