



SILVER SQUARE CREATIONS

- Terms and Conditions of Service -

This General Services Agreement ("Agreement") is made and entered into as of 05/05/2024 by and between Silver Square Creations, a Creative Media Studio with a principal place of business at 103 San Vitus Boulevard, Burton, SA, Los Santos ("Silver Square Creations").

WHEREAS, Silver Square Creations provides creative services such as photography, videography, graphic design, any other related services ("Services"); and

WHEREAS, by placing an order for Services, the Client ("Client") agrees to be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Acceptance

1.1 By placing an order, or booking an appointment for Services through Silver Square Creations' website, email, phone, or any other means, Client acknowledges and agrees to be bound by the terms and conditions of this Agreement, as modified by subsequent written agreements or oral agreements between the parties, provided that such modifications are reasonably necessary to complete the intended purpose.

2. Services

2.1 Silver Square Creations agrees to provide the Services set forth in the attached Exhibit A ("Scope of Work") in accordance with the terms and conditions of this Agreement. Client acknowledges that the Scope of Work may be modified by a written change order signed by both parties.

3. Fees and Payment

3.1 Client agrees to pay Silver Square Creations the base price advertised on the website for the selected Services plus any additional fees for any chosen extras.

Please note that the Company may offer additional services not listed on the website. The Client acknowledges that payment terms are negotiable in case of graphic works and videos, and will be agreed upon by both parties prior to commencement of work.

3.2 Payment will be made through an invoice provided by Silver Square Creations, which must be paid within the same day when the image is delivered. Failure to comply with this payment schedule may result in late extra fees or other legal consequences.

3.3 The client has the opportunity to preview the work at various stages throughout the process and payments are only released once the client is completely satisfied with the work. Once payment has been made, it is considered final and no refunds will be issued.

3.3 a) In the event that a Silver Square Creations employee requests payment for services before the requested work (photographs, graphic design, or videos) has been completed, the client may file a complaint. If a gratuity has been paid, Silver Square Creations is obligated to refund the gratuity to the client. Employees are not permitted to request payment until the work has been completed. If a client believes that an employee has requested payment prematurely, they should contact Silver Square Creations management immediately. There are seven days in total to do this.

3.3 b) In the unlikely event that Silver Square Creations makes an error and charges a client for services not rendered or work that does not meet the agreed-upon specifications, the client will be eligible for a full refund.

3.3 c) If Silver Square Creations cancels a project due to unforeseen circumstances, the client will be refunded any pre-paid fees. However, Silver Square Creations will not be liable for any additional costs incurred by the client as a result of the cancellation.

3.4 Clients are welcome to leave gratuities for exceptional service. Gratuities are voluntary payments that are not required and are not included in the price of services. Gratuities are a way to show appreciation for a job well done and are always appreciated by Silver Square Creations staff. Please note that all gratuities are final and cannot be refunded under any circumstances. This is because gratuities are considered to be a gift to the staff member who provided the service.

4. Term and Termination

4.1 This Agreement shall commence upon Client's placement of an order and shall continue until the Services are completed or terminated as provided herein.

4.2 Termination by Client: Client may terminate this Agreement for any reason upon one day written notice to Silver Square Creations. If the customer cancels their order before the processing phase has started, they will not be charged any amount. If a client cancels after the pictures or any other services have been completed, an additional fee will apply, even if they refuse the service and receiving the completed work in any way. This amount can range from ten thousand dollars to fifty thousand dollars.

4.3 Termination by Silver Square Creations: In addition to the rights provided in Section 4.2, Silver Square Creations may terminate this Agreement immediately upon written notice to Client if it determines that continuing to work with the Client would cause undue hardship or damage to our professional reputation.

5. Intellectual Property

5.1 All intellectual property rights in and to the Services, including but not limited to copyrights, trademarks, and trade secrets, shall be owned by Silver Square Creations, with the exception of any pre-existing intellectual property rights belonging to the Client.

5.2 Commercial use is strictly prohibited, unless otherwise agreed upon in writing by both parties. This includes using the Services for any purpose that could generate revenue or provide a financial benefit to any third party. The Client may not use the image to create or sell products or services, to promote a business or organization, or to endorse any product or service without prior written consent from Silver Square Creations.

5.3 Any unauthorized use of the Services, including but not limited to unauthorized reproduction, distribution, or display, shall be considered a violation of Silver Square Creations' intellectual property rights and may result in legal action.

