



# Terms & Conditions

In consideration of the mutual agreement made herein, both parties agree as follows:

## **WORK**

Toca Creative agrees to produce project materials at the request of the client for fees agreed upon in advance and delivery of the Work by an agreed-upon deadline. Toca Creative agrees that they will be the sole author of the Work, which will be original work and free of plagiarism. Toca Creative will cooperate with Client in editing and otherwise reviewing the Work prior to completion and launch.

## **CONFIDENTIALITY**

Toca Creative acknowledges that they may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Toca Creative agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Toca Creative before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this agreement, Toca Creative can display materials and final work created for Client on their website ([tocacreative.com](http://tocacreative.com)) and social media pages (@[tocacreative](https://www.instagram.com/tocacreative)).

## **COMPENSATION**

Client agrees to pay Toca Creative a non refundable 50% of the total project cost before any services are provided, and the remaining 50% is to be paid before any workable files are delivered. If the Client fails to pay the final amount by the agreed payment date, Toca Creative reserves the right to add a late payment fee on top of the original charge. This will be discussed and determined by how late the payment is made. If the parameters of the Work change, or if it involves more time than estimated, Toca Creative will inform Client and they can renegotiate the Work's cost. Toca Creative is responsible for the payment of all taxes with respect to the services they perform for the client as a Ltd company. The Client will not treat Toca Creative as an employee for any purpose.

## **CLIENT APPROVAL**

Upon acceptance of the Work, Client accepts responsibility for any further processes in which this work is used (e.g. printing, etc.) Toca Creative is not responsible for errors occurring in this work or projects related to this work after acceptance of the Work by the Client.

## **CANCELLATION**

Both parties understand that Client or Toca Creative may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Toca Creative. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of cancellation prior to completion, Toca Creative retains ownership of all copyrights and original work created. If the project is completed, approved and fully paid for all materials will belong solely to the Client.