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Copyright Ownership

In the event that any copyrighted work(s) are created as a result of the Services provided by Westwood 1988 Pty Ltd trading as Dash Social in accordance with this Agreement, Dash Social owns all copyrights in any and all work(s) it creates or produces pursuant to copyright law in Australia and Internationally, whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Dash Social and may be used in the reasonable course of Dash Social's business.

Limit of Liability

Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Dash Social. Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Dash Social shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided. Indemnification. Client agrees to indemnify, defend and hold harmless Dash Social and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Dash Social provides to Client.

Permitted Uses of Product(s)

Dash Social grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Dash Social with attribution each time Client uses Dash Social's property. Personal use includes, but is not limited to, use within the following contexts: 1. Client may not copy, duplicate, distribute, republish, or incorporate the Deliverables or allow others to copy, duplicate, distribute, republish or incorporate or use the Project. 2. Client may not crop, distort, manipulate, reconfigure, mimic, animate, create derivative works or extract portions or in any other manner, alter the Final Art. All copyright, trademarks, design rights and other intellectual property (registered and unregistered) shall remain vested in Dash Social. The Client agrees that such proprietary material is solely for Client's own personal use. 3. Any disclosure to a third party, copying or republishing any portion of the Deliverable or its contents is strictly prohibited and constitutes infringement.

Artistic Release

Client has spent a satisfactory amount of time reviewing Dash Social's work and has a reasonable expectation that Dash Social will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency

Dash Social will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Vendor's current portfolio and Dash Social will try to

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incorporate any reasonable suggestion made by Client. However, Client understands and agrees that: 1. Every client is different, with different tastes, budgets, and needs; 2. services are often a subjective art and Dash Social has a unique vision, with an ever-evolving style and technique; 3. Dash Social will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions; 4. Although Dash Social will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Dash Social shall have final say regarding the aesthetic judgment and artistic quality of the Services.

Changes

Unless otherwise provided herein, Client shall pay additional charges for all changes requested by Client which are outside the Scope of the Services on a time and materials basis, at Dash Social's standard hourly per hour, or in an amount separately agreed upon in writing in advance of the change. Such charges shall be in addition to all other amounts payable under this Agreement despite any maximum budget, contract price or final price identified therein. Dash Social may extend or modify any delivery schedule or deadline as required by such Changes.

Cancellations Both parties understand that Client or Dash Social may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Cancellation may be given immediately by Dash Social and thirty days for the Clients due to work having already been completed. 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 Dash Social. 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, Dash Social retains ownership of all copyrights and original work created.

Confidentiality

It is Dash Social's policy to respect your privacy regarding any information collected. Before or at the time of collecting personal information, the purposes will be identified for which information is being collected. We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

Impossibility

Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to: 1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or 2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or 3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

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Failure to Perform

Services In the event Dash Social cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will: 1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and 2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and 3. Excuse Client of any further performance and/or payment obligations in this Agreement.

General Provisions

The laws of Queensland, Australia govern all matters arising out of or relating to this Agreement, which may be enforced in the local court of Landsborough Qld or Maroochydore Qld., with the prevailing party in any such dispute entitled to receive its reasonable solicitor fees and costs incurred. Severability If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force. Notice Parties shall provide effective notice ("Notice") to each other via the email addresses set forth above, deemed delivered at the date and time which the Notice is sent, which may be verified by a printout of the "sent" email.