

Terms of Service

These Terms of Service (“*Terms*,” or the “*Agreement*”) are a legal agreement. By using our Service, using Content produced by our Service, or by delivering Product to us, you are agreeing to these terms.

Rick Contreras Consulting is a Service (the “*Service*”), which primarily produces product photography and related Content which may include photographs, graphics, video, logos, copywriting content, and audio recordings, (referred to as “*Content*”). All final deliverables are described at 9. Deliverables. Any products you send us, we refer to as “*Product*” in these Terms. Our Website, which can be accessed at www.RickContreras.biz is referred to as the “*Website*.”

www.RickContreras.biz is owned by 00X LLC a California Limited Liability Corporation (“www.RickContreras.biz”, “*we*,” or “*us*”). By using our Service, whether as an individual or as a representative of an entity that is using our Service, you are a “*Client*” (or “*you*”) according to these Terms.

These Terms of Service, combined with our Privacy Policy govern the professional relationship between you and Rick Contreras Consulting. Any questions or concerns about these terms should be referred to our contact page.

1. **Eligibility.** In order to use our Service, you must:
 1. Be able to enter into legal contracts;
 2. Submit a completed “Contact Form”;
 3. Agree to these Terms Of Service;

4. Provide complete and current contact information.
2. **Updates.** We may update or make changes to these Terms of Service on our Website. The revised Terms shall take effect and remain in full force immediately upon publication.
3. **Communication.** Communication to you about your account, order, billing, Product, legal notices, or anything else related to the Service we provide, will be sent to the email address you provided when starting your order. We may also contact you via telephone, but are not required to do so. You should ensure any email coming from the domain “www.RickContrears.biz” is added to a “whitelist” to prevent the email being rejected as spam.
4. **Invoicing and payment.** Payment is required to begin work on your project. When payment is received, your project is now considered as in the Pre-Production Phase, and is added to the next available opening on our production schedule. The timeline of the project deliverable depends on your cooperation and response rate with our team.

Payment terms. All payments are required in full before any part of the production process is initiated. Alternate payment terms may override this section if agreed to in writing by both parties.

Non-payment. In case of an alternative payment agreement and if final payment for our services is not received, we may take legal action to collect payments due. In the case you have already received our deliverables we can exercise our rights under the Digital Millennium Copyright Act to issue takedown notices requesting the removal from website(s), any Content we have delivered to you which have gone unpaid. We may also seek injunctive relief to prevent unpaid Content from being published or displayed. Additionally, we can pursue legal action for actual damages for copyright infringement if you publish or use our Content without remitting payment.

Project abandonment. When payment is received, we see that

your project is started as fast as possible, beginning with the Pre-Production Phase. In the case that we have received your payment and you remain unresponsive for a minimum of 30 days, we reserve the right to put your project on hold. A project on hold will need to be restarted with a new timeline. Your project can be put on hold for a maximum of 60 days (30 days of unresponsiveness PLUS 30 days after the initial 30 day-period of unresponsiveness) from which we reserve the right to abandon the project, unless further discussed between you and Rick Contreras Consulting. Payments already previously made will not be refunded should this be the case.

5. **Refund policy.** All sales made are considered final. Payments made to us are not refundable unless Rick Contreras Consulting has failed to uphold a responsibility specified within these terms of services. In the event that Rick Contreras Consulting fails to uphold their responsibility under these terms of services, a refund will be processed via the same method as the payment was made. Credit card payments will be refunded to the same card payment was made.
6. **Pricing.** The current pricing is published on the pricing page of our Website. We may make changes to the prices we charge for our services at any time by publishing the new rates to our Website, and will take into effect as soon as they are posted online. Those who have already made payments for any of our services will not be affected by the pricing change, and will not be charged extra in the case of price increase, and will not be refunded in the case of price drops. We may offer other services that aren't listed on our pricing page and, if applicable, those rates will be disclosed before payments are made, invoices are sent, and production begins.
7. **Production and creative process.** Production and creative processes commences once the quote is paid in full. The

following points are meant as guidelines for you as our client to understand the entire process, your rights and the processes behind. The following points can be subject to changes.

Re-shoots and Revisions. During the review period, you may contact us through our Revision and Request Form to request changes to the Content such as re-shoots, edits, or additional photos. Upon request, we will re-shoot or edit photos free of charge under the following circumstances:

1. **Request for minor revisions.** If you see anything in the Content that you'd like us to touch-up, we can perform up to two (2) rounds of minor editing per deliverable, free of charge, at your request to further adjust details such as color, tone and any other adjustments that can be made without re-shooting the Content. We allow revisions for a maximum of 10 business days and recommend our clients to revise within 72 hours of each revision.
2. **Request for major revisions.** Please note that we do not conduct major revisions free of charge. Upon starting a project with us you will be sent a revision sheet overview.

