

Terms of Service

Last updated: January 31, 2026

By hiring me for video editing services, you agree to the following terms. These apply to all projects unless otherwise agreed in writing.

1. Services Overview

I provide professional video editing services for YouTubers and content creators through two flexible pricing models:

1.1 Monthly Retainer Plans

Fixed monthly pricing for regular content creation, best for consistent creators:

- Scripted Videos: \$1,000/month (4 videos/month, Up to 30 minutes, 3-7 day turnaround per video, 1 revision round per video)
- Creative Content: \$1,600/month (4 videos/month, Up to 40 minutes, priority 3-5 day turnaround per video, up to 2 revision rounds per video)

1.2 Per-Video Pricing

Pay-as-you-go pricing for project-based work, ideal for occasional projects:

- Scripted Video: \$300+ per video (custom length, clean cuts & transitions, graphics & overlays, background music & SFX, pacing for retention, 3-7 day turnaround, 1 revision round)
- Creative Video: \$450+ per video (custom length, everything in Scripted Video plus curated B-roll integration, standard motion graphics, jump cuts & pacing for retention, engaging hooks & retention edits, 3-7 day turnaround, up to 2 revision rounds)

1.3 What's Included

- Complete post-production including sound mixing, color grading, and motion graphics
- Licensed music from Epidemic Sound and Musicbed
- Professional editing with industry-standard tools (Adobe Premiere Pro, After Effects)

2. Project Process

2.1 Getting Started

- Submit your project details through my contact form or upload footage directly
- I'll review your project and send you a custom quote within 24 hours
- Once you agree to the quote, I'll send you a deposit invoice
- Work begins after the deposit is paid

2.2 Delivery Pacing

To ensure consistent quality and allow for proper turnaround time, videos are delivered at a pace of approximately one video every 5 business days. This means:

- Monthly retainer clients with 3-4 videos/month will receive them spread throughout the billing cycle
- If you need multiple videos delivered in a shorter timeframe (e.g., 3-4 videos in one week), please discuss scheduling with me at the start of your billing cycle—rush delivery may be possible depending on current workload and may incur additional fees
- This pacing ensures each video receives the attention and quality your content deserves

2.3 The Editing Process

- After deposit payment (or monthly retainer confirmation), I'll review your footage and confirm project details
- I'll create and deliver your first cut with all edits, sound, color, and effects
- Revision rounds included: Monthly Retainer (Scripted Videos: 1 round, Creative Content up to 2 rounds); Per-Video Pricing (Scripted Video: 1 round, Creative Video: up to 2 rounds)
- You'll receive a private preview link to review the video

2.4 Delivery

- Once you approve the final edit, I'll send the final invoice (total quote minus deposit already paid)
- After final payment is received, I'll deliver your files in your preferred format (MP4, MOV, etc.)
- Multiple resolutions available if needed

2.5 Acceptance

- A delivery is deemed accepted if no revision requests are submitted within 5 business days of delivery (or within the mutually agreed review window).
- After acceptance (explicit or deemed), any further changes are out of scope and will be quoted separately.

3. Payment Terms

3.1 Payment Process

Monthly Retainer Plans:

- Invoiced on the 1st of each month
- Payment must be received by the 10th of the month to maintain active service
- No editing work will begin on that month's videos until payment is received
- If payment is not received by the 10th, the retainer will be voided and service suspended
- To cancel your retainer, you must notify us at least 7 days before the 1st of the next month (by the 24th of the current month)
- Canceling your retainer does not void your current month's video allowance - you retain access to all videos already paid for in the current billing cycle
- No long-term contracts - month-to-month service with flexible cancellation
- Unused videos from a given month do not roll over to the next month

Per-Video Pricing:

- Deposit required before editing starts - amount specified in your quote
- Final payment due upon approval - remaining balance (total quote minus deposit) invoiced after you approve the final edit
- Deposit invoices are due within 2 days of receipt. Work begins only after deposit is received.
- Final invoices are due within 2 days of receipt. Final files delivered only after full payment is received.
- Price quoted per project based on complexity, length, and requirements
- Price agreed upon before work starts via email/messaging
- Price only changes if you request changes during the project

General Payment Terms:

- Payment via Wise.com - preferred methods: bank transfer in your local currency or Wise payment
- Also accepted: Mastercard, Visa, Apple Pay, and Google Pay
- Invoices provided for all transactions
- All pricing is in USD (US Dollars) to avoid any confusion

3.2 Non-Payment, Late Fees, and Chargebacks

- If an invoice becomes overdue, I may pause work and delivery until all outstanding amounts are paid.

- A late fee of 2% per month (or the maximum permitted by law, if lower) may be applied to overdue balances.

- You agree not to initiate payment disputes or chargebacks. If a chargeback occurs, you remain liable for the full project amount, any processing or collection costs, and reasonable legal fees.

