



# TERMS AND CONDITIONS

Client acknowledges provided content and deliverables are stored for a maximum of 14 days.

After the time period listed, client provided content and deliverables are subject to deletion or archival resulting in availability not being guaranteed.

After production is complete, content provided may be subject to be used in a reel/showcase or other demonstration purposes, if your work requires an NDA or you do not agree to have the content displayed, it is your responsibility to provide notice.

Client provided materials must not infringe on intellectual properties or copyrights, by providing these materials the client agrees to have the rights to and holds all legal responsibility pertaining to the materials and the designer will not be, in anyway held accountable.

Right to withhold content, stop production, and retain deposit (if applicable) at any time is reserved in circumstances where:

- a) failure to fulfill total amount due.
- b) mistreatment of staff/services.
- c) failure to cooperate.
- d) breach of legal integrity.
- e) agreement by both parties to terminate project.

Additional use of third-party tools and assets may be charged if required by project scope.

Late payments will incur an additional 1.5% surcharge for each month that passes.

Kill fees for projects consist of 50% of total balance.

Production will not proceed until balance listed is paid as described in approval unless negotiated otherwise.

Unless stated, process work/source files or additional revisions will NOT be provided.

Work conducted is done as an independent contractor and there is no exclusivity to the client.

Content provided unless specified is accompanied by a limited license, meaning the client can use the files as described in the agreement but cannot modify or resale the provided assets.

Client shall notify Designer, in writing, within 5 business days of receipt of each Deliverable, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable.

Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

Once deliverables have been provided to the client, are final, and will not be refunded.

The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

Signature affirms agreement to proceed with production of contents of listed in the project approval.