

Storyfi, LLC Terms & Conditions

Effective as of March 1, 2026

1. Application of Terms

- These Terms and Conditions ("Terms") govern all video production and media services ("Services") provided by Storyfi, LLC ("Storyfi," "we," "us," or "our") to any individual or entity that engages Storyfi for such Services ("Client," "you," or "your").
- These Terms, together with any agreed-upon project proposal or estimate ("Proposal"), constitute the entire agreement between Storyfi and Client and supersede any prior discussions, representations, or agreements, whether written or oral.
- Client acknowledges that they have not relied on any representation not included in these Terms or the Proposal.

2. Scope of Services The Services to be provided by Storyfi are outlined in the Proposal and may include, but are not limited to:

- **Pre-Production:** Concept development, scriptwriting, storyboarding, location scouting, casting, etc.
- **Production:** Filming, directing, lighting, sound recording, etc.
- **Post-Production:** Editing, motion graphics, sound design, color correction, etc.
- **Media Planning and Buying:** Developing and executing media plans for video distribution, including negotiating and purchasing ad space.
- **AI Video Services:** Utilizing artificial intelligence tools for video creation, editing, and enhancement.
- **Deliverables:** Master video file, project files, and any other deliverables specified in the Proposal.

3. Change Orders

- Any changes to the scope of services outlined in the Proposal, including but not limited to additions, deletions, or modifications, must be documented in a written Change Order ("Change Order").
- Change Orders must be signed by both Storyfi and Client to be valid.
- Change Orders will include a description of the changes, any adjustments to the project timeline or budget, and any impact on the delivery of the Services.
- Storyfi will not commence work on any changes to the scope of services until a Change Order has been approved by both parties.

Storyfi, LLC Terms & Conditions

Effective as of March 1, 2026

4. Project Timeline

- The project timeline, including key milestones and deadlines, is outlined in the Proposal.
- Any changes to the timeline must be agreed upon in writing by both parties.

5. Creative Control

- Storyfi will collaborate with Client throughout the creative process. While Storyfi maintains creative expertise over technical and artistic execution, Client maintains approval rights over major creative decisions as outlined in the Proposal. Client feedback will be incorporated through the revision process outlined in the Proposal.

6. Usage Rights

- *[This section has been consolidated into Section 13: Intellectual Property]*

7. Client Responsibilities Client is responsible for:

- Providing accurate and timely information and materials necessary for the Services.
- Obtaining all necessary permissions, releases, and consents from client provided talent or locations.
- Reviewing and approving deliverables at each milestone.
- Providing clear and constructive feedback.

8. Payment Payment Terms:

- **Video/Media Production Valued Between \$1-\$5,000:** Full payment is due upon receipt of the signed estimate.
- **Video/Media Production Valued Between \$5,001-\$50,000:** A 50% deposit is due upon receipt of the signed estimate, with the remaining 50% due within 30 days of delivering the final assets.
- **Video/Media Production Valued Over \$50,001:** For projects exceeding \$50,001, Storyfi will collaborate with the Client to establish a mutually agreeable payment schedule. This schedule may consist of two, three, or four payments, with the initial deposit due upon signing the estimate. Payments will be structured as either 50/50, 50/25/25, or 40/20/20/20, depending on the project milestones and Client's preferences. Interim payments are due upon completion of each corresponding milestone.

Storyfi, LLC Terms & Conditions

Effective as of March 1, 2026

- **Media Buy in Any Amount:** Payment in advance (PIA) is required, as dictated by the duration and overall spend outlined in the media buy contract. This payment may be required in in-full upfront or divided into equal intervals preceding the scheduled buy to fulfill longer campaign durations.
- **Equipment Rentals in Any Amount:** Payment in advance (PIA) is required, covering all equipment booked over the full rental term. The renting entity must carry and furnish a Certificate of Insurance (COI) demonstrating liability coverage of no less than \$2,000,000 in total and not less than \$1,000,000 per occurrence, as well as workers' compensation insurance during the equipment rental period with minimum limits of \$1,000,000. If the Client does not have access to insurance, Storyfi can provide insurance for an additional cost.
- **Late Payment:** Overdue invoices will accrue interest at a rate of 1.5% per month. Client is responsible for all costs associated with collecting overdue payments.
- **Payment Method:** Payment shall be made in US Dollars via check or ACH electronic deposit; if permissible by Provider, payment may also be accepted by credit card and may be subject to a 3% service fee.

