

# Terms and Conditions

## **TERMS OF AGREEMENT**

THESE ARE THE TERMS AND CONDITIONS ("Agreement") APPLICABLE TO THE PURCHASE AND SALE OF DESIGN RELATED SERVICES AMONG YOU ("Customer", "you" or "your") AND MadeQuest, LLC. ("Company, "us", "we" or "our") and their website, MadeQuest.com. Note- charges will appear as "MadeQuest Design Services" on your credit card. BY PURCHASING PRODUCTS AND/OR SERVICES TO BE PROVIDED BY COMPANY OR ITS PARENT COMPANY, SUBSIDIARIES OR AFFILIATES, INCLUDING WITHOUT LIMITATION, ORDERING ANY PRODUCTS OR SERVICES THROUGH THE COMPANY WEBSITE, YOU HEREBY AGREE TO COMPLY WITH AND BE LEGALLY BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.

YOU MAY ELECT TO PURCHASE ADDITIONAL SERVICES FROM COMPANY, OR THEIR PARTNERS AND/OR OTHER THIRD PARTIES, WHICH HAVE THEIR OWN TERMS AND CONDITIONS AGREEMENTS AND ACCEPTABLE USE AGREEMENTS, ASIDE FROM THIS AGREEMENT. THOSE AGREEMENTS SHOULD BE PRESENTED TO YOU AT THE TIME OF PURCHASE AND/OR ACCOUNT LOGIN, AND IT IS THE YOUR OBLIGATION TO REVIEW, ACCEPT AND ABIDE BY THOSE AGREEMENTS AS WELL AS THIS AGREEMENT. TERMS AND CONDITIONS FOR ALL OF OUR SERVICES CAN BE FOUND

ON: <http://madequest.com/terms>

The Company reserves the right to change or modify any of the terms and conditions contained in this Agreement at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers. The Company may make changes or modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following the Company's posting of any changes or modifications will constitute your acceptance of such changes or modifications.

## **GENERAL CONCEPT:**

For Self Service design, from MadeQuest.com, Customer utilizes Company's online tools to select a designer from online library of designers ("Company Design") and create a unique Customer Design. Any instructions, text, images, symbols, data, or

other information provided by or added by Customer ("Content") to include in the Design shall remain the property of the Customer. Subject to Customer's compliance with this Agreement, Customer obtains a license to use the Company Design in the Customer Design. The Company retains all ownership, copyrights and any other rights to the Company Design. Customer is prohibited from selling, assigning, modifying, recreating, or transferring rights to the Company Design. However, Company grants Customer a license to the Company Design that permits Customer to use the Company Design for the Customer Design and to develop possession rights in the Customer Design.

## **PAYMENT**

MadeQuest.com provides FREE Design and a la cart fee per design for all other services.

## **REFUND POLICY**

Customer understands that all Design sales are final and no refunds shall be issued for Self Service designs on MadeQuest.com. In the case of Custom Designs, refunds may only be issued where with the Company's exclusive determination, Company fails to satisfy Customer's written project parameters. Where Customers are issued a refund for packaged or bundled Services, the cost of the Design included in the package shall be deducted from any refund issued. For further custom design refunds, please refer to Refund Policy at <http://madequest.com/terms>.

## **DELIVERY AND ACCEPTANCE**

Upon completion of its products and/or services in accordance with the terms and conditions set forth in your Contract, you shall be able to access and/or download your design and any additional applicable design formats, created in MadeQuest, in your Login page or via mail.

## **DESIGN TECHNICALITIES**

Colors and File Formats:

The default color model for our digital designs on MadeQuest.com is the CMYK format unless you specify that you require PMS (Pantone) prior to the start of the project. Digital formats provided for MadeQuest.com designs will be JPEG, PNG, EPS or as specified by selected designer. Digital formats provided for MadeQuest.com business card designs will be PDF and EPS. Default color for the business card designs may be in RGB format or the design specified by the selected designer.

