

Terms & Conditions.

The following document outlines the Terms and Conditions for the services provided by.....


VIDEOSBYNIX TERMS **AND** CONDITIONS

These Terms and Conditions (Terms) apply to and are an integral part of any Quotation, proposal or scope of work we (Provider) provide to you (Recipient) unless specific exclusions or exceptions are given to the Recipient in writing.

By accepting a Quotation and/or engaging the Provider's work (including paying the deposit), the Recipient accepts and agrees to these Terms outlined below.

If the Recipient disagrees with any part of these Terms, they should notify the Provider. These Terms can only be modified through a written agreement between both the Provider and the Recipient.

If there's any conflict between these Terms and the Quotation, these Terms prevail.

DEFINITIONS **AND** INTERPRETATION

Definitions

When certain words are used, they are defined as follows (unless explicitly stated otherwise):

Agreement means the agreed Quotation and/or these Terms and/or any written agreements made between the Parties from time to time;

Bundle means a Monthly Social Media Content Package along with any additional features, extras, or limited-time promotions offered during the specified period;

Confidential Information means any nonpublic ideas, forms, specifications, processes, statements, formulas, trade secrets, drawings, and data (including copies and extracts). It also includes information that is inherently confidential, labelled as confidential, or reasonably considered valuable and thus confidential;

Content means any creative material produced, developed, reworked, or created by the Provider. This can include but is not limited to written, visual, video, sound recording, and social media material, moving and still images, and graphic designs.

Day means calendar day; if the last day of a deadline is a Saturday, Sunday or Commonwealth public holiday, the deadline ends on the next working day;

Intellectual Property Right means all rights to own, possess, obtain, apply for, register, exploit, or use any intellectual property without limitation but including any invention, discovery, improvement, patent, copyright, design, trade mark, business name, domain name, software, or application.

Monthly Cycle refers to a period of one calendar month, starting on the start date and ending at 11:59 PM on the day before the same date in the following month. If the start date falls on a day not present in the following month (e.g., the 31st), the cycle will end at 11:59 PM on the last day of that month.

Monthly Social Media Content Package Fee means a recurring monthly fee for Content that is provided on a monthly basis;

Monthly Social Media Content Package means Content that is provided on a monthly basis for a recurring monthly fee;

Parties/party means Recipient and Provider;

Project as per the Quotation;

Provider means VideosByNix, ABN 28679711900;

Quotation means a document titled Quotation, prepared by the Provider, which, amongst other things, sets out the scope of work in the “Brief”, possible production steps in the “Breakdown”, deliverables and associated costs under “Money\$”;

Recipient means the person, firm, or company that purchased and/or got the Service from VideosByNix, ABN 28679711900, and any person or organisation acting on their behalf;

written/in writing refers to digital communication as well.

Interpretation

For the purposes of clarity, the following definitions and conventions apply:

- "Person" refers to any individual, group, or organisation, including companies.
- Headings are for reference only and do not form part of the Agreement.
- References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- Grammatical forms of defined words or phrases have corresponding meanings;
- Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day; and
- References to a party are intended to bind their heirs, executors, administrators, successors and assigns.

QUOTATION

All Project work will be carried out in accordance with the Quotation, which sets out the scope of work, possible production steps, deliverables and associated costs.

It is the responsibility of the Recipient to fully review and understand a Quotation before proceeding. Please be advised that any modifications or additional work beyond the Quotation will be governed by these Terms, may incur additional costs, and will only proceed with mutual consent.

A standard shootday is defined as up to 7.5 hours of crew time on set or at the location, inclusive of lunch and rest periods, but exclusive of travel time. Should the Project require more time on set/at the location, or if the Recipient requests it, this may result in additional costs.

The Provider reserves the right to amend the Quotation in the event of any changes to the Project.

MONEY\$

The production costs outlined in the Quotation are calculated based on the type and duration of production, anticipated timeframes, and the overall Project value. Any changes in the Quotation may result in additional costs.

All Project-related expenses, such as travel, lodging, meals, courier services, international communications, printing services, duplication of discs or tapes, creation of audio and video streaming files, third-party expenses and other related items, will be invoiced to the Recipient.

All amounts mentioned are in Australian Dollars (AUD) unless stated otherwise.

Unless we state otherwise, all prices exclude GST.

Deposit

The Producer requires Recipients to pay a deposit of 50% of the total Project costs as specified in the Quotation. This deposit, while not covering the total Project costs, is intended to cover initial expenses and costs and will be deducted from the invoiced amount.

The Provider reserves the right to delay the commencement of work until the full deposit has been received. Any delay in deposit payment may impact the timeline and is the responsibility of the Recipient.

