

## **Terms of Service:**

**Upon hiring me for my services, you agree to the following terms.**

**These terms are not a contractual obligation unless included in official contract documentation requiring signatures of affirmation.**

### **1. RIGHT TO SERVICE:**

I retain the right to refuse service to any commissioner, client, or third party at all times and for any reason unless doing so would cause a breach of contract.

### **2. USAGE RIGHTS:**

- a. I retain the rights to all of my work for the purpose of demonstration, personal, or commercial uses.
- b. I am allowed to resell created work (of my own production only) unless exclusive rights are granted to the client by myself.
  - i. The client always has the right to request exclusive rights, at which point I will rescind my rights of resale.
  - ii. Generalized work may be categorized into libraries to be packaged for resale as digital goods (I.E. music albums, sound effects libraries, or generic voice clips).
  - iii. Exclusive work, where determined, will not be included in these libraries or resold to third parties.
  - iv. Exclusive work will be detailed with the client's basic information within each file's metadata.
- c. The client retains the right to use my work only for the purposes intended unless otherwise agreed upon.
  - i. Subsequent uses (if agreed upon) are **NOT** subject to an extra fee.
  - ii. If subsequent uses require further service (more lines, writing, etc.), the continued work will be charged according to standard rates.

### **3. REFUNDED OR CANCELED SERVICES:**

In the event that my services are to be refunded/canceled, the rights for any work that is refunded/not completed will be removed from the client or any related third party and will return solely to me. Any service refunded this way **MAY NOT** be used by the refunding client or any connected party thereof for any purposes.

- a. Refunded/canceled services that have already been delivered through email or other means must be removed from the client's servers or any third party storage (without any existing copy) or, if a physical copy, completely discarded/shredded.
- b. Retention of copies of refunded/canceled work regardless of digital or physical will result in a penalty fee and legal recourse if necessary.
- c. Unpaid content **MAY NOT** be reproduced through means of, but not limited to, unmodified reproduction, file sharing, recording, artistic recreation, or any other forms of replication without express consent.

4. **UNUSED CONTENT:**

I will not be responsible for lines/dialogues/writings/productions that are not used in the final product. Payments are based on the work that is completed and no refund shall be issued for any unused work.

5. **PRICING:**

Pricings are subject to change at all times and may be adjusted accordingly if multiple retakes, rewrites, or excessive changes are made during the course of service. Prices are also subject to change if services are required at an accelerated or rushed constraint.

6. **EXPLICIT CONTENT:**

- a. Sexually explicit content (commonly referred to as “Not Safe For Work” or NSFW) of an erotic or pornographic nature will only be accepted from clients over the age of 18. No exceptions will be made.
  - i. If a client provides false information in an attempt to circumvent this age limit, I will remove my services; the client loses their rights of usage, any third party connected will lose their right of usage, and there will be a fee charge for 50% the total cost of services.
- b. Other explicit content (Profanity, vulgarity, adult themes, drug usage, violence, discriminatory language, physical or mental abuse, and etc.) is recognized as a necessity in some forms of media in order to provide a compelling/accurate story and to portray crucial themes or critical points and, as such, will not directly affect pricing or my willingness to participate in a project in which the explicit content is contained.

7. **ACCREDITATION:**

I shall be credited properly by full name as Levi Lustful, or a chosen alias (if I provide one), in all forms of media (where applicable) or alongside project supporters/workers for any project in which my content is used.

- a. If I deem it necessary, I reserve the right to have my name, title, or other information removed from a project solely upon my request.

8. **CLIENT DATA:**

All client information such as company name, personal names, online identifiers/titles, and etc. are strictly confidential and will not be shared unless I am granted permission. Client data will **NEVER** be sold to a third party or used for profit in any manner.

**9. PAYMENTS:**

To reduce issues regarding fraudulent payments, clients will be asked to render payments according to their standing.

- a. New clients or clients with neutral standing must render the full payment prior to the beginning of a service.
  - i. Payments may be based per project (one payment) or broken down per part of a project (multiple payments) depending on the client's needs.
  - ii. If the client determines multiple payments are desired, service will only be rendered for paid portions. Unpaid portions will not be processed.
  - iii. I agree to uphold my services to the highest standards and will provide all work (that payment has been received for) in a timely manner.
- b. Clients in good standing may be moved into the trusted tier and will be allowed to render payment upon completion of each service.
- c. If a client refuses to render payment, I will cancel my service, the client shall lose usage rights, any connected third party shall lose usage rights, and I will issue a fee of 50% the total cost of unpaid services.
- d. In the event that a project is unable to be completed due to my own inability or my decision to terminate service, the client's payment will be refunded and the standard refund/cancellation policy (See section 3) will take effect.

**10. LEGALITY OF USE:**

In the event that my works are used by a client for any illicit, deceitful, malicious, or unlawful purpose, all accountability will be directed to the client and I will be absolved of all responsibilities to the related matter.