

By using Tara Design Space Services, you agree to be legally bound by these Terms and Conditions of Use (the "Terms and Conditions"), including those terms and conditions incorporated by reference. Please read these Terms and Conditions carefully. If you do not accept these Terms and Conditions, you will not receive services from Tara Design Space (Tara Bartal).

You acknowledge and agree that Tara Design Space (Tara Bartal) shall have the right (but not the obligation) in its sole discretion, to pre-screen, refuse or remove any project and/or user provided content that violates these Terms and Conditions or is otherwise objectionable, including, without limitation, projects or content that is illegal, obscene, indecent, defamatory, incites religious, racial or ethnic hatred, or violates the rights of others.

Activity which appears in sole judgment of Tara Design Space (Tara Bartal) to violate the law will be brought to the attention of the proper authorities. You acknowledge, consent and agree that Tara Design Space (Tara Bartal) may access, preserve, and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Tara Design Space (Tara Bartal) and the public.

I. Tara Design Space - Services

(a) Description -

Tara Design Space Services includes graphic design for business and individual entities for the use of commercial advertising. Commercial advertising can include, but is not limited to, business cards, brochures, logos, packaging and stationary designs. Also, being provided are services of traditional hand drawn pencil and pastel paintings. Tara Design Space (Tara Bartal) holds the right to reject and null any particular work or project that does not hold the best interest of this business and the services it provides.

Tara Design Space (Tara Bartal) will provide you, as the Client, the Service(s) according to the written quote agreed upon by both parties, client and Tara Design Space (Tara Bartal).

(b) Review Process -

When Tara Design Space (Tara Bartal) provides you with a Review of Completed Work, you are responsible for reviewing the Review of Completed Work. If you fail to promptly inform Tara Design Space (Tara Bartal) that the Review of Completed Work is not reasonably responsive to the initial detail of instructions provided by you, you will be deemed to have accepted the Review of Completed Work. If you notify Tara Design Space (Tara Bartal) that you think the Review of Completed Work is not reasonably responsive to the related detail of instructions, you shall then submit a Revision Detail containing information regarding amendments or modifications to be made to the initial Review of Completed Work.

After you provide Tara Design Space (Tara Bartal) with a Revision Detail, Tara Design Space (Tara Bartal) will provide you with a subsequent Review of Completed Work that conforms to the additional criteria you requested. Tara Design Space (Tara Bartal) is not responsible for the content of Review of Completed Work developed to the extent that all text/copy spelling and copywrite are the sole responsibility of the client. Exception: *if Tara Design Space (Tara Bartal) is hired to do the copywriting for a project will Tara Design Space (Tara Bartal) hold to the responsibilities of text/copy spelling.*

The service of hand drawn pencil and pastel paintings go through the same process as detailed above with the exception: Tara Design Space (Tara Bartal) will have sole discretion as to whether changes can be made to a painting or drawing. Review of Completed Work occurs at the completion of a painting - there are no reviews during the process of painting.

(c) Revision Cycles -

Revision cycles consist of 2-5 additional compositions that incorporate changes you request in a Revision Detail. The purpose of the revision process is to get the Review of Completed Work to the point of client's initial Detail Description of Project. It may be requested that significant changes occur in the first and second cycles, and the Review of Completed Work generated might be quite different in nature from the original composition you selected. *By the third revision request, your requests shall only be modifications of the current composition. Revision requests that depart from the then-current composition will be honored and completed in a timely manner, however; Tara Design Space (Tara Bartal) reserves the right to charge \$50 for each Revision Detail. No revision work, which requires payment, will be started without your authorization.*

Revisions for hand drawn pencil and pastel paintings will be done at the sole discretion of the artist, Tara Bartal, as to whether the revisions are reasonable and can be done to the finished piece. Refunds are available for paintings - see refund section of these terms and conditions.

d) Client Payment -

Payments are to be received via credit card or check. Work will not begin until payment has cleared for checks. Credit card processing is done through Paypal invoicing. Client will need to set up a Paypal account in order to make a payment via credit card. Paypal is free and offers additional protection for both the client and Tara Design Space (Tara Bartal). Tara Design Space (Tara Bartal) does not see your credit card information in this process; with the exception of a mailing address.