If the Recipient terminates the Project, if the Project is terminated by mutual agreement, or if the Provider terminates the Project due to a material breach of the Agreement by the Recipient or a scope change after payment of the deposit, the deposit will be forfeited.

Payment schedule

The full deposit must be cleared in the Provider's bank account before production can commence. The remaining amount of the total project cost is due before the final deliverables are provided and the Project can be officially released. The Provider reserves the right to ask for payments of the remaining amount as the Project progresses, e.g. upon completion of the draft.

In the case of a Monthly Social Media Content Package, payment must be made in advance. By selecting a Monthly Social Media Content Package, you agree to an initial and recurring Monthly Social Media Content Package Fee and accept responsibility for all recurring charges until you terminate your Monthly Social Media Content Package or until a Bundle expires.

Payment terms

Payment is due within 10 days from the date of the invoice.

Please process deposit payments promptly after the Quotation is agreed upon. Note that deposit payments are still subject to a 10 day payment term following the signing of the Quotation.

In the case of a Monthly Social Media Content Package, no deposit is required, but payment is due in full before the start of each Monthly Cycle. We will continue to process your Monthly Social Media Content Package each month until you terminate your Monthly Social Media Content Package or a Bundle expires.

We accept payments in Australian dollars (AUD) via cash, direct debit, or bank transfer. Please note that checks are not accepted as a form of payment.

Late payment

If a payment is late, the Provider may charge 10% interest per year, calculated daily from the due date until the payment is made in full. The Recipient will also be responsible for any reasonable costs involved in recovering the overdue amount, such as collection or legal fees on an indemnity basis. The Provider may also charge an administrative fee for handling late payments.

The Provider reserves the right to withhold delivery and usage licenses for any work or Content if accounts are not current. Content use is permitted only after full payment, including any additional costs, has been received. If payments are late or incomplete, the Provider may halt work and retain files and Content, which may include removing Content, until the outstanding balance is settled.

In the case of a Monthly Social Media Content Package or a Bundle, if the Monthly Social Media Content Package Fee is not paid in full before the start of the Monthly Cycle, it will lead to an immediate automatic termination of the Monthly Social Media Content Package or of a Bundle.

YOUR RESPONSIBILITIES

The Recipient acknowledges and agrees to the following responsibilities:

- Obtaining all necessary permissions, clearances, licenses, and releases for copyrighted or proprietary materials essential for production. The Provider is not liable for delays or failures caused by inadequate permissions or unauthorized use of materials. The Recipient indemnifies the Provider from any resulting claims, liabilities, damages, expenses, or legal fees.
- Guaranteeing that any copyrighted or proprietary materials they provide for the final product have all required permissions and licenses, and do not infringe on third-party rights. The Provider is not responsible for infringement or violations in Recipient-provided materials. The Recipient indemnifies the Provider against such claims.
- Approval of final storyboards for animations or videos before production commences.
- Providing clear access for shootings and sound recording. If the Recipient organises filming venues, they must ensure unrestricted access for the Provider's crew.

- Acknowledging the Provider's right to withdraw personnel or equipment from unsafe locations or situations involving abusive behaviour. The Recipient is liable for any resulting costs.
- Providing timely, clear and consolidated feedback and timely approvals.
- Suppliance of all necessary production information in the required format and by the time required.
- Conducting the final review and approval of Provider-supplied Content.
- Ensuring that all requested content and submitted materials are free from obscenity, morally inappropriate content, copyright violations, defamation, and any illegal subject matter.
- Making payments according to the payment schedule and terms.

EDITS AND COMMUNICATION

Edits

The Project specified in the Quotation includes one draft and one correction edit within the scope. A correction edit allows reasonable, minor changes in a single feedback round. Changes beyond this or additional edits will be considered 'out of scope' and may incur extra costs.

Any additional work must be agreed upon in writing before proceeding and may affect the timeline and may incur extra costs. Approval of the final edit(s) by the Recipient signifies project completion and initiates deliverables, provided all payments are made.

Communication

The Recipient must provide clear and timely feedback within a reasonable time after receiving the draft. Delays in providing feedback can affect the project schedule and result in additional costs, while unclear instructions can lead to misinterpretation and additional edits, also resulting in additional costs.

To ensure efficient communication, the Recipient should appoint a single person to coordinate and forward feedback to the Provider.

Before submitting the correction edit request, the Recipient should gather feedback from all key stakeholders and submit it all at once. This feedback should include specific comments, suggested changes and any visual or written references.

If the Recipient requests more than one correction edit, they should communicate this promptly.

