

Terms and Conditions of South Coast Visuals

South Coast Visuals Terms of Use
[Effective as of 11 August 2023]

Welcome to the South Coast Visuals Terms and Conditions agreement. For purposes of this agreement, "Service" refers to the Company's services. The terms "we," "us," and "our" refer to the Company.

The following Terms of Use also apply when you pledge/sign a contract, quotation, and invoice issued by South Coast Visuals.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms and Conditions in their entirety, you may not access or use our Service.**

SERVICES AND MATERIALS

(a) South Coast Visuals shall provide and Client shall pay for the creative and video production and services (the "Services") described on the Work Order/Proposal/Service Agreement.

(b) To the extent Client provides any materials to South Coast Visuals for use in connection with the Services, including, but not limited to, video, audio, and script (the "Materials"), Client hereby grants to South Coast Visuals and its parents, affiliates, subsidiaries, and their predecessors and successors, and each of their partners, officers, shareholders, directors, employees, and agents the perpetual, worldwide, non-exclusive, non-transferable, non-sublicensable, limited right and permission to use, copy, modify, edit, alter, change, reformat, publicly perform, exhibit, transmit, publish, republish, display, prepare derivative works, and distribute (collectively, "Use"), in whole or in part, the Materials in order to develop, create, exhibit, produce, or integrate the Materials for use in connection with the Services in any and all now known or hereafter existing uses, media platforms, means, and forms of exploitation for purposes of publicity or trade. To the extent Client is required to procure from a third-party the exclusive right and permission to Use such Materials, it shall be Client's sole and exclusive responsibility to secure all such rights and permissions on behalf of South Coast Visuals and, if applicable, cause to be executed Exhibit A, attached hereto.

(c) Client production sessions may not continue past scheduled times, unless approved by South Coast Visuals.. Client shall be responsible for payment of all Additional Fees and charges for production sessions which continue past scheduled times at South Coast Visuals's then current rates/agreements.

(d) All rights in the material produced by South Coast Visuals or under the creative leadership of South Coast Visuals pursuant to this agreement, (including but not limited to intellectual property, master files, compressed files, raw video files, master tapes, work tapes, audio, visual and audio-visual works, literary works and compositions and any other production materials provided by South Coast Visuals) shall remain the property of South Coast Visuals. Except for

Client's use of the material produced by South Coast Visuals pursuant to this agreement as a whole, solely in the form and for the purposes for which it was originally produced, Client shall have no right to use nor permit any other person or entity to use any of such material for any purpose whatsoever, without the prior written consent of South Coast Visuals, email sufficing, which South Coast Visuals may withhold in its discretion.

(e) South Coast Visuals will make available copies of files and materials to the client. These materials may be released with a limited license to the Client and are then bound by any and all restrictions currently in place for South Coast Visuals including licensing agreements and any form of release or remunerations due with or to third parties. Client can use said materials within the limits of those licenses for other valid legal uses as Client sees fit for advertising and self-promotions for Client. South Coast Visuals retains full ownership rights throughout this limited release.

BILLING AND PAYMENTS

(a) Client shall be responsible for payment of all fees, charges, costs, expenses and taxes in connection with the Services, including, but not limited to, the production service fees set forth on the Work Order (hereinafter "Fees").

(b) Unless otherwise noted on the Work Order, the Fees listed on the Work Order are estimates. "Additional Fees" may include, but are not limited to: administrative fees, fees for outside services, such as talent or location fees, equipment rentals, uploading and file compression fees, outside production or dubbing services, food services, hotel/car rentals, taxes, additional charges for time required due to Client's failure to adhere to production scheduling or deadlines, or any other services or materials not supplied by Client or South Coast Visuals.

(c) South Coast Visuals reserves the right to charge overtime fees at its then current rates for services performed after the scheduled conclusion of the Services.

(d) Payment of the Fees set forth on the Work Order is due within seven (7) days of receipt of an invoice.

