TERMS AND CONDITIONS OF SERVICE
Bespoke CardioWall® Graphic Designs

The following Terms and Conditions of Service apply to the creation of a bespoke CardioWall graphic design (hereinafter called the “Artwork”) provided by Rugged Interactive.

The word “Client” in this document is referring to the individual or company requiring the Artwork. The word “Designer” is referring to the designer at Rugged Interactive who will be producing the Artwork for the Client.

The Designer will carry out the work, on the understanding that the Client has agreed to Rugged Interactive’s Terms and Conditions of Service.

1. **Scope of Work:** The Designer will create an Artwork for the Client, which will be used to form the front graphics panels of the Client’s CardioWall. The Designer will interpret the Client’s brief as discussed in previous conversations to provide the best possible result. Charges for the Artwork do not cover the release of copyright design files including PSD, AI or any other source files.

2. **Fundamental Requirements:** All Client concepts, ideas, graphics and, if possible, any branding guidelines must be communicated to the Designer before the start of production in order to be considered during the design process. Graphics provided by the Client, such as logos, text elements and images, should be supplied as vector files (e.g. AI, EPS or PDF) to ensure no-bitmapping or blurring occurs. If only raster files can be provided (e.g. JPEG or PNG) Rugged Interactive cannot guarantee a sharp, high quality image on the Artwork. A design proof of the Artwork will be sent to the Client for approval before print. The Client must own all graphic elements that they provide, or have written permission to use them. Rugged Interactive will maintain the confidentiality of all the business information the Client provides.

3. **Timeframe:** The Designer will have the relevant experience and necessary skill to complete the Artwork and will do it all in a professional and timely manner. The first proofs for the Artwork will be completed within 10 working days; starting on the day the Client communicates all concepts, ideas and additional graphics; such as logos, text elements and images to the Designer.

4. **Copyright:** Copyright is retained by Rugged Interactive on all design work including words, pictures, ideas, visuals and illustrations, unless specifically released in writing.

5. **Ownership:** All designs remain the property of Rugged Interactive, unless agreed in writing that this arrangement has been changed. Rugged Interactive reserve the right to display and link a Client’s Artwork as part of their growing portfolio; as promotional material, use in publications and submission to online galleries, unless agreed in writing that this arrangement has been changed.

6. **Artwork Elements and Constraints:** Logos, text and other graphics cannot be scaled, warped or skewed in any way – they must maintain original size and shape. Logo, text and other graphics positioning are at the Designer’s discretion, although the Designer will endeavour to retain consistency throughout all artworks. The Designer will endeavour to avoid placing any logo, text and other graphics on to a two-colour patterned background, which may impair readability. The Designer will endeavour to ensure all logos; text and other graphics remain clear and legible. Any CardioWall Artwork must include:

   (a) The “RI Approved” logo.

   (b) The “Rugged Interactive” logo. The website address: www.rugged-interactive.co.uk is favoured but not obligatory. It is favoured that the “Rugged Interactive” logo and website address remains white, providing the text remains clear and legible.
(c) The product logo: one of “CardioWall” / “CardioWall Compact” / “FreeStyle” / “FreeStyle Duo” / “TrailBlazer” / etc. These must maintain original size, shape and colour, providing they remain clear and legible.

(d) A “Caution” message. It is favoured that the “Caution” message remains white, providing the text remains clear and legible.

(e) Correct Program and Menu labels. (These vary for the different CardioWall settings and products.) The labels font styles can be changed, but only on request of the Client or at the Designer’s discretion, providing Rugged Interactive has approved it.

(f) The “Tick,” “Up” and “Down” symbols (excluding Sensory CardioWalls, FreeStyle and TrailBlazer). The symbols must not deviate from their original position. They cannot be scaled, warped or skewed in any way - they must maintain original size, shape and colour.

(g) Distributor logos; subject to their own branding guidelines.

7. **Client Elements**: The Designer will maintain the original shape and colours of all graphic elements that the Client provides, including logos, text elements and images, unless discussed otherwise. The Designer will endeavour to maintain sufficient contrast between the Client’s graphic elements and the Artwork background in order to maintain a sharp, crisp and legible Artwork. The Designer will endeavour to not place any Client’s graphic elements on two-colour or pattern backgrounds to ensure readability. The Designer will endeavour to follow any branding guidelines that the Client provides.

8. **Feedback and Modifications**: This project includes revisions, providing the work is within the Scope of Work and the Client’s brief as discussed in previous conversations. Anything exceeding this will result in a redefinition of the project Scope of Work and Time Frame. Rugged Interactive can decline, or charge added fees for this service. When feedback is needed, the Client must respond in writing via email. Delays in feedback may push back the established Time Frame. The Designer will not work with Client-modified versions of their work nor does the Client have the right to change elements of the final Artwork after approval. This includes colour, typography and layout. If the Client requests an Artwork, against the Designer’s proposals, the Client will be asked to sign a design proof. Thereafter, the Client agrees that they will not hold the Designer responsible for any liability caused. Additionally, Rugged Interactive can decline, or charge added fees for additional revisions.

9. **Warrant of Originality**: To the best of their knowledge, all work that the Designer creates will be original and will not have been previously published. If any assets that have been previously created are used, the Designer will have obtained the right to use them on an unlimited basis.

10. **Agreement**: A document containing the above Terms and Conditions of Service will be accessible on the Rugged Interactive website and will be supplied via email to the Client if requested. Acceptance of any Artwork should be stated in an email reply.