8. **Major and Minor Revisions.** These are the guidelines laid out by our creative teams as to what defines a Major Revision, which will entail additional charges, and a Minor Revision:

GRAPHIC DESIGN

MINOR REVISIONS	MAJOR REVISIONS
-----------------	-----------------

ON EVERYTHING:

- Light Photoshop image manipulation
 - Cleaning few blemishes, dings, imperfection naturally found on product
 - Slight color/level adjustments (eg, slightly make brighter/darker)
- Slightly moving or nudging a position of the product or design element (shape, text etc...) in the design
- Updating or replacing copy with something that is provided by the client
- Changing font type and color or family type (regular, bold, italicized etc.)

ON EVERYTHING:

- Heavy Photoshop image manipulation.
 - Adding a missing part of the product that was not shipped to us.
 - Cleaning a lot of blemishes, dings, and imperfections naturally found all over the product and not caused by Rick Contreras Consulting.
 - Fixing something that the product naturally has (creases, folds, bends...etc)
 - Adding the logo to the product that supplier didn't print on the product and

SPECIFIC TO AMAZON GALLERY IMAGES:

- Image resolution resizing.
- Adding / removing shadows on Main and Secondary Images
- Adding / removing their logo in the images (not on the product)

SPECIFIC TO EBCs:

- Rearranging order of the banners (eg. moving the bottom banner on the 3rd row etc.)

SPECIFIC TO PRODUCT PACKAGING AND PRODUCT INSERTS:

- Adding/removing features to highlight

was not initially requested

- Updating an outdated product label or product packaging with a new design through photo manipulation
- Heavy level/color adjustments (eg. Wants the product in a different color; wants daytime shot changed to a nighttime shot etc.)
- Copy or text update that needs help from copywriters
- Swapping out the image of the product with a different photo of the product (eg. Wants angle changed etc.)
- Change of stock photo model

in the packaging or insert will not change the arrangement of the layout.

- FNSKU/barcode update
- Adding additional required labels (compliance labels, made in XXX, etc...)

SPECIFIC TO LOGO DESIGN:

- Minor touch up and scale/angle adjustments on selected logo study
- Color change on selected logo study
- Removing minor elements on selected logo study (eg. Remove the dot on top of the letter i...)

- Change of background of photoshop composed or photo-manipulated Lifestyle Images

SPECIFIC TO AMAZON GALLERY IMAGES:

- Change Infographic layout or how things are arranged on Main and Secondary images.
- Changing or adding/removing features that need to be highlighted by the infographic.
- Change/update of overall design, theme or look of Infog (eg. Update color theme, change design shapes, icons and elements used.
- Change or update of bundle/inclusions or number of pieces of the product

SPECIFIC TO EBCs:

- Change of EBC template
- Changing the product image/model image used in any of the banners
- Change/update of overall design, theme or look of EBC (eg. Update color theme, change design shapes, icons and elements used.

SPECIFIC TO PRODUCT PACKAGING AND PRODUCT INSERTS:

- Change/update of overall design, theme, or look of packaging or insert (eg. Update color theme, change design shapes, icons and elements used.

	<ul style="list-style-type: none"> ● Change of shape, size and orientation of packaging and insert die cut. ● Adding/removing features to highlight in the packaging or insert that will require rearranging layout of elements. <p style="text-align: center;">SPECIFIC TO LOGO DESIGN</p> <ul style="list-style-type: none"> ● Scrapping of all studies and requesting for new ones. ● Adding/removing/changing major elements that's part of the logo (eg. Change the dot of the letter I into something that looks like the sun...)
<p>9.</p> <p>COPYWRITING</p>	
<p style="text-align: center;">MINOR REVISIONS</p>	<p style="text-align: center;">MAJOR REVISIONS</p>

ON INFOGRAPHICS:

- Change of jargon or product titles
- Edit client work – sometimes the clients like to edit what we write, then they ask us to polish

EBC:

- Change of headers, subheaders
- Move the information around
- Addition of extra facts

LISTING OPTIMIZATION:

- Only very minor (term or word usage – minimal) revisions to the copy will be considered, or sizing

ON INFOGRAPHICS:

- Addition of another infographic
- Contesting of information; rewrite based on fact check

EBC:

- Addition of another section
- Change of tonality (ex: from happy to sad)
- Total overhaul of features/attributes/benefits (I don't like what was written, it doesn't encompass my brand, it's not what I wanted, please rework to include the ff info...)