6. Model/Property Releases

6.1 Client agrees to obtain and provide Silver Square Creations with all necessary model and property releases prior to the commencement of any Services involving the use of identifiable individuals or private property. The Client shall be responsible for ensuring that all necessary permissions are obtained, including but not limited to releases from models, talent, and property owners.

6.2 If the Client is unable to obtain model or property releases due to circumstances beyond their control, they shall notify Silver Square Creations immediately and work with us to find alternative solutions. (see Intellectual Property, 5.1).

6.3 In the event that Silver Square Creations is unable to obtain necessary model or property releases, it may cancel or modify the project as needed, and shall notify the Client in writing of any changes.

7. Indemnification

7.1 Client agrees to indemnify and hold harmless Silver Square Creations, its supervisors, directors, employees, from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Client's breach of this Agreement;
- Client's use of the Services;
- Any act or omission of Client;
- Any failure by Client to comply with applicable laws and regulations.

8. Confidentiality

8.1 Both parties agree to keep confidential all non-public information received from the other party in connection with this Agreement, including but not limited to:

- Any creative concepts or ideas;
- Any business strategies or plans;
- Any trade secrets or proprietary information.

9. Force Majeure

9.1 Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to:

- Acts of God;
- Natural disasters;
- War;
- Terrorism;
- Labor strikes;
- Government regulations;
- Internet outages or failures;
- Power outages or failures;

9.2 If the performance of either party is delayed or prevented due to Force Majeure, the affected party shall notify the other party in writing as soon as practicable after becoming aware of such event.

9.3 The occurrence of any event specified in Section 9.1 shall not be considered an event of default or breach of this Agreement, and the affected party shall have a reasonable time to remedy the situation.

10. Entire Agreement

10.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

10.2 There are no warranties, representations, conditions, or covenants, express or implied, made by either party in this Agreement, except as specifically set forth herein.

10.3 The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to enforce such provision in the future.

11. Governing Law

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of San Andreas.

11.2 Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

12. Severability

12.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

13. Notices

13.1 All notices and other communications required or permitted hereunder shall be in writing and may be delivered by the following methods, in order of preference:

- EMAIL: silver-square@ls.mail ((<https://discord.gg/vHtm6yUQVP>))
- PHONE: 7208

- ADDRESS: 103 San Vitus Boulevard, Burton, SA, Los Santos
((Silver Square Creations))

IN WITNESS WHEREOF, Silver Square Creations has executed this Agreement as of the date first written above.

Exhibit A - Scope of Work

* Services: We have three main categories:

- Photography: Portraits, real-time event photography, and special personal requests.
- Graphic Design: Flyers, posters, social media posts, and other graphic design work with specific details as per client agreement.
- Videography: Video recording, editing, video analytics, and special requests.

* Pricing: We will base our pricing on the information displayed on our website and confirmed in the Terms and Conditions of Service legal document.

* Deliverables: Final deliverables will be provided in the format specified by the client (digital files or printed copies). We'll agree upon specific turnaround times for each project in writing.

This Exhibit A provides a clear outline of what services we offer, how we price them, and what clients can expect from our work.

Exhibit B - Model Release

Rights Granted (including but not limited to):

- Silver Square Creations has the right to use the Images for various purposes, such as advertising, marketing, education, and creation of derivative works.
- Silver Square Creations can edit, modify, or alter the Images in any way deemed necessary.
- Silver Square Creations has the right to sublicense these rights to third parties.
- Silver Square Creations can display the completed work in its portfolio and refer to it as its own work.

Limitations and Warranties:

- This release does not grant us permission to use the client's likeness in a manner that is defamatory, obscene, or otherwise objectionable.
- The client represents and warrants that they are of legal age and have the full right, power, and authority to grant these rights.

Important Note: The publication of an image without the consent of event attendees is the responsibility of the Event Organiser. Silver Square Creations accepts no liability for this. The Event Organiser must inform participants.

Exhibit C - Property Release

Rights Granted (including but not limited to):

- We have the right to use the Images for various purposes, such as advertising, marketing, education, and creation of derivative works.
- We can edit, modify, or alter the Images in any way deemed necessary.
- We have the right to sublicense these rights to third parties.

Limitations and Warranties:

- This release does not grant us permission to use the Property in a way that disrupts its normal use and enjoyment by the owner or other authorized users.
 - The client represents and warrants that they are the sole owner of the Property and have the full right, power, and authority to grant these rights.
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