

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