

Terms and Conditions v.12.Oct.2018

You are encouraged to read these Terms and Conditions (v.12.Oct.2018) before working with me. It contains everything you need to know about how i operate and deliver services:

1) Definitions

A. “The Freelancer” meaning Dorin Sovarosi.

B. “The Client(s)” meaning any person or group of people, business, organization or company who wishes to enter into a contract with the Freelancer for his services.

C. “The Contract” meaning a written mutual agreement of terms, services, estimated costs and dates that both Freelancer and Client have signed and is legally binding to both parties.

D. “The Project” meaning all work that will be done by the Freelancer for the Client, including but not limited to: communication, traveling, gear setup, filming, editing, handing Deliverables to Client, etc.

E. “The Deliverables” meaning all video, photo, design and audio elements that the Client has requested from the Freelancer and is mutually agreed upon by both parties in the Contract.

F. “The Preview” meaning a low-resolution and/or watermarked version of the Deliverables, intended only for review by the Client.

2) Copyright and Ownership

A. In accordance with Canadian Copyright Law Bill C11, the Freelancer has first rights and retains all rights to the Project and Deliverables created for Client. The Project and Deliverables are licensed to the Client, not sold. Use of Deliverables by Client will be for Client’s business operations specified in the Contract and Client may not copy, reprint, re-edit, duplicate, shorten, lengthen, sell, or use any small portion of the Deliverables unless Client obtains written consent to shared rights and shared ownership from Freelancer.

B. The Client may obtain shared copyright ownership of the Deliverables produced by the Freelancer by discussing this option with the Freelancer and upon a written agreement for the addition of ownership with an additional fee paid by the Client to the Freelancer. Shared copyright ownership will be effective only after the payment is received by the Freelancer from the Client.

C. If the Client supplies the Freelancer with content for the Project, it is assumed that the Client has obtained all necessary permissions from the legal copyright holder of the provided content. The Client agrees to fully indemnify the Freelancer in respect of any claims or damages or any costs arising in respect of claims for copyright violations made by a third party.

D. The Client accepts that the Freelancer reserves the shared right to use the content of the Project and Deliverables for Freelancer marketing, promotional, educational and editorial purposes, indefinitely.

E. The Freelancer reserves the right to retain all of the Client’s Deliverables and content of the Project until payment owed to the Freelancer has been paid in full. No licenses will be granted by the Freelancer to the Client until payment has been made in full, and cleared.

3) Confidentiality

A. The Client is responsible for notifying the Freelancer in writing of sensitive and private information contained within the Project and Deliverables, or disclosed within the Contract or throughout the communication between the Freelancer

and the Client. The Freelancer will not disclose said information to any other people, businesses, organizations, companies, websites or blogs during and also after the established dates in the Contract.

B. The Freelancer is responsible for notifying the Client in writing of sensitive and private information contained within the Project and Deliverables, or disclosed within the Contract or throughout the communication between the Freelancer and the Client. The Client will not disclose said information to any other people, businesses, organizations, companies, websites and blogs during and also after the established dates in the Contract.

4) Cost Rates, Payment and Schedule

A. The Project will only begin after an advanced payment, determined by the Freelancer and specified in the Contract, is received by the Freelancer from the Client.

B. The Project cost estimates presented in the Contract are not the final Project cost at the end of the Contract period, but is only a rough estimate of what the cost could be.

C. The Project estimated completion date presented in the Contract is not the final Project completion date, as the Project and Deliverables might be changed for small details by the Client and thus delay the Project completion, but is only a rough estimate of what the originally discussed Project completion date could be.

D. The final due cost of the Project depends on some variables such as, but not limited to: travel fees, tolls, parking fees, rental fees, delays and changes from the original Project, etc. The final due cost of the Project shall be delivered in the form of an invoice made by the Freelancer and given to the Client after a mutual agreement of completion of Project and services between the two parties. The Client is obligated to pay the the specified amount of money to the Freelancer within the specified amount of time. All overdue invoices shall incur a 2% interest rate per month delayed, starting from the first day after the payment due date specified on the invoice.

E. The Freelancer has the right to change his hourly rate of service or services costs. This does not apply to current ongoing and signed Projects, but specifically to future projects, or if a Client has been referred to the Freelancer under the impression of a guaranteed Project cost mentioned by anyone else other than the Freelancer.

F. Any Freelancer services, that is agreed with the Client, that is paid by hourly rate, the Freelancer has the right to round up every incomplete hour of work. For example: if a filming session is planned to take 2 hours but takes 2 hours and 15 minutes, it shall be rounded up and invoiced as 3 hours.

5) Termination

A. The Client may terminate the Contract at any time and for any reason, by giving a written notice to the Freelancer. If the Client decides to cancel the Contract agreement, after it has been signed by both parties, the Client is obligated to pay the Freelancer in full for the estimated Project cost specified in the Contract, (if not already collected as advance payment), plus any additional fees that have been accumulated throughout the Project up until the day of cancellation. The Freelancer is obligated to give the Client the Deliverables in their current state, whether completed or uncompleted, unless the Client waves this obligation. If the Client wishes to have the raw unedited footage of the Project, and thus have copyright ownership over it, the Freelancer may supply it for an additional cost, if said ownership is not already specified in the Contract. The ownership and footage shall be transferred only after full Contract and copyright payments have been received by the Freelancer from the Client.

