

# Terms of Service

**Effective Date:** [YYYY-MM-DD]

These Terms of Service (the “**Terms**”) are a legally binding agreement between **Seraph Ventures LLC dba Mementiq**, a New Mexico limited liability company (“**Company**,” “**we**,” “**us**,” or “**our**”), and the individual or entity that accesses or uses our private video editing services (“**Client**,” “**you**”). By creating an account, placing an order, uploading content, or otherwise using the Services, you agree to these Terms. If you do not agree, do not use the Services.

**Related policies:** Our **Privacy Policy** is incorporated by reference. In case of a conflict between the Terms and the Privacy Policy about how we handle personal data, the Privacy Policy controls; otherwise, these Terms control.

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## 1) Eligibility & Account

- **18+ only.** The Services are intended for **adults (18+)**. By using the Services, you represent that you are at least 18 years old and have the legal capacity to enter into these Terms.
  - **Account registration.** You agree to provide **accurate, current, and complete** information and to keep it updated. One account per person or entity; you may not impersonate others or misrepresent affiliation.
  - **Account security.** You are responsible for **safeguarding your credentials** and for all activity under your account. **Do not share** your password or allow unauthorized use. Notify us **immediately** at [mementiq@seraphventures.net](mailto:mementiq@seraphventures.net) if you suspect unauthorized access.
  - **Business users.** If you use the Services on behalf of a business, you represent that you have authority to bind that business, and “you” includes that business.
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## 2) The Services; Non-Public Editing Model

- **Private editing workflow.** Our Services involve private intake of your video assets, assignment to Company personnel or independent contractor editors, offline/secure

editing, and delivery of edited outputs back to you. We do **not** publicly host or publish your videos.

- **No vetting / no publication control.** We do not pre-screen, review, approve, or endorse Client Content before editing, and we do not control where you publish finished work. You are solely responsible for obtaining all permissions and for your downstream publication or distribution decisions. For third-party materials and licensing responsibilities, **see §4.3**.
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### 3) Definitions

- **“Client Content”** means the footage, audio, images, scripts, captions, project files, metadata, and instructions you submit.
  - **“Edited Output”** means the deliverables we produce from Client Content according to your instructions.
  - **“Third-Party Materials”** means content not owned by you or Company (for example, stock footage, music, fonts, templates, plug-ins, libraries, or other licensed assets).
  - **“Program”** means the optional **Research, Development & Curated Dataset Program** described in Section 9.
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### 4) Ownership; Licenses

#### 4.1 Ownership

- As between you and Company, **you own Client Content**.
- Upon full payment, delivery and compliance with these Terms, Company **assigns to you** all right, title, and interest it may have in the **Edited Output**, excluding Company **Background IP** and any third-party materials. Company retains all rights in its Background IP and grants you a **non-exclusive, perpetual, worldwide, royalty-free license** to use Background IP **as embedded** in the Edited Output (not separately).

#### 4.2 License to perform the Services

You grant Company and its personnel (including independent contractor editors) a **non-exclusive, worldwide, royalty-free license** to host, copy, transcode, edit, create derivative works from, and otherwise process Client Content **solely to provide the Services** and deliver the Edited Output. This license ends when Services are completed and the retention periods in the **Privacy Policy** expire, except as required by law.

### 4.3 Third-Party Materials & rights clearance

- **No procurement or clearance.** Neither Company nor its editors purchase, license, clear, or otherwise procure **Third-Party Materials** or rights for you. We do **not** provide legal advice or rights-clearance services.
- **Client responsibility.** You are **solely responsible** for securing and maintaining all rights, permissions, releases, and licenses for any Third-Party Materials and publicity/likeness rights **included at your request or direction**, and for your intended exploitation of the Edited Output.
- **No duty to police; independent contractors.** Editors are independent contractors and are **not authorized to bind Company**. We do **not** monitor or verify licensing for Third-Party Materials and have **no obligation** to do so. Inclusion of any Third-Party Materials at your request does **not** create any warranty or obligation by Company regarding rights sufficiency.
- **Risk allocation & indemnity.** To the fullest extent permitted by law, you **assume responsibility** for claims arising from your requested inclusion or use of Third-Party Materials or specific content (including copyrighted songs or clips). **Without limiting §15**, you will **defend, indemnify, and hold harmless** Company and its personnel from any claims, damages, takedowns, costs, or liabilities arising from such requests or materials.
- **Right to decline.** We may decline instructions or materials that appear unlawful, improperly licensed, or unsafe.