9. Invoicing Storyfi may invoice Clients in different ways depending on the nature and scope of the project:

- **Interim Invoices:** For ongoing projects with multiple phases or milestones, Storyfi may issue invoices periodically throughout the project to cover completed work.
- **Production Component Invoicing:** For projects with a total value exceeding \$5,000, Storyfi may issue a separate invoice specifically for the production phase of the project upon its completion. This applies even if other project phases (e.g., post-production) are still ongoing.
- The specific invoicing schedule will be detailed in the Proposal.

10. Project Cancellation & Rescheduling If Client cancels or reschedules a project, the following fees apply:

- **Complete Cancellation:**
 - 5 business days or more prior to shoot date: Forfeiture of the deposit.
 - Less than 5 business days prior to shoot date: Forfeiture of the deposit + production cost.
- **Rescheduling:**
 - 5 business days or more prior to shoot date: up to 15% of on-site production cost.
 - Less than 5 business days and greater than 2 business days prior to shoot date: 50% of the on-site production cost.
 - Within 2 business days of the shoot date: 100% of the on-site production cost.

Storyfi, LLC Terms & Conditions

Effective as of March 1, 2026

- **Deposit Forfeiture:** In the event of a cancellation by the Client, the deposit paid will be forfeited and applied towards the cancellation fee. If the cancellation fee exceeds the deposit amount, the Client will be responsible for paying the remaining balance. If the deposit exceeds the cancellation fee, the remaining balance will not be refunded to the Client.
- **Cancellation Following Rescheduling:** If a Client reschedules a project and then subsequently cancels the project for any reason, they will be subject to the maximum cancellation fee outlined in this policy based on the original shoot date, regardless of when the rescheduling or cancellation occurs. This means that if a Client reschedules a shoot and then cancels, they will be subject to the same cancellation fee as if they had canceled on the original shoot date with short notice.

11. Location and Insurance

- **Client Responsibility:** If filming takes place at a location provided by the Client, the Client is responsible for:
 - Ensuring the location is safe and free of hazards for all personnel and activities involved in the production.
 - Complying with all applicable safety regulations and obtaining any necessary permits or permissions.
 - Maintaining adequate insurance coverage for the shoot, including but not limited to commercial general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. (See Section 21 for Storyfi's insurance coverage).
- **Certificate of Insurance:** Upon request by Storyfi, Client shall provide Storyfi with a Certificate of Insurance evidencing such coverage. The Certificate of Insurance must name Storyfi as an additional insured.
- **Indemnification:** Client agrees to indemnify and hold Storyfi harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to any injury, death, or property damage occurring at the Client-provided location, unless such injury, death, or property damage is caused by the sole negligence or willful misconduct of Storyfi.
- **Site Visit:** Storyfi reserves the right to conduct a site visit to assess the safety and suitability of the Client-provided location before the shoot. If Storyfi determines that the location is unsafe or unsuitable, Storyfi may require the Client to provide an alternative location or may terminate the Agreement.

Storyfi, LLC Terms & Conditions

Effective as of March 1, 2026

12. Expenses

- Storyfi will build reasonable travel, accommodation, and other expenses into production budgets.
- In the event of rescheduling due to circumstances of their control, additional expenses may be incurred.
- Expenses will be pre-approved by the Client whenever possible.

13. Intellectual Property

- **13.1 Ownership:** Storyfi retains ownership of all intellectual property rights in the Services, including but not limited to copyrights in raw footage, designs, and concepts.
- **13.2 Client License:** Upon full payment, Storyfi grants Client a non-exclusive, perpetual license to use the final video production for the purposes specified in the Proposal. This license includes the right to use the video in the following territories: United States and on the following media platforms: television (broadcast and cable), streaming services (e.g., Netflix, Hulu, Amazon Prime Video), online video platforms (e.g., YouTube, Vimeo), social media platforms (e.g., Facebook, Instagram, TikTok), websites, and mobile applications.
- **13.3 Talent/Licensed Content Limitations:** If the video production includes talent or licensed content (e.g., music, stock footage), Storyfi must be informed of ultimate usage rights, prior to the signing of the contract. Storyfi will make best efforts to secure perpetual, worldwide usage rights but due to time limitations, regional restrictions, or other licensing considerations, the license granted to Client may be limited in scope. These limitations may include restrictions on the territories where the video can be broadcast or retransmitted, the duration of the license, or the specific media platforms on which the video can be used. Storyfi will inform Client of any such limitations in the Proposal or in a separate written agreement.
- **13.4 Raw Footage Purchase Option:** Optionally, the Client can purchase the raw footage for an additional fee.
- **13.5 Storyfi's Promotional Use:** Storyfi reserves the right to use the final video production for its own promotional purposes, including showcasing it on its website and portfolio.