## **INTELLECTUAL PROPERTY RIGHTS**

You represent and warrant that you are the owner of or have the exclusive right to use any and all proprietary information you provide to MadeQuest or refer to MadeQuest in furtherance of or in connection with your Contract request, including without limitation any and all trade names, trademarks, copyrights, graphics, designs, color/style/size/material combinations, written content/copy for any use, to include copy for design and brochures/flyers and similar materials or information. Customer understands that Company retains the rights to all Designs and does not transfer any rights to Designs to Customer unless and until Customer purchases the Design. Upon purchasing a Design, Company transfers rights in accordance with the terms in Section 1 herein and according to Services purchased by Customer. As between Customer and Company, any Content provided by Customer to Company for inclusion to any Design shall remain the sole and exclusive property of Customer. Customer acknowledges that all Content is owned by Customer or that Customer has a legal right to such Content. With respect to the Company Symbols, all ownership and intellectual property rights shall remain exclusively with Company. Company's ownership and intellectual property rights in Company Symbols are perpetual, and continue even after Customer purchases a Customer Design.

Use of MadeQuest's intellectual property: MadeQuest's Services contain Content of MadeQuest ("MadeQuest Content"). MadeQuest Content is protected by copyright, trademark, patent, trade secret and other laws, and MadeQuest owns and retains all rights in the MadeQuest Content and the MadeQuest Services. MadeQuest hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the MadeQuest Content (excluding any software code) solely for your personal use in connection with viewing the Site and using the MadeQuest Services. MadeQuest Services contain Content of Users and other MadeQuest licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the MadeQuest Services. MadeQuest performs technical functions necessary to offer the MadeQuest Services, including but not limited to transcoding and/or reformatting Content to allow its use throughout the MadeQuest Services. One or more patents apply to this Site and to the features and services accessible via the Site, including without limitation. During the Term and thereafter, You shall not use (except as permitted in connection with Your performance hereunder), disclose or permit any Person access to any Trade Secrets (including, without limitation, any Trade Secrets contained in the MadeQuest Materials). During the Term and thereafter, except as otherwise mandated by law, You shall not use, disclose, or permit any Person access to any Confidential Information, except as

permitted in connection with Your performance hereunder. You acknowledge agreement to prevent breach this General Terms and Conditions to avoid irreparable harm and/or entitlement to seek equitable relief. You agree to protect such Confidential Information and Trade Secrets with no less diligence than You protect Your own confidential or proprietary information. The MadeQuest name and logo are registered trademarks in the U.S. and internationally. Use of the MadeQuest name and logo are only allowed if an individual or organization has a written license agreement with MadeQuest. Infringement is prohibited and restricted. To report a violation, see our [Contact Page](#), note "Report Infringement" as title/concern.

### **Infringing Design or Content.**

Company reserves the right to reject, alter, or modify any Design or Content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols or designs) which Company in its sole discretion deems to be:

- i. An infringement on or a mechanism designed to facilitate the infringement of a propriety interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right. By using the Service, Customer represents and warrants that any design, image, text, name or word submitted to be used as all or part of the Design does not infringe any trademark or domain name rights of any third party. Moreover, Customer warrants that it has a present good faith intention to use the Design in connection with a commercial or personal endeavor.
- ii. Offensive, which shall include, without limitation, bigotry, racism, discrimination, hatred, or profanity; disparaging, defamatory, libelous, or results in an invasion of privacy; promotes or provides instructional information about illegal activities or physical harm or injury to any group, individual, institution or property; infringes on a proprietary interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret or patent right; or may violate any federal, state, county or municipal law, regulations, governmental agency orders, or court order.
- iii. Falsely states or implies that the Design is placed by Company or any party with a contractual relationship with Company, or that such parties endorse the Customer's products or services.
- iv. Company neither sanctions nor permits Designs or Content that contain illegal or obscene material or foster or promote illegal activity. Company

reserves the right to immediately suspend or terminate the Services (including terminating Customer's license to any Company Symbol) to any Customer that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any Services rendered to Customer by Company are an appropriate recompense to Company for the time required to respond to and address issues created by Customer's illegal or obscene Content, and Customer agrees not to seek recovery of those fees. Further, should Customer violate this policy, Company will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, the Design, the illegal or obscene Content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene Content.