### 4.4 Third-party materials in Edited Output

Any Third-Party Materials incorporated in the Edited Output remain subject to their own license terms. **You are responsible** for complying with those terms, including any attribution, scope, or usage restrictions.

## 5) Optional Showcase (Opt-In)

With your permission, we may include final **Edited Outputs** (not raw uploads) in our portfolio (website, social channels, case studies, award entries, or new-client pitches).

- **Opt-in only.** This is off by default and requires your clear opt-in at checkout/upload. If you don't opt in, we won't showcase your work.
  - **Scope.** Non-exclusive, worldwide, royalty-free right to display the Edited Output solely for the above purposes. Company may make **light, non-substantive formatting** adjustments (resizing, compression, tasteful watermarks) to suit display contexts; no creative changes.
  - **Likeness & releases.** By opting in, you agree that any names/likenesses that appear in the Edited Output may be shown for the limited showcase purpose and you **represent and warrant** that you have obtained all necessary permissions/releases from other identifiable people featured. On request, we may apply redactions or seek additional releases.
  - **Withdrawal.** You may withdraw at any time via [mementiq@seraphventures.net](mailto:mementiq@seraphventures.net). We will cease new uses and remove the piece from active showcases within a reasonable period (this does not require recall of printed materials or past award submissions).
  - **Editors' portfolios.** Editors do **not** have independent portfolio rights under these Terms. Any editor display would require your separate written approval.
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## 6) Prohibited Content & Conduct

You agree **not** to submit or request edits to content that is illegal or violates rights of others, including:

- **CSAM/child endangerment;** sexual/suggestive content involving anyone under 18; non-consensual intimate imagery; sexual exploitation.
- **Infringing content** (copyright/trademark), counterfeit or pirated materials.
- **Unlawful surveillance, doxxing, or highly sensitive personal data** without lawful basis and consent.
- **Hate speech** intended to threaten or incite violence; credible threats; harassment and stalking.
- **Malware or security threats.**

We may **pause or terminate** work, remove materials from our systems, and **report** suspected illegal content to NCMEC or law enforcement as required by law.

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## 7) Your responsibilities; warranties

You represent and warrant that:

1. You have and will maintain all **rights, licenses, permissions, and releases** necessary for us to perform the Services and deliver the Edited Output, **including for any Third-Party Materials included at your request or direction**; you further acknowledge that **Company does not perform rights clearance** and relies on your confirmations.
2. Client Content and your instructions will **not** violate law or third-party rights, including **copyright, trademark, publicity, privacy, or defamation** laws, and will not require handling of illegal content.
3. You are solely responsible for where and how the Edited Output is used or published, and for any required notices, attribution, or license compliance.
4. You will maintain **backup copies** of Client Content and deliverables; the Services are not a backup or archival service.

If we receive a claim or takedown related to your Client Content, your instructions, or materials you directed us to include, we may pause work, remove materials from our systems, and request your prompt cooperation to resolve the issue.

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## 8) Payment; Taxes; Refunds

- **Fees.** You agree to pay the fees quoted or otherwise presented at order/checkout, plus applicable taxes. Prices are in U.S. dollars unless stated otherwise.
- **Payment processor (Stripe).** We use **Stripe** to process payments. By paying, you agree to **Stripe's Services Agreement and Privacy Policy**. Stripe processes and stores your payment credentials; we do not store full card numbers.
- **Authorization & accuracy.** You authorize us (and Stripe) to charge your payment method for the Services you select, including applicable taxes and one-time and recurring charges. You agree to maintain accurate billing information and sufficient

funds.

- **Corrections.** We may correct, or instruct Stripe to correct, any billing errors or mistakes, **even if payment has already posted.**
- **Chargebacks.** If you dispute a charge, **contact us first** at [mementiq@seraphventures.net](mailto:mementiq@seraphventures.net). We may **dispute unfounded chargebacks** and may suspend or terminate accounts involved in payment fraud or abuse. You are responsible for **bank fees, currency exchange fees, and taxes** associated with your transactions.
- **Refunds.** Unless required by law, **fees are non-refundable** once editing work has commenced. If we cannot complete a project due to our fault, we may, in our discretion, issue a partial or full refund.

