



# NON-DISCLOSURE AGREEMENT

1. THE PARTIES. This Non-Disclosure Agreement, hereinafter known as the “Agreement”, created on the \_\_\_ day of ,

20\_\_\_ is by and between , hereinafter known as the “1st Party”, and Logo Craving, hereinafter known as the “2nd

Party”, and collectively known as the “Parties”.

WHEREAS, this Agreement is created to prevent the unauthorized disclosure of the confidential information in the guidelines as prescribed below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information.

1. TYPE OF AGREEMENT. Check One (1)
   * Mutual – This Agreement shall be Mutual, whereas, the Parties shall be prohibited from disclosing confidential and proprietary information that is to be shared between one another to provide the required service/product.
   * Unilateral – This Agreement shall be Unilateral, whereas, the 1st Party shall have sole ownership of the project completed with the 2nd Party being prohibited from disclosing confidential and proprietary information that is to be released by the 1st Party to provide the required service/product.
2. DEFINITION. For this Agreement, the term "Confidential Information" shall include, but not be limited to, project details, initial require- ments, a timeline of completion, during-process discussion, financial statements, customers or users, payment process, documentation, and correspondences that have not otherwise been made publicly available.

However, Confidential Information does not include:

*+1 (279) 205-3880*

[*info@logocraving.com*](mailto:info@logocraving.com)[*www.logocraving.com*](http://www.logocraving.com/)

*201 E Center St Anaheim, CA 92805*





1. Information generally available to the public;
2. Widely used tools and freely available software;
3. Information rightfully in the possession of the Parties before signing this Agreement; and
4. Information independently developed without the use of any of the provided Confidential Information.
5. OBLIGATIONS. The obligations of the Parties shall be to hold and maintain the Confidential Information in the strictest of confidence at all times and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a “need to know” basis. If any such Confidential Information shall reach a third (3rd) party or become public, all liability will be on the Party that is responsible. Neither Party shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any materials to the Requesting Party within days.

This Section shall not apply to the 1st Party if this Agreement is Unilateral as marked in Section II.

1. TIME PERIOD. The bounded Party’s(ies’) duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.
2. RELATIONSHIP. The Parties agree that there is no such statement in this Agreement that suggests any Party is an employee, partner, or that the delivered project is a joint venture. All ownership interests, if any, shall be stated in a separate agreement.

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1. INTEGRATION. This Agreement expresses the complete understanding of the Parties concerning the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowl- edgement of the Parties.
2. ENFORCEMENT. The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The harmed party shall be entitled to all remedies available at law.
3. REVISION. After 30 days has passed to the delivery of service or order, no request for revision will be addressed.
4. COMPLIANCE. Any issues faced during or after the completion of the project will be undertaken by the compliance department and solved in an allocated time depending on the state of the problem.

Client’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_





*Signature / Stamp*



**I**

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# TERMS AND CONDITIONS

Logo Craving owns and controls this website and all the contents present on it as an online service.

The below are terms of a legally binding agreement including Logo Craving, "Website," and you hereafter. In encrypting, reading and using this site, you acknowledge that you have read, comprehended and agreed to abide by the following provisions and to conform to all rules and regulations that apply. If you do not wish to abide by these terms then refrain from using this website. It may include other exclusive notes and copyright information, the aspects of which should be respected and enforced. Information could be technically wrong or have inaccuracy on this website. Be aware that the site may at any time revise these terms at its sole discretion and without notice.

ESSENCE OF THIS SITE

This site is a forum for individuals or entities in need of graphic design and digital marketing services.

It purely tries to connect these customers to multiple professional designers and developers who work with Site.

ACCESSIBILITY TO THIS WEBSITE

To enter this platform, you must enroll as a Customer utilizing the Site's sign-up form. Upon obtaining entry, you may need to submit additional details and attach resources to your account if you want to position orders. All details surrounding the registration should be correct and valid. You have no permission to use this web site— The Site can disable your account at any time and refuse you any of its services.

ORDER DETAILS

Once you request an order, the Server may attempt to link your order to a respective professional. There is no assurance that the application would have a specific expert identified and appointed to it. Your order shall not intrude third-party privileges, especially copyrights, legal

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rights, logos and a registered trademark, etc. You should not send any order that is indecent, lewd, defamatory, factually inaccurate or otherwise derogatory.

CONTENT SUBMISSION TO THE CLIENT

After fulfilment of the order, it will be uploaded to the customer's account for analysis The customer may approve the order or require a modification

The customer can only deny the order after minimum one appeal for modification

Once the client approves the order, resources equivalent to the expense of the request should be deducted from the account of the client

If the customer will not approve, demand a correction or deny the order following the most recent delivery within 72 hours (or the approval time specified in the customer's account), the order will be instantly approved and the stated at cost will be deducted from the customer's account.

CLIENT’S AUTHORITY OVER THE ACCEPTED WORK

The customer does not have the control or possession of the work till they have approved the request via the web app and the resources for the request are withdrawn.

Once approved, the client shall have the freedom to conduct, view, replicate, transmit, develop intellectual property and market the supplied and licensed material in every form of media, including but not limited to Worldwide, display and or electronic media.

TRADEMARKS

Trademarks, service names, templates, and icons used that is used on this website are trademarks of Logo Craving. Licensed and unregistered. other brands, service marks, and trade names. Nothing on this page can be viewed as providing some permission or privilege to use any

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trademark or other intellectual property without direct written authorization from the Server, including the term Logo Craving shown on this page.

LIMITED LIABILITY

In no conditions shall site or any of its ancestors, descendants, parents, associates, associations, coaches, managers, administration, owners, customers, staff, officials, members, lawyers and their respective heirs, successors and assigns be accountable for all damages, whether general, incidental, punitive, exceptional, consequential or extraordinary damages which directly or indirectly effect from the usage of, or the impossibility to use, this website or the details found on this website or accessed through the usage of this website, or for viruses suspected to have been accessed from the website, regardless though site has been warned of the risk of these injuries. In no case should it or any of its ancestors, descendants, guardians, associates, sponsors, coaches, officers, directors, owners, creditors, staff, officers, associates and the corresponding parents, heirs and subordinates’ interest of every liability. Total liability devolves to you for the damages, losses, and causes of action whether in contract, offence (included, if not limited, negligence) or that exceeding $1. Does not require the omission of implicit assurance in which circumstances of the above exemption do not extend to the consumers.

AMENDMENTS FOR THE LOSS

You therefore immunize, protect and keep harmless Site and all its ancestors, descendants, parents, associates, sponsors, managers, staff, owners, creditors, investors, workers, members, representatives and lawyers and their respective relatives, spouses and subordinates (collectively, the "Indemnified Parties") towards and against any liabilities and expenses, including, beyond restriction, any liabilities, expenses fair attorney's costs, paid by the immune from prosecution parties in conjunction with any allegation resulting by or related to any violation by you in this agreement or the assurances, guarantees and contractual obligations you have rendered by subscribing to the conditions of this agreement. When defending any other argument, you shall comply as thoroughly as fairly necessary. The site retains the right to exercise, at its own cost, the sole protection and regulation over any matter which is subject to reimbursement from you.

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