(e) Refunds -

If you are not satisfied with the initial Review of Completed Work provided by Tara Design Space (Tara Bartal), and you have paid the 50% deposit fee, a full refund will be given less a fifty dollar (\$50.00) service and processing fee. No refund is available for design firms or for those who order design services on behalf of another entity. Furthermore, you shall forfeit the right to the refund outlined above if you request additional revisions to any initial designs and concepts. You shall also forfeit the right to a refund if you do not respond in a timely manner to a Review of Completed Work notification from Tara Design Space (Tara Bartal).

Should you receive a refund, you agree that your acceptance of the refund shall constitute your sole and exclusive remedy with respect to related Reviews of Completed Work. Additionally, you acknowledge that you will have no right (*express or implied*) to use any Reviews of Completed Work or other work product, content, or media, nor will you have any ownership interest in or to the same.

(f) Project Turnaround Deadlines

You agree to provide timely responses to any Reviews of Completed Work notifications that Tara Design Space (Tara Bartal) sends to you. You shall have 10 days to respond to each Review of Completed Work sent to you. If after 10 days you have failed to respond, Tara Design Space (Tara Bartal) will assume that your project is complete and the project shall be deemed completed.

At such time, Tara Design Space (Tara Bartal) will have no further obligation to you, and you will pay Tara Design Space (Tara Bartal) pursuant to the provisions of these Terms and Conditions. Tara Design Space (Tara Bartal) will determine, in its sole discretion, whether you are entitled to any refund.

2. Eligibility, Access, Use and Service

(a) Eligibility Requirements -

To be deemed as a Client, you must be at least 18 years of age, agree to these Terms and Conditions and Tara Design Space (Tara Bartal) privacy policy (located at www.taradesignspace.com/privacy.html). By signed acceptance, you represent and warrant that you meet these eligibility requirements, that the information you provide as part of the initial client registration process is complete and accurate and, if you are registering on behalf of an entity, that you are authorized to bind that entity to these Terms and Conditions. Tara Design Space (Tara Bartal) may accept or reject your registration in its sole discretion.

3. Ownership; Rights to Use

(a) Tara Design Space (Tara Bartal) will own all rights, title and interest in and to all copyright, trademark, service mark, patent, trade secret or other intellectual property and proprietary rights in and to the designs and literature copywrites created by Tara Design Space (Tara Bartal), in all media now known or later devised, to the fullest extent provided under United States and International law until the Review of Completed Work is *accepted and paid for in full*.

(b) Rights of Tara Design Space (Tara Bartal) -

Upon your submission of client information, art pieces, clipart and photos to be used for design work, hand-drawn pencil creations or pastel paintings you grant Tara Design Space (Tara Bartal) the right and license to use, reproduce, modify, adapt, publish, translate, and create derivative works from said material and you, the client, hold all responsibility to liability claims upon said items.

(c) Rights of Clients -

Subject to your compliance with these Terms and Conditions, you shall own the Final Product provided to you by Tara Design Space (Tara Bartal). You shall not, however, own any materials, media or other content generated during any revision cycles leading up to the Final Review of Completed Work, and Tara Design Space (Tara Bartal) expressly reserves all right, title and interest in and to the same. You acknowledge and hereby grant to Tara Design Space (Tara Bartal) a royalty-free, irrevocable exclusive worldwide right to use Reviews of Completed Work as well as Final Products, for internal and archival purposes, and in order to display and promote the Tara Design Space (Tara Bartal) Service.