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## 9) Optional Research, Development & Curated Dataset Program (Opt-In)

With your permission, we may use **Client Content and/or Edited Outputs** to help **train, fine-tune, evaluate, and improve** our editing systems. In limited cases, we may make **curated, de-identified datasets** available to trusted research partners for similar improvement purposes under strict agreements, which may include **licensing or sale** of such datasets.

- **Controller role & consent.** Participation is **off by default** and requires your explicit consent. For this Program, Company acts as an **independent controller/business** of the data used, as described in the Privacy Policy.
- **License for Program.** If you opt in, you grant Company a **non-exclusive, worldwide, royalty-free license** to use, reproduce, create derivative works from, and process Client Content and Edited Outputs for the Program purposes. You may **withdraw** at any time; we will stop future use and remove your content from corpora going forward. **Learned model parameters may not be reversible.** We will not newly share datasets including your content after withdrawal and will request deletion from prior recipients where feasible.
- **Partner protections.** Any partners receiving curated, de-identified datasets are bound by agreements limiting use to model development/evaluation and **prohibiting re-identification, advertising uses, or onward resale**, and requiring appropriate security. We publicly commit not to re-identify de-identified

data.

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## 10) Storage; Delivery; Deletion

- **Delivery.** We will deliver Edited Outputs via download link or other reasonable means. You are responsible for promptly downloading and safekeeping deliverables.
  - **Retention.** We retain Client Content and Edited Outputs consistent with our **Privacy Policy**. If you do not opt into the Program, we delete Client Content after the standard window; if you opt in, we may retain copies for Program purposes subject to withdrawal and retention limits.
  - **No archival service.** We may purge files following delivery or expiration of retention windows. Maintain your own backups.
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## 11) DMCA & Repeat Infringer Policy

We respect intellectual property rights and respond to notices under the **Digital Millennium Copyright Act (17 U.S.C. §512)**. This section applies **only to content we host or control** (e.g., materials on our websites/social channels or files stored on our systems at a client's direction).

- **Notices.** Send DMCA notices with the elements of §512(c)(3) to:  
[mementiq@seraphventures.net](mailto:mementiq@seraphventures.net)
- **Counter-notices.** If material was removed by mistake or misidentification, you may submit a counter-notice under §512(g).
- **Repeat infringers.** We may suspend/terminate accounts of repeat infringers and remove allegedly infringing material.

We don't adjudicate licensing disputes between clients and third parties; we act on facially valid notices for content we host.

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## 12) Confidentiality

We will treat Client Content as **confidential** and will not disclose it except to perform the Services, comply with law, or as otherwise permitted by these Terms and the Privacy Policy. Our personnel and contractors are bound by confidentiality obligations. Confidentiality does not apply to information that is or becomes public through no fault of ours, was lawfully known to us before receipt, is independently developed without reference to your information, or is rightfully received from a third party without confidentiality obligations.

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## 13) Disclaimers

The Services and Edited Outputs are provided “**as is**” and “**as available.**” To the maximum extent permitted by law, we disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do **not** provide legal advice or rights-clearance services and we do **not** warrant that the Edited Output will be free of third-party claims or compliant with your intended use; **you are solely responsible** for obtaining all necessary rights and approvals.

Without limiting the foregoing, we do **not** warrant that the Services will be **uninterrupted, timely, secure, or error-free**, or that defects will be corrected. Certain features may rely on **third-party services** (e.g., cloud hosting, storage, payment processing, integrations). We are **not responsible** for unavailability, limitations, or performance issues caused by third-party services, networks, or providers.

Some jurisdictions do not allow the exclusion of certain warranties; to that extent, the above exclusions may not apply to you.

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## 14) Limitation of Liability

To the maximum extent permitted by law, neither Company nor its officers, employees, or contractors will be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or any loss of profits, revenue, goodwill, or data, arising out of or related to the Services or these Terms, even if advised of the possibility of such damages.

Our total liability for all claims arising out of or related to the Services or these Terms will not exceed the amounts you paid to Company for the Services that gave rise to the claim in the 12 months preceding the event giving rise to liability or \$100, whichever is greater. Some jurisdictions do not allow certain limitations; these limits apply to the maximum extent permitted by law.



