

Terms & Conditions

This document outlines the standard contractual terms and conditions (the "Terms") that apply to the Alianza Digital de Communications, LLC – "ADC Media Productions" (the "Company") services and the company and individual identified in the document attach to these terms (the "Client"). The "Terms" are incorporated into the "Agreement", and together are the "Contract" between the "Company" and the "Client." This contract will stay active at any circumstance even if the "Company" or "Client" business has any major change (owner ship changes, bankruptcy, etc). Any change or modification of the services or the terms and conditions have to be approved by both parties by writing.

1. Service Specifications; a) The agreement specifies the requirements, preferences and other aspects of the Services to be performed by the "Company" for the "Client" b) To become a binding contract between "Client" and "Company," both must accept and approve the agreement by signing it. c) The agreement will be automatic renewed with no notice. Any delay on any payment at any time will provide ADC Media Productions to claim delays fees, costs of claims process and the contract auto renewal right. d) These terms and conditions apply and replace any previous contracts between the "Company" and the "Client".

2. Services. The services are subject to signing this contract and making the required payments; the "Client" shall provide all resources needed to perform the services specified in the agreement, as per the specifications and schedules agreed upon – all such details specified on the agreement.

3. Fees and Payments. a) The fee amount for the services including the frequency (if any) shall be as specified on the agreement. b) "Client" agrees to pay in advance to the "Company" the services fee or fees specified in the agreement. Extra payments will be applied to the last agreement payments, fees, penalties or remaining balances. c) The "Client" never will be charge on delay fees more that the 30% of his maximum annual usury rate. d)The "Company" shall provide the "Client" with invoices for the payments. e) All Payments must be made to the "Company" using the payment instructions indicated on such invoices. e) If the "Client" doesn't make any payment before invoice due date the "Client" will be breaching this agreement and assuming the penalties and fees according to this document.

4. Late Payments: Late Payments gives the following provisions; a) If the "Company" has not received payments for any invoice within 10 days from its invoice due date, the "Company" shall charge to the "Client" a 12% penalty on the unpaid amount of such invoice, on a monthly basis, with a 12% progressive increase until such invoice is paid (i.e., each consecutive month there will be a 12% increase on the previous month's amount that remains unpaid for any pending invoice). b) The "Company" reserves the right not to commence and/or stop the services and/or refuse to provide deliverables for the services and/or delete content until the "Client" has made all due payments. Stop services doesn't stop client payment responsibilities. c) Late fees from actual or previous services can be claimed by the "Company" at any time.

5. Deliverables. a) The "Company" will deliver the services to the "Client". b) The Client will have 3 business days from the date of delivery to inform the "Company" of any problems or request changes. After expiration of the 3 days period the "Client" will be deemed to be satisfied with the delivery (posts online or files delivered). c) There will be new charges or fees for the extended production times or new orders. New changes or new requests will start at \$75/hour with a \$400 minimum charge. d) The "Client" should communicate clearly by writing all changes to the "Company". e) The "Company" shall provide deliverables for the services through the regular methods of delivery (email, WeTransfer, etc). f) Deliveries that have already been sent to the client or have already been posted online have an extra \$600 charge for each new request. g) The "Company" does not have any obligation to keep the files, docs, videos, etc. h) The "Client" will be responsible for the cost of files deliverables under \$300 without previous notice or authorization. i) The "Company" will storage the videos, banners, strategies and docs related to client services only on exceptional times and under "Company" preference. The "Company" does not have any obligation to keep copies of any of the work done and delivered.

6. Copyrights. a) It should be understood that the "Client" and the "Company" are the owners of the copyrights of the footage and images taken for the "Client" if any. Meanwhile, it is important to note that at all times of public use of the deliverables, "Company" must be acknowledged. b) If there is any legal problem and the "Company" has to hire legal services to resolve the situation the "Client" will be responsible for paying all the legal costs. c) All copyrights issues are the responsibility of the "Client" in any job delivered or publish with the "Client" approval.

7. Cancellation & Renewal. a) Contract cancellation has to be underwritten, under mutual agreement and approved by both parties. b) If the "Client" wishes to cancel the services, the "Client" will need to inform the "Company" by writing four months in advance before the renovation date. c-1) With the 360 Strategy monthly payments: The "Client" shall be liable for the payment of the four monthly invoices and all costs incurred by the "Company" at that stage plus 40% of the total contract before cancellation can occur. c-2) With the video or web productions (3 payments). The "Client" shall be liable for payment of all costs incurred, invoices and job performed by the "Company" at that stage plus 45% of the total contract fee before cancellation can occur. d) any of the parties can stop the automatic renewal of this contract provided that it communicates in writing 90 days before the expiration of the contract, otherwise the contract will be automatically renewed.

8. Interruption. This contract could be paused for a short period no longer than one month. a) The interruption has to be underwritten and approved by both parties "Company" and "Client". b) The "Client" shall be liable for payment of all costs incurred by the "Company" at that stage. c) The balance remaining at that stage has to be paid before the interruption is approved.

9. Indemnification, a) The "Client" agrees to indemnify and hold harmless the "Company" from any claim, "Client" payment delay, demand, cause of action, suit, controversy, loss, damage, liability, obligation, cost, and/or expense arising out of or in any way related to the Services. b) If the "Client" has any claim or legal issue related to this contract, the "Company" (ADC Media Productions or Alianza Digital de Comunicaciones) or the services provided by the "Company," The "Client" has to share all information with the "Company" immediately and before taking any action. If there is any legal cost or fee with the services or contract, the "Client" will be responsible for all indemnifications.

10. Costs/Expenses. a) "Client" agrees to pay all costs and expenses including without limitation the complete legal costs incurred by the "Company" in enforcing this Contract and/or solving any claims or liabilities that is brought against the "Company" in relation to the services or the deliverables. If the "Client" doesn't pay these legal fees on time, there will be a 20% monthly increase on the previous month's invoiced amount for the legal services provided to the "Company", until the "Client" makes all the payments. b) Extra expenses approved by the "Client" to provide the necessary legal services should be paid to the "Company" in advance. c) Under "Company" discretion the "Client" services already provided could be shut down permanently or for a period of time until full delayed payments are made or the "Company" is totally recovered.

11. Privacy Policy, the "Client" agrees that the "Company" may collect and store your personal information but shall only use such information for purposes and to the extent necessary for the "Company" to perform the Services.

12. Confidentiality. The "Client" and the "Company" agree to hold any proprietary and confidential information of the other acquired in connection with the performance of any obligations under this contract, in strict confidence until such information otherwise becomes publicly available or unless otherwise required by law. The "Client" and the "Company" understand that these terms and conditions, agreement, strategies, proposals, fees and everything related to the partners relations is confidential and sharing any information could be penalized. All "Company" confidential documents and any information shared can't be published or shared at any time with others in any case (including legal advisers, family, friends or external counselors).

13. Contract Modification. This contract constitutes the full understanding between the "Client" and the "Company" with respect to the services and can only be modified under a by writing agreement signed by both parties.

14. Credits. The "Company" will choose and reserve the right to promote or add "Company" name or Logo on each production or service provided to the "Client".

15. Governing Law are as indicated below; a) This Contract shall be governed by, construed, and enforced by laws and regulations of the State of Georgia at the Fulton County court. b) Any dispute or difference which may arise between the "Client" and the "Company" in relation to any matter arising under this contract shall be settled amicably and in good faith.



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