Tara Design Space (Tara Bartal) retains the rights to all artwork concepts and other content not selected by you. You acknowledge that your ownership rights under these Terms and Conditions are limited to the Final Product, and that no trademarks or service marks in or to any Final Product are being conveyed under these Terms and Conditions. You hereby acknowledge that Tara Design Space (Tara Bartal) shall have no obligation or duty to perform trademark, service mark or copyright searches or inquiries, or the like, in order to validate the propriety or legality of the Final Product. Accordingly, you are encouraged to perform your own independent searches with regard to the Final Product. Furthermore, you acknowledge that Tara Design Space (Tara Bartal) shall have no responsibility or obligation of any kind to assist you in seeking state or federal intellectual property protection (i.e., without limitation, trademark or copyright registration) for the Final Product, nor shall Tara Design Space (Tara Bartal) be responsible for otherwise assisting you in any way in your attempt to perfect your rights in or to the Final Product.

4. Disclaimers; Indemnification; Limitations of Liability -

(a) Responsibility for Content -

Tara Design Space (Tara Bartal) shall not be responsible for representations, warranties or covenants regarding, and does not guarantee, the truthfulness, accuracy, or reliability of any information or other material (including, without limitation, any Review of Completed Work acceptance and business or personal identity that are communicated through or posted to this website as Final Product. You acknowledge that any reliance on information or other material, including, without limitation, any information related to a particular

project will be at your own risk. Without limiting the foregoing, you agree and acknowledge that you use each Final Product at your own risk and that you are responsible for taking any actions you deem reasonable to determine whether your use of a Final Product will infringe any statutory or third-party intellectual property, privacy or publicity rights.

(b) Indemnification -

You hereby agree to defend, indemnify and hold harmless Tara Design Space (Tara Bartal) from any action, claim, demand, or liability arising from or relating to your violation of any of these Terms and Conditions, and any expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

(c) Limitation of Damages -

IN NO EVENT SHALL TARA DESIGN SPACE (TARA BARTAL) BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO DESIGN WORK / DESIGN PROJECT /DRAWINGS OR PASTEL PAINTINGS INCLUDING LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, AND DAMAGES *THAT RESULT FROM INACCURACY OF THE INFORMATION PROVIDED.*

5. Miscellaneous Provisions -

(a) Entire Agreement -

These Terms and Conditions set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements and understandings, and any and all contemporaneous oral agreements and understandings (exception: privacy policy) between you and Tara Design Space (Tara Bartal) regarding the subject matter of these Terms and Conditions.

(b) Amendment -

No modification, amendment, or waiver of these Terms and Conditions or any part hereof shall be binding unless evidenced in writing and signed by Tara Design Space (Tara Bartal).

(c) Severability -

If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be deemed null and void, but the remaining provisions shall continue in full force without being impaired or invalidated in any way.

(d) Mutual Participation -

The language of these Terms and Conditions shall be deemed to be the language mutually chosen by the parties and no rule of strict construction shall be applied against or in favor of either party hereto.

(e) Headings - The section headings and other headings contained herein shall not affect the meaning or interpretation of these Terms and Conditions.

(f) Choice of Law; Forum - These Terms and Conditions shall be governed by the substantive law of the State of North Carolina, without reference to any choice of law rules that would result in the application of the substantive law of any other jurisdiction.

(g) Assignment - You may not assign or otherwise transfer (by operation of law or otherwise) any of your rights or duties hereunder unless Tara Design Space (Tara Bartal) agrees in writing after receiving prior written notice. Any attempted assignment or other transfer without the requisite consent shall be null and void ab initio. Tara Design Space (Tara Bartal) may assign or otherwise transfer any of its rights or the performance of any of its duties without your consent.

(h) Waiver - The waiver by Tara Design Space (Tara Bartal) of a breach or a violation of any provision of these Terms and Conditions shall not operate as or be construed to be a waiver of any subsequent breach or violation of any provision of these Terms and Conditions.

(i) Force Majeure - If the performance of any part of these Terms and Conditions by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that such performance is prevented, hindered or delayed by such causes.

(j) Capacity - The parties hereby warrant and represent that they have all necessary rights and authority to execute these Terms and Conditions and to fulfill their obligations hereunder.

(k) Further Assurances - The parties hereto shall, at their own cost and expenses, execute and deliver such other documents and artwork, and shall take such other action as may reasonably be required or appropriate to evidence or carry out the intent and purposes of these Terms and Conditions.