

## Application of Terms and Conditions

These Terms and Conditions apply to and are incorporated into all quotes, scope of works, agreements, arrangements, transactions, and dealings entered into by We Make Online Videos with any Customer in relation to the provision of Services by We Make Online Videos. All work carried out by We Make Online Videos is on the basis that the Customer has agreed to these Terms and Conditions. If in any case, the quote or scope of work varies from the terms and conditions, then the terms of this Agreement will prevail.

## Quotations

Quote estimates are calculated based on the brief supplied by the Customer and how long it will take to deliver the services. Three rounds of customer changes and/or revisions are included in each quotation. In some instances, the quotation may require additional resources and/or additional time due to unforeseen circumstances. In the event additional costs are required, we will advise you accordingly. We Make Online Videos take no responsibility for extra costs due to reasons outside of our control. It will be assumed and accepted by the Customer that these costs will be charged, in addition to the agreed quote, as long as these additional costs are fair & reasonable and agreed in writing. If the Customer instructs, We Make Online Videos that significant changes and/or revisions to the scope of the Services described in a quotation are required, then We Make Online Videos shall be entitled to charge an additional Agree Fee based on an additional quotation.

## Client Obligations

We Make Online Videos may require the customers to supply digital assets to complete the Project and provide timely feedback on revisions with accurate instructions concerning the Project. If a project cannot be completed due to a delay in feedback from the Customer, We Make Online Video reserves the right to invoice for hours completed on the Project. For the purpose of the clause, a delay means in excess of 8 weeks.

## Payment

- Prices listed are ex.GST and subject to change.
- Upfront 50% part-payments are required for all projects upon commencement, except if the project total is less than \$3,000, where 100% payment is required.
- Final 50% payments are required upon completion and delivery of the project.
- Payments are expected within either 7, 15 or 30 days, as determined by WeMOV, from the date of the invoice.

## Venue Location Fees & Permissions

The Customer must obtain any necessary consent or permission and pay any fees which may apply for We Make Online Videos to film at a particular venue, location or event organised by the Customer.

## Talent Release Forms

It is the full responsibility of the client to provide all on-screen talent organised by the client in any capacity with a 'talent release' form. This release form should be prepared and signed if the client plans to display video or image in public, online or offline, even if the recording/image is not used commercially. The client is to ensure any required release form is signed before production. The release form is unnecessary if the people in the recording can not be identified, such as in a distant crowd scene. We Make Online Videos are not liable for unauthorised use of a recording – voice or image by the client and its successors.

## Cancellation

If the Customer has engaged, We Make Online Videos to provide Services on a specified date, and the Customer cancels the Services 48 hours prior to Production, a 50% payment of the agreed fee will be charged. Rescheduling the service within 48 hours, a 25% payment of the agreed fee will be charged.

## Media Release

The Customer may obtain Raw Footage, Project Files and Assets from We Make Online Videos. The fees associated with this service are as follows and are all excluding GST.

- Footage Only Release = \$150
- Footage, Project Files & Asset Release = \$250
- Digital Delivery = \$300
- Hard Drive & Postage Delivery = \$500

## Ownership of Copyright in Recordings

Subject to payment by the Customer of the agreed fees, We Make Online Videos assigns ownership of all present and future copyright in the recordings (including in all video and sound) to the Customer. We Make Online Videos warrants that it has the right to do so and that (other than any specific digital assets provided by the Customer for inclusion in the recordings) nothing in the recordings will infringe the rights of any third person.

## Storage, Back Up & Archives

We understand the importance of preserving our client's video production projects for future reference and retrieval. To ensure the safety and accessibility of our client's video production projects, we employ state-of-the-art storage solutions and multiple backup methods to protect against data loss. Our systems are regularly monitored and updated to ensure that our client's projects are secure and protected. Once a video production project is completed, we archive all project files, footage, and assets for five years. Our clients can access their archived projects at any time during this period, ensuring that their projects remain accessible and retrievable for as long as they need them.

## Limitation of Liability

The parties acknowledge that, under applicable State and Commonwealth law, certain clauses, conditions, guarantees and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the Customer in relation to the provision of goods or of services which cannot be excluded, restricted or modified by agreement (“Non-excludable Rights”). Except to the extent of Non-excludable Rights, We Make Online Videos will not be liable for:

Any representations, warranties, conditions or agreement made by any agent or representative which are not expressly confirmed by We Make Online Videos in writing, and the liability of We Make Online Videos for any such matters is hereby excluded. Where (and to the extent) permitted by law the liability of We Make Online Videos for a breach of a Non-excludable Right can be limited, We Make Online Videos liability is limited, at We Make Online Videos option, to one of the following:

The supply of the service again; or

Payment for the cost of having the services supplied again. Notwithstanding any other provision, We Make Online Videos is in no circumstance (whatever the cause) liable in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise to compensate the Customer for:

- Any increased costs or expenses;
- Any loss of profit, revenue, business, contracts or anticipated savings;
- Any loss or expense resulting from a claim by a third party; or
- Any special, indirect or consequential injury, loss, damage or expense whatsoever and howsoever arising.

Otherwise the liability of We Make Online Videos under or in connection with this Contract is limited in the aggregate to the fees paid or payable by the Customer to We Make Online Videos except in relation to personal injury or property damage caused by any negligent acts or omissions of We Make Online Videos where such liability will be as determined by law.

## Force Majeure

If We Make Online Videos cannot carry out an obligation under the Contract either in whole or in part because of anything outside its reasonable control, including without limitation, fire, flood, storm, earthquake, explosion, accident, road or rail closures, rail derailment, wharf delays, war, terrorism, sabotage, epidemic, quarantine restriction, labour dispute or shortage, act or omission of any third person or public authority, then We Make Online Videos obligations under the Contract will be suspended for the duration of the event or waived to the extent applicable.