

Mark Santos Multimedia

Terms & Conditions

The following Terms and Conditions is entered into January 1, 2020 (the Effective Date”), by and between Mark Angelo P. Santos, with an address of B4 L4 New York St. Citilane Subd. Malagasang 2F, Imus, Cavite (the “Principal”), and his clients.

All work is conducted by Mark Santos Multimedia on the understanding that the client has agreed with the terms and conditions.

Project Acceptance

- (1) The multimedia artist has the full rights to decide on what project he deems worthy to work on. Mark Santos has the rights to reject any project that has messages, undertones, or purposes that do not align to his personal philosophy & morals. Projects with the following messages are automatically rejected:
 - a. Offensive messages towards a minority group.
 - b. Racist remarks against a particular race.
 - c. Sexist remarks regardless of gender.
 - d. Messages with hateful & discriminatory contexts.
 - e. Promotion of illegal behavior.
- (2) Mark Santos has the rights to reject any project that may involve any skills that are beyond his capabilities & skillset.
- (3) The project will be officially accepted & valid once the client & Mark Santos has come into full conversation with one another; meaning, the client has sent a message with complete details, and Mark Santos has replied with a message that confirms the transaction. Project acceptance from non-official Mark Santos social media will not be valid. Only confirmations coming from these mediums / platforms shall be accepted:
 - a. **Email** (marksantosmusic@gmail.com / itsmarksantos@gmail.com)
 - b. **Facebook Messenger** (www.facebook.com/marksantosmusic)
 - c. **Twitter** (www.twitter.com/marksantosmusic)
 - d. **Mobile** (+63 915 563 8595)
 - e. Physical / IRL Conversation with Written Proof (Notes, etc.)

Concept

- (1) The client is obliged to send a written document (whether text, video, audio, or image) to describe exactly what they want to be done in the project. Precise explanation of the project is highly encouraged, which can be achieved through providing specific details & instructions; the more detailed the document is, the better. Furthermore, the following documents are highly encouraged to be sent:
 - a. Written explanation with as much detail as possible
 - b. Reference materials (other works that have similar feel)
 - c. Visual aids (e.g., sketches, storyboards, charts, etc.)
 - d. Potential resources needed for the project (e.g., company logos, sound effects, background music, footage, etc.)
 - e. The objective/output of the project (e.g., one .mp4 video; three .mp3 audio files; two A4-Sized documents).
- (2) The client is also obligated to answer any inquiry given by the multimedia artist regarding the project as soon as possible, to maintain the integrity & accuracy of the work. Mark Santos is not liable for damages if there are any sort of detail that are not added to the work due to the lack of response from the client; more can be read in the “Changes and Revisions / Design Charges” section.

Process / Source Files

- (1) Mark Santos is obliged to send a report to the client at least once every two days regarding progress on the project. The report will include written details & screenshots/samples of the works-in-progress. Details on any sort of inconvenience (e.g., power failure, lack of internet, art-block, etc.) are also required to be reported to the client.
- (2) The client is required to give instructions regarding the resources / source files that can/cannot be used for the project. If the project is used only for personal, commentary, critical, educational, & parodical purposes, then Mark Santos shall employ using copyrighted work as part of the project. However, if the project is used for purposes such as advertising, business, entrepreneurship, and other purposes that include income, then the multimedia artist is obliged to use non-copyrightable works (unless if the client owns rights to use the copyrighted work). Mark Santos will not be liable for any damages for using copyrighted works in projects. Liabilities shall fall in the hands of the client, as they are the ones to provide instructions & hold the intentions behind posting / reproducing the project.
- (3) The client is highly encouraged to read more about [Fair Use & Copyright Law](#) in their respective region.

Changes and Revisions / Design Charges

- (1) Costs for projects made by Mark Santos Multimedia varies. The cost of the project depends on:
 - a. The amount of time a project demand (e.g., the more time spent by the multimedia artist on the project, the higher the cost).
 - b. The intricacy of the project (e.g., the amount of detail corresponds to increased time of work).
 - c. The deadline set for the project (e.g., the shorter the deadline, the more focus, energy, & time is required for the multimedia artist to invest).
 - d. The intentions/purposes of the project (e.g., projects that shall be used for advertising/corporate purposes cost more than that of personal projects.)
 - e. The output medium (e.g., videos, audios, design, 3D, animation, etc.)
 - f. The amount of output required (e.g., how many files do I need to send?)
- (2) Negotiations regarding the design charges can be done via communication with the provided platforms mentioned in the second rule under “Project Acceptance.”
 - a. For music projects, please refer to the “[Mark Santos Music Commission Sheet](#)” for more details.
 - b. For other multimedia projects, the minimum rate shall be in accordance with the current minimum wage of the Philippines (National Capital Region), rounded at around **₱600** per project.
- (3) Clients are obliged to provide instructions regarding changes & revisions as soon as possible. Any changes/revisions will cost at least 20% of the original commission price; the cost of change/revisions are subject to increase depending on the amount of work that needs to be done.

