

## **Terms and Conditions for Video Editing Services provided by SparkFly LLC**

**Last Updated:** 11/15/2024

### **1. Introduction**

These Terms and Conditions (“Terms”) govern your engagement with SparkFly LLC (“We,” “Us,” “Our”) for video editing services. By purchasing our services, you agree to these Terms.

### **2. Services**

SparkFly LLC provides video editing services, including but not limited to:

- Basic editing (cutting, trimming, transitions)
- Color grading
- Sound enhancements
- Adding subtitles or captions
- Custom animations or graphics

All services will be delivered based on the agreed-upon specifications in writing or via email.

### **3. Pricing and Payments**

- Prices for our services are as listed or quoted in our correspondence.
- A deposit of 50% is required to secure your project. The remaining balance is due upon completion of the project and prior to delivery of the final files.
- Payments are accepted via PayPal, unless an alternative method has been agreed upon by the customer and SparkFly LLC.
- Late payments may incur an additional fee per week of delay (5% of the invoiced cost).

### **4. Revisions**

- You are entitled to 3 round(s) of revisions per project at no additional cost.
- Additional revisions beyond the included round(s) will be billed at a rate of 10% of the project cost per revision.
- Revision requests must be submitted within 14 days of receiving the initial draft.

### **5. Turnaround Times**

- Standard turnaround times vary based on the project’s complexity and will be communicated during the project discussion, and are subject to change at any time.
- Delays caused by missing or incomplete client-provided assets (e.g., footage, instructions) will adjust the timeline accordingly.

### **6. Intellectual Property**

- All final edited videos become your property once the full payment is received as specified.
- SparkFly LLC reserves the right to use clips or stills for our portfolio and marketing purposes unless otherwise agreed to in writing.
- You confirm that all materials provided to SparkFly LLC (e.g., footage, music, graphics) are owned or properly licensed by you and do not infringe on third-party rights.

## **7. Cancellations and Refunds**

- You may cancel your project before work begins for a full refund of the deposit.
- If the project is canceled after work has started, a partial refund may be issued, minus the cost of work already completed.
- Refunds will not be issued once the project is completed and delivered.

## **8. Client Responsibilities**

You agree to:

- Provide all necessary files, instructions, and feedback promptly.
- Ensure the materials provided comply with copyright laws.

## **9. Limitation of Liability**

- SparkFly LLC is not responsible for any loss or damage resulting from delays or errors beyond our control.
- Our liability for any claim related to our services is limited to the amount you paid for the service in question.

## **11. Dispute Resolution**

- Any disputes arising out of or in connection with these Terms shall be resolved through arbitration.

## **12. Modifications to Terms**

SparkFly LLC reserves the right to update or modify these Terms at any time. Any changes will be communicated and will take effect immediately for new projects.

## **13. Contact Information**

For questions or concerns about these Terms or our services, please contact us at:

**SparkFly LLC**

peter@sparkfly.me