

Terms & Conditions

1. Agreement This Agreement is entered between Endwave LLC (“Endwave”) and you (“Client”) and is agreed upon, in its entirety, at the time of placing your order (i.e., the “Execution” date). *Agreement subject to change, with or without notice. Last updated on August 4, 2015.*

2. Endwave Responsibilities Upon Execution, Endwave agrees to professionally produce the video(s) package(s), as ordered by Client, according to the specifications (and within the corresponding estimated timeframes) provided at the time of the order. Estimated timeframes are just that—estimates. Although Endwave intends to meet stated estimates, Endwave is not responsible for missing such estimates, except where negligence can be shown. Endwave is not responsible for delays caused by Client (e.g., not getting the required items back to Endwave in a timely manner, general lack of timely communication, etc.). Upon completion of work (including complete payment—see “Payment” section below), Endwave will provide all project files to Client, and completed videos will be owned by Client outright to be used where and how Client pleases.

Endwave reserves the right to deny production of any video it deems—at its sole discretion—in violation of its own internal standards of decency, including, but not limited to, content that is perceived (whether actual or not) as unlawful, misleading or deceptive, or libelous or slanderous; abusive, offensive, insulting, threatening, or hateful (racially, ethnically, or otherwise); violent, obscene, sexual, or pornographic, etc.

3. Client Responsibilities Upon Execution, Client agrees to provide Endwave with needed materials to produce Client’s video(s), according to the schedule provided by Endwave, and make payments, according to the payment terms (see “Payment” section below).

4. Payment Endwave accepts payment via credit card or money wire. 50% is due upon entering this Agreement, with the remaining 50% due before the final, completed video(s) is (are) released to Client for use.

5. Cancellation/Return Policy Due to the nature of video production, it is not possible to cancel an order (including cases where multiple videos are being produced as part of a “package deal”), or return an order after completion. Once the order is placed, Endwave will commit its resources to production, which cannot be cancelled or returned by the Client. Endwave reserves the right to cancel or suspend production, due to non-payment, or because the video(s) is (are) in violation of its standards of decency (see “Endwave Responsibilities” section above).

6. Use of Video(s) Endwave reserves the right to display, transmit, or otherwise make use of Client video(s)—in full or in part—for promotional use. For example, *but not limited to*, as a sample of work or other method(s) of promotion, Endwave may post Client video(s) on its website, www.endwave.com, its affiliated websites, YouTube channel(s), and any partner website(s) and their associated entities, as well as the ability to transmit Client video(s) via email or text (or any other method of display and/or transmission to that end) to third-parties.

7. Intellectual Property Client acknowledges that no rights to any intellectual property (including, but not limited to, patent, trademark, service mark, design, copyright, etc.) are transferred to Client by Endwave through the production of any video(s). Further, Client ensures that any materials provided by Client to Endwave are owned/licensed by Client and are free to be used in the production of such video(s) and releases Endwave from any liability from using such materials. Should Client become aware that supplied materials are an infringement (whether actual or alleged) of a third party’s intellectual property rights, Client will immediately notify Endwave and agrees to allow Endwave to take any appropriate action relating thereto. Client also takes sole responsibility for any infringement of intellectual property rights of a third party, resulting from Client’s use of such materials in question, and Client must indemnify Endwave for any costs, expenses, damages or liability incurred by Endwave arising from any such infringement.

8. Liability and Indemnity Endwave accepts no responsibility for loss, failure, or corruption of video files, once it is in the hands of Client. Further, should Client breach this Agreement, Client hereby indemnifies

Endwave with respect to all costs, expenses, and interest (real or lost) incurred from actions taken therewith by reason of such breach.

9. Dispute Resolution/Jurisdiction In the event of a dispute between Endwave and Client, either party may notify the other, in writing, at the soonest possible time, to attempt to resolve the matter, in good faith, without the need of formal legal proceedings. If Endwave and Client are not able to resolve said dispute, the matter will be governed according to the laws of the state of Utah, within the proper courts of jurisdiction.

10. Entire Agreement This constitutes the entire agreement. Any modifications relating to a specific order between Endwave and Client must be made in writing by both parties.