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## 15) Indemnification

You will **defend, indemnify, and hold harmless** Company and its officers, employees, and contractors from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client Content or your publication/distribution of Edited Outputs; (b) your breach of these Terms or applicable law; (c) your violation of third-party rights (including IP, publicity, or privacy rights); or (d) your participation in the Program, including the absence of required permissions/releases. We may choose to participate in the defense with counsel of our choice at our expense.

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## 16) Suspension; Termination

We may suspend or terminate the Services or your account with or without cause, including for non-payment, suspected illegal activity, repeat infringement (as described in **§11 DMCA**), or material breach of these Terms. You may terminate at any time by closing your account. Sections that by their nature should survive termination (e.g., ownership of Edited Output, payment obligations, confidentiality, disclaimers, liability limits, indemnities, dispute resolution) survive termination. You may terminate at any time by closing your account. Sections that by their nature should survive termination (e.g., ownership of Edited Output, payment obligations, confidentiality, disclaimers, liability limits, indemnities, dispute resolution) **survive** termination.

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## 17) Changes to the Services or Terms

We may modify the Services and these Terms from time to time. Material changes will be posted with a new **Effective Date** and, where required, we will provide additional notice. Changes apply prospectively. If you continue to use the Services after changes become effective, you accept the revised Terms.

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## 18) Dispute Resolution; Arbitration; Governing Law

- **Informal resolution.** Before filing a claim, you agree to try to resolve the dispute informally by contacting [mementiq@seraphventures.net](mailto:mementiq@seraphventures.net) with a brief description; we

will respond within **30 days**.

- **Binding arbitration & class-action waiver.** Except for the small-claims and injunctive relief carve-outs below, **any dispute** arising out of or relating to these Terms or the Services will be **resolved by binding arbitration** on an individual basis under the **AAA Consumer Rules**. **Class, collective, consolidated, or representative actions are not permitted.**
- **Procedure; seat; law.** The arbitration will be conducted by the **American Arbitration Association (AAA)**. The seat and place of arbitration is **Bernalillo County, New Mexico**. The **Federal Arbitration Act (FAA)** governs the interpretation and enforcement of this arbitration agreement; **New Mexico law** governs these Terms and any disputes not subject to arbitration.
- **Carve-outs.** Either party may bring a claim in **small claims court** of competent jurisdiction or seek **temporary or preliminary injunctive relief** in court to protect its rights (including intellectual property or confidentiality) pending arbitration.
- **30-day opt-out.** You may **opt out** of this arbitration agreement by emailing [mementiq@seraphventures.net](mailto:mementiq@seraphventures.net) within **30 days** of first accepting these Terms, with your name, account email, and a statement that you opt out of arbitration. Your opt-out will not affect other provisions of these Terms.
- **Venue & jurisdiction (non-arbitrable matters).** For disputes not subject to arbitration, you agree to the **exclusive jurisdiction and venue** of the state and federal courts located in **Bernalillo County, New Mexico**.

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## 19) Miscellaneous

- **Assignment.** You may not assign or transfer these Terms without our prior written consent; we may assign these Terms in connection with a merger, sale, or reorganization.
- **Force majeure.** We are not liable for delays or failures due to events beyond our reasonable control. This includes downtime by third party services providers used in delivery of **Edited Content**
- **Export & sanctions compliance.** You will not use the Services in violation of U.S. export control or sanctions laws (including the **EAR** and **OFAC** programs). You represent you are not located in, owned/controlled by, or acting for a prohibited jurisdiction or restricted party and will not export, reexport, or transfer the Services, software, or related

technical data to such destinations or parties. We may suspend or terminate access to comply with law. These obligations apply to both clients and contractors.

- **Notices.** We may provide notices via the Service, email, or your account dashboard. Legal notices to us should be sent to [mementiq@seraphventures.net](mailto:mementiq@seraphventures.net)
- **Entire agreement; severability; waiver; no third-party beneficiaries.** These Terms (plus incorporated policies) are the **entire agreement** between you and Company regarding the Services. If any provision is found unenforceable, it will be modified to the minimum extent necessary, and the remainder will remain in effect. Our failure to enforce a provision is not a waiver. There are **no third-party beneficiaries** to these Terms.

**Last updated:** [YYYY-MM-DD]