LISTING OPTIMIZATION:

(ex: 50 cm instead of 40 cm).

- Any change to the Listing Optimization will be considered as a Major Revision. Any keyword research done by the client that s/he insists on that the copywriting team should use must be submitted before the project is endorsed to production. Anything that is sent during or after the copy has been provided will be considered a re-do and a major revision

10.

PHOTOGRAPHY

MINOR REVISIONS

MAJOR REVISIONS

IN GENERAL:

- Shots not included/wrong information in the brief
 - Should we charge for the time to reshoot?
 - If it is a photographer error, no charge for reshoot
 - Where QA comes into play
- Minor would be:
White background,
No model/prop/outdoor location needed

IN GENERAL:

- Shots not included/wrong information on the brief
 - Should we charge for the time to reshoot
 - If photographer error, then no charge for reshoot
- Reshoot for complex products, such as:
Silicone food bags;
Mosquito nets; Party sets
- Reshoot that requires purchasing and/or coordination: Props, Models, Location

11.

VIDEO

MINOR REVISIONS

MAJOR REVISIONS

IN GENERAL:

- Changing text/font: placement of text, color of text, size of text
- Specific shots not included – due to lack of information on the brief
- Adding “key features”
- Removing specific clips

IN GENERAL:

- Changing the music: video must be edited from scratch
- Client asks for footage that was not included in the original brief: client will be charged for the reshoot
- Complications with Model: need a reshoot
- Change animated text
- Reshoots require props, model, locations
- Changing voice over artist
- Change the look or overall design

12. **Change requests.** Some change requests made during the review period may require an additional charge. Examples include:

1. **Additional photos.** If you request additional photos that were not previously included on the Project Brief we will inform you of the cost and request payment prior to completion of the work.
 2. **Reshoots.** If we have photographed images as they are described on the Project Brief but you would like to see them changed that requires them to be re-shot, then we may quote an additional charge to cover the cost of reshooting your project.
13. **Delivery.** After production is complete, the Content will be delivered through email. You agree that we are not responsible for loss associated with the availability, security, or confidentiality of the Content delivered. We recommend that you make backup copies of all Content for your records in the event of data loss. We will only store pictures up to three (3) months, unless there are any agreements made between Rick Contreras Consulting and the Client. After the three months have passed, your files will be deleted. We also do not provide editable files (PSD) as part of the deliverables. If you wish to have the editable files, these can be purchased at an additional fee.
14. **License and permitted use of Content.** You may use Content we deliver to you in connection with your order, only after a full payment has been made, for any permitted use that does not violate this agreement. We hereby grant to you the following rights:
- Perpetual use.** There is no expiration date on your rights to use the Content, meaning you can use the Content forever with no end date.
- Exclusive use.** You have the exclusive right to use the Content. However, we retain the right to use the Content for our own promotional publication and internal use, including our portfolio and marketing materials. We will not use footage of your Content

that contains your brand name.

Unlimited use. Except as provided in section 12(b) below, you may display the Content an unlimited number of times.

Derivative works. You may modify, retouch, combine, crop, annotate, or otherwise edit and create derivative works from the Content. Our Content contained within derivative works you create remain our copyrighted material and the terms and restrictions within this license also apply to those derivative works.

Permitted uses. Permitted uses include but are not limited to: websites, online stores, online advertisements, email newsletters, video, film, television, printed advertisements, printed catalogues, product packaging, billboards, computer software, and mobile applications.

15. **Copyright ownership & transfer.** Copyright ownership. All Content remains the copyrighted intellectual property of Rick Contreras Consulting until handed over to you upon final deliverable. Once content is handed over you have full ownership of the copyright of your materials.

16. **Intellectual property of third parties and visible on Product.** Products you direct us to photograph may contain trademarks, logos, or copyrighted designs that become visible in the finished Content we produce for you at your direction. By directing us to photograph your Product/s containing visible intellectual property, you certify that you either own, or have received permission from the owner, to use any and all trademarks or copyrighted designs, visible on all of the Product you have directed us to photograph. By using the Content, you certify that the Content and your use of the Content, does not infringe on the intellectual property rights of any third party. You accept that it is your sole responsibility to obtain necessary permission to use any and all trademarks, logos, artwork,

copyrighted designs, or other intellectual property visible within the Content.