B. The Freelancer may terminate the Contract upon giving a written notice seven (7) days in advance to the Client. If the Freelancer decides to cancel the Contract agreement, after it has been signed by both parties, the Freelancer is obligated to give the Deliverables in their current state, whether they are completed or uncompleted, to the Client upon receiving payment for half of the total estimated Project cost, (if not already collected as advance payment), plus any additional fees or charges that have accumulated throughout the Project until the day of cancellation. If the Client wishes to have the raw unedited footage of the Project, and thus have copyright ownership over it, the Freelancer may supply it for an additional cost, if said ownership is not already specified in the Contract. The ownership and footage shall be transferred

only after full Contract and copyright payments have been received by the Freelancer from the Client.

C. The Freelancer is not obligated to give any refunds under any circumstances of Termination, as specified in 5)A. and 5)B., except for the scenario that the Client has paid the Project in full before cancellation and Freelancer cancels the Project as defined in 5)B., in which case the Freelancer has to refund to the Client the half of the Client's payment, and Freelancer keeps the first half of the payment and invoices only for accumulated expenses or costs, if any. The Client must give a receipt of received refund to the Freelancer immediately upon receiving the refund.

D. If the Project is delayed and extended for what the Freelancer determines to be an unreasonable period of time beyond what was expected and agreed upon in the Contract, due to Client unresponsiveness and/or co-operation and thus giving the impression of a "frozen Project", then the Freelancer may request a confirmation of commitment from the Client in which the Client has the obligation to immediately pay the remaining estimated Project cost plus any additional expenses that have accumulated up to that point in time, as a confirmation of interest in completing the Project given the delays.

6) Right to Refuse

A. The Freelancer is not obligated to take on any Projects that he does not wish to be associated with and reserves the right to refuse such Projects by communicating their decision to the Client before mutual signing of the Contract.

B. The Freelancer has the right to terminate his contribution to a Project, even after mutual Contract signing, if one of the following circumstances occur: if undisclosed information is revealed during the Project that conflicts with Freelancer's morals or conscience; if Client is changing components or the nature of the Contract requirements and refuses to compensate for the changes; if it is revealed that the Project involves illegal material and/or practices.

7) Exceptional Circumstances

A. In the event of unforeseen events, such as but not limited to: natural disasters, fires, power outages, sickness, death in the family/company, location closures, etc., it is understandably and mutually agreed between the Client and Freelancer that no penalties shall be imposed either way for the time of the parties, thus the Project is understandably delayed. If a unique rental or fee was paid for equipment or a location for that specific day, then that cost will still be added to the final Project cost.

B. In the event that the Client has changed their preference on details of the Project, in comparison to the originally agreed terms in the Contract, then the Contract will continue beyond the estimated Project completion date and additional charges may apply to the Client.

8) Operation Procedure

A. The Freelancer is obligated to communicate with the Client throughout the course of the Project, and to ensure that the Client is kept informed of the progress of every stage of the Project.

B. The Freelancer will periodically send the Client Previews, samples of the Deliverables in progress. This can be done by the Freelancer when he deems it necessary, or by the Client when requested. Preview requests shall be accomplished by the Freelancer at the next possible opportunity, when time permits.

C. Unless otherwise specified, each project, that is not on an hourly pay-rate, will have a 2(two) revisions policy. This means the Client can request up to two revisions after the first preview is sent by the Freelancer. Following the two revisions, if the Client desires more changes or revisions, the Freelancer may agree to follow through with said revisions for an additional hourly pay rate for the revision process.

D. The Client will receive the final high quality Deliverables only after written confirmation that the Previews presented are satisfactory, the Project is declared completed by the Client, and Client agrees in writing to pay the final total

amount due for the Project specified by the Freelancer in an invoice and according to the terms of the invoice.

E. The Client must inform the Freelancer, on the allocated space in the Contract before it is signed, of the desired format and quality of the Deliverables. The Client must be as specific as possible.

F. In the scenario that the Videographer is incapable of attending an agreed upon event or delivering through to the end of a project, due to unforeseen circumstances, he may send a replacement or substitute qualified Videographer to cover the requirements of said agreement.

G. For Wedding Videography Projects, the Client is required to have decided on a musical track, that is to be used for the Project and implemented in the Deliverables, before mutual signing of Contract.

H. Upon completion of a Project, Freelance will do his best to archive and maintain a copy of the Project Deliverables and any content pertaining to the Project, for 6 months, after which the content and/or Deliverables may be deleted if space limitations require such action.

I. Wedding Projects require the two Clients involved, both bride and bridegroom, to sign and agree to the Contract. In the case of termination of planned wedding and/or separation of the couple, the payment that is due to the Videographer, as specified under section 5), shall be equally split between the two Clients, unless the two Clients mutually agree in writing to share the cost in a different percentage between themselves. In the case of disagreement on sharing the owed payment to the Freelancer, and one Client claims and can prove that they already paid for half of the estimated cost of the Project through an advanced payment, then the other Client is fully responsible for the amount owed to the Videographer.