INTELLECTUAL PROPERTY

The Provider is committed to respecting the Intellectual Property Rights of all materials used in the Project(s).

If the Recipient provides any material such as logos, images, trademarks, footage or audio, it is their responsibility to obtain the necessary permissions in advance from the original Intellectual Property Right holder. By agreeing to these Terms, the Recipient indemnifies the Provider against any claims, disputes or costs arising from any breach of Intellectual Property Rights relating to the material provided.

The Provider retains all Intellectual Property Rights, including but not limited to copyright and ownership, to footage taken and Content made during Projects.

The Provider retains full Intellectual Property Rights of all drafts, work-in-progress files, raw footage, and any other materials shared or produced throughout the course of the Project. Any use of non-final materials without prior written consent from the Provider is strictly prohibited.

Upon full payment, the Recipient will be granted a non-exclusive license to use the final delivered Content, with limited usage rights. The Recipient may only use the final delivered Content in its original, unaltered form for the specified Project and within Australia, unless otherwise agreed in writing. Any modification, reproduction, or reuse of the final delivered Content, or use for purposes beyond the Project, requires additional licenses from the Provider and may incur extra costs.

The Recipient cannot sublicense the final delivered Content without the Provider's prior written consent.

The Provider reserves the right to use and modify footage taken, Content made and related files from Projects in showreels and for promotional purposes, including but not limited to social media, website, portfolio, case studies, public relations, media announcements, and industry competitions.

The Recipient may not publicly release preview or work-in-progress Content without prior written permission from the Provider.

The Recipient shall not engage in any activities that may infringe upon the Intellectual Property Rights of the Provider regarding the Content, including but not limited to unauthorised copying, distribution or modification. By agreeing to these Terms, the Recipient indemnifies the Provider against any claims, disputes or costs arising from any breach of Intellectual Property Rights relating to the Content used.

In the case of termination of this Agreement for any reason, any licences and usage will be revoke. The Recipient shall cease all use of the Content (and associated files) and return or destroy any drafts, copies of Content, work-in-progress files, raw footage, and any other materials shared or produced throughout the course of the Project in their possession, as directed by the Provider.

RAW FOOTAGE AND WORKING FILES

The Recipient is not entitled to the raw footage or working files.

Should the Recipient wish to obtain a license for the use of the raw footage or the working files, it is at the Provider's discretion and will incur additional costs.

IDENTIFIER

The Provider reserves the right to add a visible or invisible identifier to any content produced for the Recipient. This identifier may include our firm name, logo, or other identifying information to protect our Intellectual Property Rights and prevent unauthorised use.

The identifier will not be removed unless the Provider grants prior written permission. If the Recipient wishes to remove the identifier, they must request this in writing, and a fee may be charged at our discretion. The presence of the identifier does not affect the Recipient's rights to use the Content in accordance with the agreed license.

PROJECT **BACKUP**

The Provider does not retain backups of your Project after delivery or termination. Raw footage, working files and Content will be deleted or disposed of to free up storage space for other projects.

If Project costs remain unpaid for three months after the invoice date, the Provider reserves the right to permanently delete all files, materials, and Content related to the Project.

The Provider requires complete feedback and cooperation from the Recipient. If there is no Project activity or the Project is postponed for one month or more, storage fees may apply at the discretion of the Provider.

ETHICAL STANDARDS

The Provider reserves the right to reject any material or instructions we deem obscene, morally unsuitable, infringing on copyrights, or containing defamatory, or illegal material. If such material is submitted, the Recipient will be informed of the unsuitable aspects and asked to revise it.

The Provider also reserves the right to terminate the Agreement if the requested work is conflicting with the Provider's ethical standards or established procedures.

TERMINATION

This Agreement can be terminated at any time by written notice to the other party, for any reason.

Upon termination, the Recipient remains responsible for paying in full for all work previously completed and in progress by the Provider. This also includes expenses already committed to or paid to third parties that cannot be recovered.

Both parties are required to return any equipment, records, documents, and materials provided by the other party for the Project.

In the case of a Monthly Social Media Content Package, if you terminate your subscription, the termination will take effect for the next Monthly Cycle. You will be eligible for a refund only if the termination request is made before the start of the next Monthly Cycle. Once the Monthly Cycle begins, no refunds will be provided for that period.

In the case of a Bundle, if you terminate before the end of the Bundle, you must pay 50% of the remaining Monthly Social Media Content Package Fee. The same applies if a Bundle is terminated due to late payment or any other material breach of your obligations under this Agreement.