Stock photography and artwork. If stock photography or other artworks owned by third parties are incorporated into the Content we produce for you, we certify that this content has been paid for and/or licensed by us for use in the Content in accordance with the terms of service of the respective supplier. When printing Content containing aforementioned stock photography and artwork, the maximum number of printed copies that may be produced shall not exceed 500,000 print copies. This restriction does not apply to electronic displays, such as on a website.

17. **No warranties.** The Content is provided, to the maximum extent permissible by law, with no warranties of any kind, either express or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose. We do not warrant or represent that the Content will meet your requirements or that the Content will be free of errors. Additionally, we do not warrant that the Content will guarantee improvements in sales of the Content's listing. We cannot be held liable in the case that you are not satisfied with the performance of the Content.

18. **Websites and the use of its contents.** Unless noted otherwise, all materials on the Website (collectively, the "Contents") are copyrighted property owned by Rick Contreras Consulting, one of its affiliates, or by third parties who have authorized their materials for use on our Website and are protected by U.S. and international copyright laws. Cyber security Users are strictly prohibited from violating or attempting to violate the security of this Website, including but not limited to: **Interference.** Attempting to interfere, without limitation, with service between the Website and any user using means of submitting a virus to the Website, overloading, "flooding,"

“spamming,” “mail bombing,” or “crashing” the Website.

Spamming. Sending unsolicited email, including promotions and/or other advertising of products or services.

Accuracy of information. We make every effort to ensure the accuracy of the information contained on this Website. We are not liable for typographic errors, pricing errors, omissions, or mistakes that may be present in the content of the Website. If you find an error on our website please contact us so we can take action.

Links on Website. This Website contains links to third party websites. We do not accept responsibility for any such links and do not endorse or monitor them for content. We are not responsible for any damage or loss sustained through the use of these linked websites or their services.

Cache problems and viruses. Due to technical difficulties with the Internet or this Website, it is possible for you to receive inaccurate incomplete, or outdated copies of information from this Website. It is also possible for malicious software to affect this Website or be inadvertently downloaded from this Website. We are not responsible for any inaccurate or incomplete information delivered to you as a result of technical problems. We are also not responsible for any damage caused by malicious software or viruses downloaded in connection with the use of this Website.

19. **Refusal of service.** If we feel your project is not a good fit, we reserve the right to refuse service and decline the project. In the case we have accepted your payment, but unable to deliver your project we will refund your payment within 5 days. We also reserve the right to end an engagement should you be verbally hostile against our employees, we wish for all collaborations to happen in a fair and formal manner. Any concerns you may have

of our employees' engagement towards you can at any point be raised to our management team.

20. **Indemnification.** You agree to indemnify and hold us and our employees, officers, and owners, harmless from any losses, including all attorney fees that may result from any claims you make that are prohibited under these Terms due to any Limitation of Liability or other provision. You agree to indemnify and hold us harmless against any losses, including attorney fees, which result from third-party claims alleging you did something that, if true, would be a violation of any of these Terms.
21. **Limitation of liability.** You assume full responsibility for any loss and performance that results from your use of our Service or Content. We and our employees and owners, are not liable for any indirect or consequential damages under any circumstances.
22. **Severability.** If any of these Terms are found to be unenforceable for any reason, such provision shall be modified only to the extent necessary to make the provision enforceable and all other Terms shall remain in full force and effect. If we choose not to act on a breach of these Terms for whatever reason, it does not constitute a waiver of our rights with respect to such a breach or any subsequent breaches of these Terms.
23. **Attorney fees.** In the event of litigation, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
24. **Equitable relief.** If you violate these Terms we may seek injunctive relief from the courts.
25. **Assignment.** You may not assign your rights under these Terms to any other party. However, we may assign our rights to any other entity or individual at our discretion.

26. **Governing law.** These Terms shall be governed and construed under California law as such law applies to agreements between California residents entered into and to be performed within California and without effect to any California laws regarding conflicts of law. Any action or proceeding arising from these Terms or your use of our Service or Content must be held in the State and Federal courts in Los Angeles, California .
27. **Entire Agreement.** These Terms of Service make up the entire Agreement and supersede all prior agreements, understandings, and representations.
28. **Promotional offers.** Promotional deals will follow a separate Terms of Service that are specific for the particular deal.
29. **Anti Ranking Clause.** We do not warrant that the Content will guarantee improvements in sales of the Content's listing. We cannot be held liable in the case that you are not satisfied with the performance of the Content.

Contacting us

If you have any questions about this Agreement, our Website, or any of our services please direct these inquiries to:

Rick Contreras Consulting

111 E. Carson St. Suite #8-75 – Carson 90745 CA – United States