- v. Intentional holding of Company (including its affiliates) or their employees or stockholders up to public scorn, ridicule, or defamation.
- vi. Violent or encouraging violence.
- vii. Disparaging, defamatory, libelous, or resulting in an invasion of privacy.
- viii. Promotion or providing of instructional information about illegal activities or physical harm or injury to any group, individual, institution or property, or encouraging illegal or criminal conduct.
- ix. Promotion or facilitation of, or engaging in, consumer deception or fraud, drug use, drug dealing, pyramid schemes, gambling, or any other illegal activities.
- x. In violation of any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders.

MadeQuest's policies help to create a safe, fair and enjoyable trading experience for all MadeQuest users. As a designer, you are responsible for reviewing and understanding MadeQuest's selling policies, as well as all applicable laws and regulations. Designers shall make sure that the creation and/or of their item complies with all applicable laws. MadeQuest is not liable for designer violations.

### **Designs and Related Products Offered by Third Parties**

In conjunction with purchasing a Design, Customers may elect to purchase further digital, personalization, or related products involving and/or containing the Design purchased by the Customer. While the Company accepts orders for related products, third party companies provide related products to the Customer. Those third parties have their own terms and conditions agreements which are applicable to related products. Those agreements should be presented to you by the third party

companies, and it is your obligation to review, accept and abide by those agreements as well as this Agreement once outside of the MadeQuest arena. MadeQuest shall have no responsibility or liability whatsoever with regard to related products or services offered by third parties outside of the Madequest arena. Customer shall deal directly with third party companies in regards to questions or concerns regarding related products obtained outside of the MadeQuest arena. Allow MadeQuest to facilitate transactions, for maximum protection. No refunds shall be issued for orders for related products offered by third parties. All rights in Designs, and any Company Symbol contained therein, printed on other products remain as described herein.

## **TERMINATION**

MadeQuest reserves the right, in its sole discretion and for any reason whatsoever, to reject, cancel or terminate, permanently or temporarily, your order for any product or service offered by MadeQuest, your Contract and/or your access to the MadeQuest Site web site, at any time and without prior notice. You agree that MadeQuest shall not be liable to you or any third party for any rejection, cancellation or termination of your order, your Contract or your access to the MadeQuest web site. In the event that MadeQuest rejects, cancels or terminates your Contract or your order for a reason other than your breach or non-performance under your Contract, MadeQuest will return any amounts prepaid by you relating to the rejected, canceled or terminated Contract or order.

## **DISCLAIMER OF WARRANTIES**

YOU HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INFORMATION, SOFTWARE, CODES, PRODUCTS, SERVICES, TEXT, GRAPHICS, DESIGNS OR OTHER ITEMS AND MATERIALS PROVIDED OR MADE AVAILABLE BY MadeQuest ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, MadeQuest HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SUITABILITY, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE. MadeQuest MAKES NO WARRANTY THAT ITS PRODUCTS OR SERVICES WILL BE PROVIDED IN A TIMELY AND SECURE MANNER, OR WITHOUT ERRORS OR DEFECTS, OR THAT ITS PRODUCTS OR SERVICES WILL NOT INFRINGE ON THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY. MadeQuest DOES NOT WARRANT THAT THE RESULTS OBTAINED

FROM YOUR USE OF THE PRODUCTS OR SERVICES PROVIDED BY MadeQuest WILL MEET YOUR EXPECTATIONS.