Payment

- (1) The client is required to pay the multimedia artist a down-payment of 50% of the design charge before the project begins (e.g., if the project costs ₱1,000, the client is required to pay ₱500 first before the project begins). If the client isn't able to provide a down-payment, the project will not begin.
- (2) Provided that the project is superbly finished & accounted for by the multimedia artist, the client shall release the remaining balance for the payment as soon as possible. A grace period of one (1) week shall be given to the client to send the other half of the payment; if the client is not able to provide the payment, they are banned from any further commissions or collaborations with the multimedia artist.

- (3) If Mark Santos does not produce any sizeable, good outputs, or if he does not update the client for more than a week after accepting the project, he is required to return the down-payment & refuse the full payment. Mark Santos shall be held accountable for damages caused by being irresponsible.

Payment Modes

- (1) Payment shall be made through either online or offline methods of payment. For online modes of payment, Mark Santos Multimedia's payment sites are as follows:
 - a. PayPal: <http://paypal.me/marksantosmusic>
 - b. GCash: 0915 563 8595 ("Mark S")
 - c. Western Union Money Transfer (Request for Details)
 - d. Cebuana Lhuillier Money Transfer (Request for Details)
- (2) Offline mode of payment only applies for clients living in the Philippines, specifically those located in the Greater Manila Area (Metro Manila, Bulacan, Cavite, Laguna, Rizal). Meet-ups shall be organized & negotiated in full-detail.

Ownership / Design Credit

- (1) During the production phase, Mark Santos owns all the rights to the project— the copyright, rights to reproduce, rights to sell, etc. Transfer of full ownership of the project to the client will only occur once Mark Santos has received the full payment.
- (2) When full ownership has been transferred, design credit is no longer mandatory or required— but it would be highly appreciated by the multimedia artist.
- (3) Mark Santos Multimedia has the rights to save & upload the projects to his portfolio page. It can be removed per the request of the client.

Watermark

- (1) Any drafts/work-in-progress screenshots of the projects shall be sent with a watermark to avoid plagiarism. For visual-related media, it will be a gray diagonal text that includes my name & the date the image was taken. For audio-related media, it will be a voice stating my name in a silent manner.
- (2) Removal of watermarks for the sake of being able to see/hear the artwork clearer will be considered.

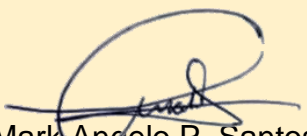
Cancellation/Disapproved Projects

- (1) Any cancellation during the production phase of the project should be communicated as soon as possible. **Mark Santos Multimedia will not refund the down-payment given after one hour of the production phase.** That is to ensure that he is able to get paid for a sizeable amount of work done.
- (2) The client is required to not pay the full amount of payment after cancelling the project. To reiterate, Mark Santos Multimedia does not have the obligation to refund the down-payment paid after an hour in the production phase.
- (3) Disapproving quality projects that are already finished, with a sizeable amount of work & effort done require the client to pay 80% of the negotiated rate for the project. Mark Santos Multimedia shall not transfer ownership of the project to the client if it has been disapproved; Mark Santos will still own the rights of ownership to the project and will have the rights to take down the work if still used by the client.

Output

- (1) Mark Santos Multimedia ensures that only quality & high-effort outputs that break the mold are produced. Any projects that are poorly done & half-baked in Mark Santos's standards are subject to full refunds to the client.
- (2) Multiple filetypes are supported for outputs of the project. The following are the supported filetypes that can be outputted:
 - a. Video files (.mp4, .mkv, .mov, .avi, & .flv)
 - b. Image files (.jpg, .png, .gif, .tiff, .cr2, etc.)
 - c. Audio files (.mp3 & .wav)
 - d. Document files (.docx, .pdf, .txt, .ppt, .xlsx, etc.)
 - e. Project files (.prproj, .aep, .psd, .sesx, .ai, .indd)
- (3) There are certain limitations to what can be outputted for each medium, due to hardware limitations. Limitations include:
 - a. Video files cannot exceed 1080p resolution (1920x1080).
 - b. Any output whose file size exceeds 10 GB.

Effective January 1, 2020. Signed & approved by:



Mark Angelo P. Santos

Mark Santos Multimedia