14. Storage and Retention of Media Storyfi will store and manage all media produced on your behalf as follows:

- **Capture and Initial Storage:** All footage will be captured in High Definition (as standard) and stored on professional-grade digital media. This media will be transferred to Storyfi's studio for secure storage.

Storyfi, LLC Terms & Conditions

Effective as of March 1, 2026

- **Active Project Storage:** During the post-production process, all project files and footage will be stored on password-protected computer systems at Storyfi's hardware.
- **Backup and Archiving:** Following the completion of a beta edit, the footage will be copied to a secondary backup hard drive at our studio to protect against electronic drive failure. All original source media and project files will then be transferred to a secure, off-site storage facility.
- **Retention Period:** Storyfi will retain archived footage and project files for a minimum of 1 year after the completion of the project, unless otherwise agreed upon in writing with the Client. Clients may elect to extend the retention period beyond 1 year at a rate established and communicated by Provider, detailed in a separate proposal or agreement.
- **Data Security:** Storyfi employs industry-standard security measures to protect client data, including encryption, access controls, and regular backups.
- **Retrieval:** Clients may request access to or retrieval of their archived footage by contacting Storyfi. Storyfi will make reasonable efforts to provide access to archived footage within a reasonable timeframe, subject to any applicable fees for retrieval and transfer.
- **Liability:** Storyfi will take reasonable precautions to prevent data loss or damage. However, Storyfi's liability for any loss or damage to client media shall be limited to the cost of replacing the physical media on which the data was stored, unless such loss or damage is caused by Storyfi's gross negligence or willful misconduct.

15. Confidentiality

- Both parties agree to hold confidential all information disclosed by the other party during the course of the project, whether marked confidential or not.
- This obligation shall survive the termination of this Agreement.

16. Warranties and Liability

- **Storyfi's Warranty:** Storyfi warrants that the Services will be performed with reasonable skill and care.
- **Disclaimer:** Except as expressly provided in these Terms, Storyfi makes no other warranties, express or implied, regarding the Services.
- **Limitation of Liability:** Storyfi's liability to Client for any claim arising out of or in connection with the Services shall be limited to the total fees paid by Client to Storyfi for the specific project. Storyfi shall not be liable for any indirect, consequential, incidental, or special damages.

Storyfi, LLC Terms & Conditions

Effective as of March 1, 2026

17. Indemnification

- Client shall indemnify and hold Storyfi harmless from any claims, losses, damages, liabilities, and expenses (including reasonable attorney's fees) arising out of Client's breach of these Terms or Client's use of the Services.

18. Termination This Agreement may be terminated by either party upon written notice to the other party if:

- The other party breaches any material provision of this Agreement and fails to cure such breach within 30 days after written notice of the breach.
- The other party becomes insolvent or bankrupt, or files for liquidation or dissolution.
- The other party undergoes a merger or acquisition that results in a material change in control of the company, and the new entity no longer wishes to proceed with the project.

19. Force Majeure

- Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, strikes, lockouts, or governmental regulations.

20. Dispute Resolution

- Any dispute arising out of or relating to this Agreement shall be settled amicably between the parties.
- If the parties cannot reach an amicable resolution, the dispute shall be settled first by mediation in accordance with the rules of the American Arbitration Association ("AAA").
- If the dispute cannot be resolved through mediation, then the dispute shall be settled by binding arbitration in Oakland County, Michigan, administered by the AAA in accordance with its Commercial Arbitration Rules.
- The arbitrator's award shall be final and binding on the parties, and judgment may be entered upon it in any court having jurisdiction.

Storyfi, LLC Terms & Conditions

Effective as of March 1, 2026

21. Insurance Storyfi shall maintain the following insurance coverage:

- Commercial General Liability Insurance
- Errors and Omissions Insurance
- Workers' Compensation Insurance

22. Notices All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or upon the first business day following deposit with a nationally recognized overnight courier, addressed as follows:

- **If to Storyfi:** Storyfi, LLC, P.O. Box 288, Novi, MI 48376
- **If to Client:** To the address provided by Client in the Proposal or to such other address as either party may designate in writing from time to time.

23. Governing Law

- These Terms shall be governed by and construed in accordance with the laws of the State of Michigan.

24. Entire Agreement

- These Terms, together with the Proposal, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

25. Severability

- If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck from these Terms and the remaining provisions shall remain in full force and effect.

26. Waiver

- No waiver of any provision of these Terms shall be effective unless in writing and signed by the waiving party.
- The waiver of any breach of any provision of these Terms shall not be construed as a waiver of any other provision or of any subsequent breach.