Any rights and obligations that have already arisen will remain unchanged after termination. This clause, along with clauses relating to Intellectual Property Rights, limitation of liability, indemnification, privacy and confidentiality and other clauses meant to continue after termination, such as governing law and jurisdiction, shall survive any termination.

UNFORSEEN SETBACKS

Unfavourable weather

In case of unfavourable weather conditions, the Provider retains the right to reschedule any filming or production activities. If the Recipient decides to proceed with filming or production despite adverse weather conditions, any resulting delays or extra costs will be solely the Recipient's responsibility. If inclement weather occurs during filming or production, the Provider will evaluate the situation and may pause or delay work until conditions improve. Any additional expenses incurred due to adverse weather conditions will be borne by the Recipient.

Recipient delays

If the Recipient causes a delay during the production, the Provider will not be held responsible for any additional costs, expenses, or losses incurred as a result. The Recipient is accountable for any delays and must make every effort to make up the delay.

If a delay caused by the Recipient prevents the Provider from completing or proceeding with the work, the Provider reserves the right to issue an invoice for work already completed and for all expenses incurred up to the point of delay.

The Provider may renegotiate the delivery dates if a delay caused by the Recipient makes the original timeline unachievable. In such cases, the Provider will provide the Recipient with a revised timeline and estimate any additional costs incurred.

Film/video shoots can be cancelled or postponed by providing a minimum of 48 hours' notice. If the Recipient provides less than 48 hours' notice, they agree to pay a cancellation fee equal to the value of 100% of the shoot costs.

If the Recipient delays the commencement of the Project, allows the Project to be inactive, or postpones the Project for a month or more, the Provider reserves the right to charge \$1,000 for each two-week period the Project is on hold. Please note that this fee is not a penalty, but an appropriate estimate of the costs incurred due to the delay.

Force Majeure

If the Provider is unable to fulfill an obligation under the Agreement, whether in whole or in part, due to circumstances beyond its reasonable control—including but not limited to fire, flood, storm, earthquake, explosion, accidents, transportation disruptions, war, terrorism, sabotage, epidemic, quarantine restrictions, labor disputes, shortages, or actions by third parties or public authorities—then the Provider's obligations under the Agreement will be suspended for the duration of the event or waived to the extent applicable and will not be held liable for such delays as permitted by law.

LIABILITY AND WAIVERS

Liability

Once the Recipient has approved the Content as accurate and ready for posting, publication, or broadcast, the Provider is released from all liability for any subsequent errors, inaccuracies, or omissions on any platform. This applies to Content provided under monthly subscriptions, or one-time projects, where the Recipient's approval confirms acceptance.

The Recipient acknowledges and agrees that, to the fullest extent permitted by law, the Provider and its personnel are not liable for any damages, including but not limited to direct, indirect, incidental, special, consequential, or exemplary damages. This includes damages arising from loss of profit, goodwill, business reputation, anticipated savings, or any other intangible loss, and any personal injury or death, arising from the use or application of the Content provided.

Waivers

The Recipient acknowledges that certain locations or activities may involve inherent risks. The Recipient agrees to release, indemnify, and hold the Provider, including its employees, agents, and contractors, harmless from claims related to personal injury, property damage, or any other risk that may arise on-site, except where due to the Provider's gross negligence or intentional misconduct.

Any waiver of a right under this Agreement must be written and signed by the party granting the waiver. It applies only to the specific obligation or breach mentioned and does not waive other obligations or breaches. Not exercising a right promptly does not mean giving up that right.

PRIVACY AND CONFIDENTIALITY

Both Parties must take reasonable steps to keep each other's confidential information private, using it only for its intended purpose. This does not apply if required by law, with written consent, or if the information was already known.

ASSIGNMENT

The Recipient acknowledges and agrees for the Provider to delegate, assign, novate and/or subcontract any obligations pursuant to the Agreement to any person without the Recipient's consent.

If the Recipient wishes to assign the Agreement, the Recipient must obtain the Provider's written approval.

PARTNERSHIP OR AGENCY

Nothing contained or implied in the Agreement will create or constitute, or be deemed to create or constitute, a partnership, joint venture, relationship of employment, or similar relationship between the parties. A party must not act, represent, or hold itself out as having authority to act as the agent of or in any way bind or commit the other parties to any obligation.

DISPUTE RESOLUTION

If a dispute arises, both parties must try first to resolve it outside of court, potentially through mediation in Australia, Victoria.

GOVERNING LAW & JURISDICTION

This Agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that State.

SEVERANCE

If any part of this Agreement is not enforceable in one jurisdiction, it won't affect the rest of the Agreement or its enforceability elsewhere.