### **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MadeQuest OR ANY SUBSIDIARY, AFFILIATE, OFFICER, DIRECTOR, SHAREHOLDER, AGENT, EMPLOYEE OR REPRESENTATIVE THEREOF BE LIABLE TO YOU OR ANY THIRD PARTY MAKING A CLAIM THROUGH YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF INFORMATION OR THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES), ARISING OUT OF OR RELATED TO YOUR CONTRACT, THESE TERMS AND CONDITIONS, OR THE PRODUCTS OR SERVICES PROVIDED BY MadeQuest TO YOU, EVEN IF MadeQuest HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN YOUR CONTRACT OR THESE TERMS AND CONDITIONS, MadeQuest's LIABILITY TO YOU FOR ANY DAMAGES RELATED TO OR ARISING OUT OF THE CONTRACT OR MadeQuest's PROVISION OF PRODUCTS OR SERVICES SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO MadeQuest UNDER YOUR CONTRACT/REQUEST OR FOR SUCH PRODUCTS OR SERVICES.

### **SHIPPING AND PRINTING LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MadeQuest OR ANY SUBSIDIARY, AFFILIATE, OFFICER, DIRECTOR, SHAREHOLDER, AGENT, EMPLOYEE OR REPRESENTATIVE THEREOF BE LIABLE TO YOU OR ANY THIRD PARTY MAKING A CLAIM THROUGH YOU FOR ANY PRINTING DAMAGES WHATSOEVER, (to include for example, yet not excluding any other printing issues: color variation, product delivery, pricing, condition of product upon delivery, necessity or quality of printed proofs, typing or content errors) as they may relate to print services that have been fulfilled by vendors or companies outside of and for MadeQuest, inc. This includes any vendors that may be listed on MadeQuest.com. Color variation from your computer screen (RGB) to printed colors (PMS/Pantone or CMYK) colors can vary significantly.

MadeQuest highly recommends that you request a printed proof prior to finalizing or approving your print materials with your print vendor. MadeQuest does not provide printing services and therefore will not be responsible for providing refunds for designs or printed materials as a result of color variation, printing costs or any other printed expense after you have approved your final design.

## **INDEMNIFICATION**

You agree to indemnify and hold MadeQuest, its subsidiaries, affiliates, directors, officers, shareholders, agents and employees, harmless from and against any loss, damage, liability, cost or expense of any kind, including attorneys' fees, incurred by MadeQuest in connection with a third party claim, demand or otherwise, due to, arising out of, related to or otherwise attributable to the actual or alleged infringement or violation of any intellectual property right asserted by a third party, or otherwise arising out of or related to (i) any materials or intellectual property provided by you in furtherance of the project contemplated by your Contract, or (ii) your use of any of the products or services provided by MadeQuest pursuant to your Contract.

## **COPYRIGHT AND TRADEMARK NOTICES**

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## **GOVERNING LAW**

These Terms and Conditions shall be interpreted, construed, governed by and enforced in accordance with the laws of the State of Nevada. Under no circumstances shall the laws of any other state be applied, even where such a result would be implicated by conflict of law principles. You hereby irrevocably consent to the personal and exclusive jurisdiction and venue of the federal and state courts located in Nevada regarding any and all disputes relating to your Contract or these Terms and Conditions.



## **GENERAL**

These Terms and Conditions, together with your Contract, shall constitute the sole agreement and understanding between you and MadeQuest regarding the matters set forth herein, and any and all previous agreements and understandings between or among you and MadeQuest regarding the subject matter hereof, whether written or oral, other than your Contract, are superseded by these Terms and Conditions. No agreement or other understanding other than your Contract purporting to modify these Terms and Conditions shall be binding upon MadeQuest unless otherwise agreed to by MadeQuest in writing. The failure of MadeQuest to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. Any provision of these Terms and Conditions which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof; and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

*Any questions concerning these Terms and Conditions should be directed to:  
MadeQuest Corporation.com, Inc.*

### **Contact Us:**

If you have any questions regarding our Terms and Conditions please feel to [contact us](#) via email or postage.

### **E-mail Us:**

You can email us 24/7, 365 at [info@madequest.com](mailto:info@madequest.com). Please specify in the subject line that the email is regarding Terms and Conditions.

### **Write Us:**

#### **MadeQuest**

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