(e) South Coast Visuals reserves the right to assess a twenty percent (20%) administrative charge for any services ordered on a "rush" basis and for any production session which exceeds the scheduled time. A rush order is defined as (i) any full spot production (shoot and post-production) to be completed within five (5) business days of the date ordered and (ii) any tape tagging, dubbing or other post production service to be completed within two (2) business days of the date ordered. All rush orders are subject to availability of personnel and facilities. South Coast Visuals will use commercially reasonable efforts to fill rush orders. However, South Coast Visuals shall not be liable in any manner whatsoever in the event a rush order cannot be fulfilled.

(f) Fees not paid when due shall be subject to an administrative charge of the lesser of 1.5% or the highest interest rate permitted under applicable law. Client shall reimburse South Coast Visuals for amounts incurred in connection with collection activities, including, but not limited to, collection agency charges and costs, attorney fees and costs and court costs.

(g) If Client is an advertising agency, the person, firm or corporation that authorises such advertising agency to contract for the Services shall be liable for all such payments and fees in the event of default by the advertising agency. Such advertising agency and the person, firm or corporation that authorises such advertising agency to contract for the Services shall be jointly and severally liable for all payments due South Coast Visuals hereunder.

CANCELLATION

Client agrees to pay a cancellation fee of twenty five percent (25%) of the Fees stated on the Work Order (plus any fees incurred by South Coast Visuals for any outside services) in the event Client cancels the Services between 48 to 24 hours of the date on which the Services are to be performed. Client agrees to pay a cancellation fee of fifty percent (50%) of the Fees stated on the Work Order (plus any Additional Fees incurred by South Coast Visuals) in the event Client cancels the Services within 24 hours of the date on which the Services are to be performed. Clients will not be charged any Fees (other than Additional Fees incurred by South Coast Visuals) for cancellation more than 48 hours from the date on which the Services are to be performed. South Coast Visuals reserves the right to waive cancellation charges at its sole discretion.

TERMINATION

(a) South Coast Visuals reserves the right, upon written notice, to cancel this contract upon default by Client of any of the terms hereof (including, but not limited to, failure to pay Fees in a timely manner) or in the event performance hereunder would violate any law, regulation, judgement, order or decree applicable to the South Coast Visuals or Client. Upon such cancellation, all Fees for services rendered up to the date of cancellation and any Additional Fees incurred by South Coast Visuals shall become immediately due and payable.

(b) Client reserves the right to cancel this contract upon default by South Coast Visuals of any of the terms hereof upon prior written notice.

GENERAL

(a) South Coast Visuals's obligations hereunder are subject to all federal, state and municipal laws and regulations now enforced or which may be enacted in the future.

(b) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of South Coast Visuals in writing. Failure of South Coast Visuals to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(c) Notwithstanding any other provision in this contract to the contrary, South Coast Visuals shall not be liable for any expenses or losses incurred by Client or any third party in the event South Coast Visuals is unable to perform its obligations hereunder or is delayed in its performance by any act of God, public emergency, strike or labor disputes, law or act of government, judicial decree, mechanical breakdown, failure of facilities or any other cause beyond the reasonable control of South Coast Visuals. Client's sole remedies for South Coast Visuals's inability to perform its obligations hereunder shall be (i) production services equal in

value to those agreed upon in the Work Order or (ii) a refund of any Fees paid by Client for the undelivered portion of the Services; provided, Client shall remain solely liable for all Fees incurred by South Coast Visuals for any outside services.

(d) South Coast Visuals assumes no liability for loss or damage to Materials furnished by Client in connection with the Services.

(e) This contract contains the entire agreement between the parties relating tino the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties.

(f) Client agrees that any third party engaged by South Coast Visuals to perform Services on behalf of South Coast Visuals hereunder shall be a third-party beneficiary to these Terms and Conditions and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

As an authorised representative of the client, by signing below I acknowledge that I have fully read and understood the Terms and Conditions. I understand that if I have any questions or concerns about this policy, it is my responsibility to discuss this with the Company. By signing below I agree to the Terms and Conditions above.

AGREED AND ACCEPTED:

Signature:

NAME	TITLE	DATE
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