

Terms and Conditions — Freddy Clips LLC

TERMS AND CONDITIONS. Freddy Clips LLC (referred to as “Freddy Clips LLC”) reserves the right to change or modify this Agreement, and any policy or guideline incorporated by reference at any time at its sole discretion. You (referred to as “Customer”) accept our Terms of Service, detailed herein, upon clicking the checkbox in our checkout process (which is required to complete the form). You agree that you’ve reviewed and understand the content within this agreement, which outlines the details of the scope of our services. Any changes or modification will be posted by Freddy Clips LLC to **freddyclips.com/terms** and become effective upon posting of the revisions on this document. You are responsible for regularly reviewing the website to obtain timely notice of such changes or modifications. Your continued use of the Services following Freddy Clips LLC posting of any changes or modifications will constitute your acceptance of such changes or modifications.

IF YOU DO NOT AGREE TO THE TERMS OF ANY MODIFICATION, DO NOT CONTINUE TO USE THE SERVICES AND IMMEDIATELY PROVIDE NOTICE OF CANCELLATION OF THIS AGREEMENT.

Use

Your subscription and any add-ons will automatically renew at the end of the applicable subscription period. Freddy Clips LLC works on one video at a time. Turnaround times are not guaranteed, but a majority of our customers get a first draft within 48 hours during business hours.

Cancellation

You may cancel your subscription with Freddy Clips LLC at any time before the end of the then-current subscription period. To cancel your subscription, please email us at **spencer@freddymedia.com**. Upon cancellation, you will continue to have access to the Freddy Clips LLC services and your files through the end of your paid billing term. Access to your account files requires an active subscription. Cancelled accounts will not have access to their files once their billing term has ended.

Payment and Refunds

Payments are non-refundable, and we do not provide refunds or credits for any partial subscription periods. You must let us know at least 5 days before your billing date if you are going to pause or cancel. In order to give this notice, send an email to **spencer@freddymedia.com**.

You further agree that, upon registering for the services through the Site, you authorize Freddy Clips LLC to charge your method of payment (e.g. credit card) for the fee on each anniversary of your registration date, based upon your billing frequency (e.g. monthly, quarterly, annually). Your account and access to the services provided via the site may be suspended in the event of non-payment of applicable fees.

You represent and warrant to Freddy Clips LLC that such payment information is accurate and that you are authorized to use the method of payment. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.

Freddy Clips LLC may change its fees from time to time by posting the changes on the Site with 5 days prior notice, but with no advance notice required for temporary promotions or reductions in fees.

You, the client, are responsible to use Freddy Clips LLC after payment.

Limitations and Abuse of Service

If we find that you are not in alignment with our model, sharing accounts/logins, violate our core values, or are abusing our services or team in any way, including using our services for illegal or adult/pornographic materials, we reserve the right to cancel your account.

We don't provide the following services: **Voice-overs, Animations.**

Social Media Posting Services

If you have opted into or purchased a plan that includes social media posting, you hereby authorize Freddy Clips LLC to access and post to your selected accounts, including but not limited to Instagram, TikTok, Facebook, YouTube, X, and LinkedIn on your behalf. Posting services may include uploading videos, adding thumbnails, scheduling, and writing or publishing captions, based on the agreed posting strategy. By agreeing to these terms, you authorize Freddy Clips to utilize third party posting services including but not limited to Sprout Social.

While Freddy Clips LLC will use commercially reasonable efforts to ensure that posts are accurate and published according to schedule, you, the Customer, acknowledge and agree that you are ultimately responsible for reviewing and monitoring all posts made to your accounts. You must promptly notify Freddy Clips LLC of any errors, inaccuracies, or other issues in connection with posted content so that corrective action may be taken.

Freddy Clips LLC shall not be held liable for any damages, losses, or claims arising out of or relating to errors in posted content, missed posts, delays, or other issues connected to social media posting. Your continued authorization of Freddy Clips LLC to access and manage your accounts serves as your acceptance of these responsibilities and limitations.

