**TERMS AND CONDITIONS**

**Diplosoft Media Concept**  
(Registered under Nigerian Law) RC 3804562  
**Effective Date:** [OCTOBER 2025]

**1. Introduction**

Welcome to **Diplosoft Media Concept** (“we,” “our,” or “us”). These Terms and Conditions (“Terms”) govern all photography, videography, editing, and related media services (“Services”) provided to clients (“you,” “your,” or “Client”).

By engaging our services, you agree to be bound by these Terms. If you do not agree, please do not use our services.

**2. Scope of Services**

Diplosoft Media Concept provides photography, videography, post-production, event coverage, studio sessions, branding, and related digital media services as agreed in the client’s booking form, quotation, or service agreement.

**3. Booking and Payment**

1. **Booking Confirmation:**  
   All bookings are confirmed upon receipt of a **non-refundable deposit** of minimum 70% of the total service fee.
2. **Balance Payment:**  
   The remaining balance must be paid **no later than 48 hours after the event** or upon delivery of the final product, as specified in the invoice.
3. **Payment Methods:**  
   Payments may be made via **bank transfer**, **POS**, or other approved channels to the business account.
4. **Late Payment:**  
   Late payments may attract interest at **5% per month** until full settlement.

**4. Cancellations and Refunds**

**1. If You Cancel**

* **If you cancel 7 days or more before your booked date, your deposit will not be refunded, but you won’t have to pay anything else.**
* **If you cancel less than 7 days before your booked date, you’ll need to pay 75% of the total service fee to cover preparation costs.**

**2. If We Cancel**

**If Diplosoft Media Concept has to cancel your booking due to unexpected events (like illness, bad weather, or other situations beyond our control), you’ll receive a full refund or we’ll reschedule your session at no extra charge — whichever you prefer.**

**5. Copyright and Usage Rights**

1. **Ownership:**  
   All photographs, videos, and digital content created by Diplosoft Media Concept remain the **intellectual property** of Diplosoft Media Concept under the **Copyright Act 2022**.
2. **Client Usage Rights:**  
   Upon full payment, the Client receives a **non-exclusive, non-transferable license** to use the images or videos for **personal or business purposes**, as agreed.
3. **Prohibited Use:**  
   Clients **may not sell, edit, or redistribute** the images or videos for commercial gain without **written consent** from Diplosoft Media Concept.
4. **Promotional Use:**  
   Diplosoft Media Concept reserves the right to use selected works for **portfolio display, website, social media, advertising, or competitions**, unless the Client provides written notice opting out.

**6. Client Responsibilities**

1. Clients must **arrive on time** and provide all necessary cooperation during the session.
2. Clients are responsible for obtaining **permissions or permits** for shoot locations (where applicable).
3. Diplosoft Media Concept will not be liable for delays caused by **clients, weather, traffic, or venue restrictions**.

**7. Deliverables and Turnaround Time**

1. **Editing and Delivery:**  
   Edited photos/videos will be delivered within **[insert time e.g., 2–4 weeks]** unless otherwise stated in writing.
2. **Delivery Format:**  
   Final products will be delivered via **digital download**, **USB drive**, or **other agreed methods**.
3. **Archiving:**  
   We may retain copies of all images/videos for **backup and portfolio purposes** for up to **12 months**.

**8. Limitation of Liability**

1. Diplosoft Media Concept shall not be liable for:
   * Loss of data due to equipment failure, theft, or accidents beyond our control.
   * Indirect or consequential losses (e.g., emotional distress, loss of profits).
2. Our total liability shall **not exceed the total service fee paid** by the Client.

**9. Force Majeure**

We shall not be liable for failure to perform due to causes beyond our reasonable control, including **acts of God, strikes, fire, floods, illness, or government actions**.

**10. Data Protection and Privacy**

1. We collect and process personal data in accordance with the **Nigeria Data Protection Act 2023**.
2. Client information will only be used for administrative, promotional, and service delivery purposes and will **not be shared with third parties** without consent.

**11. Dispute Resolution**

1. In the event of a dispute, both parties agree to first seek **amicable settlement** through negotiation or mediation.
2. If unresolved, the matter shall be referred to **arbitration in Lagos, Nigeria**, in accordance with the **Arbitration and Mediation Act 2023**.
3. The decision of the arbitrator shall be **final and binding**.

**12. Governing Law**

These Terms and all related matters shall be governed and construed in accordance with the **laws of the Federal Republic of Nigeria**.

**13. Amendments**

Diplosoft Media Concept reserves the right to amend these Terms at any time. Updated versions will be posted on our website or provided upon request.

**14. Contact Information**

**Diplosoft Media Concept**  
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