

## SATISFACTION POLICY. TERMINATION AND REFUND POLICY.

**All creative computer graphic design and architectural/interior/product design support services that ARCH 3D provides are Custom-Translated, Custom-Configured, and then Custom-Tailored according to Client's unique needs, thus absolutely no refunds apply when we have reached progress on your project and/or Client has breached service agreement with us, and/or infringed our Copyright or Ownership rights. However, if you follow our agreement and provide your comments timely leaving us enough time to address your comments, and do not switch to a different provider in the middle of a project, then you will be more than pleased with our service.**

1. If you do not see first draft from ARCH 3D within (7) business days you may request full refund of your retainer on the 8<sup>TH</sup> business day. After 8 days period, if a cancellation/termination by Client prior to delivery date happens, the guarantee does not apply and delivery method automatically transforms into delivery in a form of up-to-date results made already available on the project webpage created for the Client, even if they not fully complete. In other words, by terminating a particular project Client agrees to accept all the results available at this time on the webpage for Client's project and the project as fully complete. This is since preliminary results can easily be used for reaching client goals and/or as design study. Any preliminary results are digital artworks by themselves and since they made available to Client as powerful tool to make revisions, design study, and to keep feedback with us, it's impossible for ARCH 3D to monitor in what ways Client does use available results and at what stage they more or less have helped to achieve Client's goals. If you not fully happy with progress results you may request extra revision(s), however number of revisions has to be reasonable and you should prepare your revision carefully and submit them all at once and not as individual small comments, and preferably in writing. To qualify for extra revisions Client has to perform under this agreement. Note: Some of the timeframes listed here obviously will not apply to some of the rush turnaround projects when specific delivery date requested. In such cases Client may indicate when exactly the first draft has to be available.
2. Customer has to supply ARCH 3D within no more then ( 30 ) calendar days with clear comments in writing regarding what kind of updates supposed to be addressed with respect to the scope of work both parties had agreed upon and specific stage of working process. Exceptions as far as waiting time extensions can be made only to existing clients and at ARCH 3D sole discretion.
3. The guarantee will expire and not apply after ARCH 3D has made already the final delivery and final results had been approved, accepted, requested by Client or its representative in writing by e-mail or fax and delivered to Client via any above mentioned delivery method, such as either compiled digital image file or hardcopies/printouts or other formats.
4. The guarantee is void, if Client requests for extra changes outside of initial scope of work (crucial design changes requested or additional views needed, or viewpoint correction required after viewpoint has been already finalized during earlier production steps) and reasonable timeframes of ( 30 ) calendar days have passed new agreement or addendum will be required to be issued and reasonable additional fee to resume current project in question or "next phase sub-project" may apply, unless otherwise decided by Concept Visualization.
5. When project reaches Complete status and Client has approved and accepted the final results at screen resolution we will deliver to you final results by making large size file available for download on your project's webpage. If Client terminates the project either by letting us know about the termination or by ignoring our requests to make next revision and submitting comments or just disappearing for more then (30) calendar days, then project loses good-standing status and automatically considered fully complete, unless Client provides sufficient proof of being unable to get in touch regarding further comments on this project. No high resolution and/or large size files or printouts will be produced or required to be produced and delivered in case of non-performing under this agreement by Client.
6. If Client has received our proof and has not provided next comments when number of available revisions allows or "as is" approval timely, then downloading project's results from the assigned web page, electronic delivery web link or e-mail attachment will be considered final delivery and automatically will complete the project and ordered package of service items.
7. Minor alterations to the environment (final stage) or color adjustment required as a result of obvious mistake by ARCH 3D will be provided at no extra charge, when requested within 10 days after the delivery.

## TERMINATION AND REFUND POLICY.

- a. By You. If you do not see first draft from ARCH 3D after (7) business days you may request full refund of your retainer on the 8<sup>TH</sup> business day.
- b. By Us. We may terminate this Agreement or any part of the ARCH 3D services at any time in the event you breach any obligation hereunder, fail to respond within (30) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 3 of this Agreement, if we determine in our sole discretion that you have violated the ARCH 3D Acceptable Use Policy or upon (30) days prior written notice, if we terminate or significantly alter a product or service offering.
- c. Effect of Termination. After 8 days period, if a cancellation/termination by Client prior to delivery date happens, the satisfaction guarantee does not apply and delivery method automatically transforms into delivery in a form of up-to-

date results made already available on the project webpage created for the Client, even if they are not fully complete. In other words, by terminating a particular project Client agrees to accept all the results available at this time on the webpage for Client's project and the project as fully complete. This is since preliminary results can easily be used for reaching client goals and/or as design study. Any preliminary results are digital artworks by themselves and since they made available to Client as powerful tool to make revisions, design study, and to keep feedback with us, it's impossible for ARCH 3D to monitor in what ways Client does use available results and at what stage they more or less have helped to achieve Client's goals. If you not fully happy with progress results you may request extra revision(s), however number of revisions has to be reasonable and you should prepare your revision carefully and submit them all at once and not as individual small comments, and preferably in writing. To qualify for extra revisions Client has to perform under this agreement. Note: Some of the timeframes listed here obviously will not apply to some of the rush turnaround projects when specific delivery date requested. In such cases Client may indicate when exactly the first draft has to be available.

d. Timely Responses. Customer has to supply ARCH 3D within no more then ( 30 ) calendar days with clear comments in writing regarding what kind of updates supposed to be addressed with respect to the scope of work both parties had agreed upon and specific stage of working process. Exceptions as far as waiting time extensions can be made only to existing clients and at ARCH 3D sole discretion. When project reaches Complete status and Client has approved and accepted the final results at screen resolution we will deliver to you final results by making file in large size available for download on client's project webpage. If Client terminates the project either by letting us know about the termination, or not responding to our requests to make next revision and provide comments, if we do not hear from client for more then (30) calendar days, then project loses good-standing status and automatically considered fully complete, unless Client provides sufficient proof of being unable to get in touch regarding further comments on this project. No high resolution and/or large size files or printouts will be produced or required to be produced and delivered in case of non-performing under this agreement by Client.

e. Effect of Termination of Bundled Services. If you purchase ARCH 3D services which are sold together as part of a "bundled" package of services, any termination relating to such package will terminate all service items included in such bundle. Upon the effective date of termination, ARCH 3D will no longer provide the bundled services to you, any licenses granted you shall immediately terminate, and you shall cease using such services immediately; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services.

**All correspondence in regards to providing final comments has to be submitted in writing over the e-mail, or facsimile, or traditional/express/messenger service. All correspondence in regards to terminating a project, or asking to postpone it, or asking for an exchange of service item for an alternative, must be send by Certified/Registered mail with return receipt, or Express mail with a tracking number, or Courier/Messenger service.**

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