Output Files

While we do our best to minimize any mistakes, due to the nature of creative video editing we cannot guarantee all files delivered will be 100% error-free. Upon file delivery, you agree to review and proof all files for any errors or omissions and notify our team if any changes/corrections are needed. We will do our best to rush any edits to correct the mistakes. Freddy Clips LLC is not responsible or liable for any losses or expenses incurred from errors or omissions.

The outcome of your video depends on how thorough and detailed you are with your instructions. We will not perform any services that are not specified in the instructions required upon submitting a project.

Ownership of Content

Customer maintains the ownership rights in any User Content that Customer submits to the site and the finished product Freddy Clips LLC produces.

Storage

Any digital files stored on our Google Drive service will be kept for a maximum of 3 months starting on the date they were uploaded.

Grant of Limited Rights to Freddy Clips LLC

By submitting a Task to Freddy Clips LLC, the Customer gives us the rights to User Content to the extent necessary to complete the Task. Each Customer authorizes us to retain archival copies of all User Content that such Customer has submitted.

By default, you agree to provide Freddy Clips LLC with a non-exclusive right and license to publish your work in our portfolio, website blog, social media, email, or other communication efforts. If you would like to revoke this right, please notify our team in writing to **spencer@freddyclips.com**.

By submitting footage, music, or graphic media, you declare that you own the rights to that content and/or have permission to use them. You waive Freddy Clips LLC against all claims derived from copyright infringement.

Work and Delivery Output

While we can accept unlimited requests and revisions, our output volume depends on many factors, namely depending on the total request volume and complexity. We will do our best to

work with you to accommodate your timelines and any priority items, but our suggestion is to not use our service for time-sensitive requests.

Your right to use the Freddy Clips LLC services shall terminate upon your breach of any term of this Agreement.

Limitation of Liability

We will not be liable to you or any third party in any event for any loss (financially or otherwise) or any damages arising from or relating to this Agreement. You acknowledge and agree that your use of this site is at your own discretion and risk.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF Freddy Clips LLC UNDER THIS AGREEMENT EXCEED FIFTY DOLLARS (\$50), REGARDLESS OF THE CAUSE OF ACTION, IN TORT, CONTRACT, OR OTHERWISE.

Definitions

Business day – Freddy Clips LLC operates in the United States Eastern Time Zone Monday – Friday from 8 am – 4 pm.

Digital Millennium Copyright Act (DMCA)

In the event materials are made available to this Site by third parties not within our control (ie: stock footage, creative commons license), we are under no obligation to, and do not, scan such content for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to remain on the Site.

If you believe any materials on the Site infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and

information reasonably sufficient to permit us to locate the material;

- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Freddy Clips LLC

1822 Seminole Rd

Atlantic Beach, FL 32233

spencer@freddymedia.com

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

Governing Law

Any claim relating to Freddy Clips LLC's website shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.

Privacy Statement

SECTION 1 – WHAT DO WE DO WITH YOUR INFORMATION?

When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us, such as your name, address and email address.

When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

Email marketing (if applicable): With your permission, we may send you emails about our store, new products and other updates.

SECTION 2 – CONSENT

How do you get my consent? When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

How do I withdraw my consent? If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information at any time, by contacting us at **support@freddyclips.com**.

SECTION 3 – DISCLOSURE

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

SECTION 4 – SERVICE PROVIDER PRO.

Our store is hosted on Service Provider Pro. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

Your data is stored through Service Provider Pro data storage, databases and the general Service Provider Pro application. They store your data on a secure server behind a firewall.

Payment: If you choose a direct payment gateway to complete your purchase, then Stripe stores your credit card data.

SECTION 5 – THIRD-PARTY SERVICES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

SECTION 6 – SECURITY

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with AES-256 encryption.

Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

SECTION 7 – AGE OF CONSENT

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

SECTION 8 – CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website.

If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to provide services to you.

QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend/delete any personal information we have about you, register a complaint, or simply want more information, contact our Privacy Compliance Officer at: **spencer@freddymedia.com**