4. Client Responsibilities

4.1 Content Rights

- You must own or have permission to use all footage you provide
- You're responsible for ensuring content doesn't violate copyright
- Provide clear project requirements and timely feedback

4.2 Indemnity for Provided Materials

You agree to defend, indemnify, and hold me harmless from any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) your footage, music, or other materials; (b) your instructions; or (c) your use or distribution of the final videos.

4.3 Communication

- All project communication will happen through the same platform we initially discussed the project (Discord, Instagram, email, etc.)
- Respond to project updates within reasonable time
- Provide specific feedback during revision rounds
- Let me know about any changes to requirements early

5. Music Licensing

5.1 What's Included

- Licensed music from my Epidemic Sound account
- Music cleared for YouTube monetization
- I'll help dispute Content ID claims on your original upload

5.2 Important Limitations

- License covers original upload only
- Re-uploads or use on different platforms may need new licensing
- You are responsible for maintaining your own music licensing for long-term use

5.3 Third-Party Assets

If you request use of third-party assets (fonts, plugins, stock footage, graphics), you are responsible for obtaining and maintaining any required licenses unless I expressly agree in writing to procure them for you.

6. Revisions and Changes

6.1 What's Included (Free)

Monthly Retainer Plans:

- Scripted Videos: 1 round of revisions per video
- Creative Content: Up to 2 rounds of revisions per video

Per-Video Pricing:

- Scripted Video: 1 round of revisions per video
- Creative Video: Up to 2 rounds of revisions per video

What Revisions Cover:

- Revisions include timing adjustments, text corrections, music swaps, or simple clip changes. Major restructures, story changes, or new footage are considered new work.

- Minor timing, music, and color adjustments
- Text and title changes

6.2 Additional Costs

- Rush delivery is available and will be quoted based on urgency, scope, and current workload
- Additional revision rounds beyond those included in your plan will be quoted separately
- Major structural changes: May require re-quoting
- Scope changes: New requirements need new quote

6.3 Change Orders

Any changes after scope agreement (including new features, significant story changes, or substantial new footage) will be handled via a change order and priced separately. Timelines may be adjusted accordingly.

7. Rights and Usage

7.1 Your Rights

- You own your original footage
- Full rights to use the final edited video
- Commercial use allowed (that's the point!)

7.2 My Rights

- I can showcase completed work in my portfolio once you've published it publicly
- I retain my editing techniques and workflow
- I won't show work before you publish it yourself

7.3 Work-for-Hire and License

Unless we explicitly agree in writing to a "work-for-hire" arrangement under applicable law, I grant you a perpetual, worldwide, non-exclusive license to use the final exported video deliverables for your channels and related promotions. Project files, templates, presets, and working files remain my property unless purchased separately.

7.4 Confidentiality

I will keep your non-public materials and communications confidential and use them solely for the project. This obligation does not apply to information that is public, already known to me without restriction, rightfully received from a third party, or independently developed without use of your confidential information.

8. Refund Policy

8.1 Refund Eligibility

Per-Video Pricing:

- Your deposit before editing starts: Full refund (minus any payment processing fees incurred).
- Your deposit during editing: No refunds.
- After final delivery: No refunds on completed work.
- If it's my fault (e.g., missed deadline, major error) and you no longer want the work: full refund available.

Monthly Retainer Plans:

- Before service begins: Full refund for first month payment (minus any payment processing fees incurred).
- During active month: No refunds for current billing cycle. You may cancel to avoid future charges.
- Cancellation: Cancel anytime before the next billing cycle. No refund for partial months.
- If it's my fault (e.g., consistently missed deadlines, major service failures): pro-rated refund available for the current month.

8.2 Refund Process

- Refund requests must be made within 7 days of project completion
- Refunds will be processed within 5-10 business days
- Refunds will be issued to the original payment method
- Processing fees may be deducted from refund amounts

8.3 Suspension and Termination

I may suspend work or terminate the project immediately if invoices remain unpaid, if you fail to provide required materials or feedback within a reasonable time, or if you request unlawful or unethical content. In such cases, you will be billed for work performed up to the suspension/termination date.

9. File Storage and Backups

9.1 Storage Policy

- Project files stored securely for 2 months
- You're responsible for backing up final videos
- Source files can be returned for additional fee
- Extended storage available if needed

9.2 Data and Security

While I take reasonable measures to safeguard files, I cannot guarantee against loss, corruption, or unauthorized access. Please maintain your own backups.

10. Limitations and Disclaimers

10.1 What I'm Not Responsible For

- How you use the final video
- YouTube algorithm performance
- Copyright issues with your original footage
- Technical issues on your end
- Platform policy changes

10.2 Warranties and Disclaimers

Except as expressly stated, the services and deliverables are provided "as is" without warranties of any kind, whether express, implied, or statutory, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement.

10.3 Liability Limitations

My liability is limited to the total fees paid by you for the specific project giving rise to the claim in the 6 months preceding the claim. In no event will I be liable for indirect, incidental, special, consequential, or punitive damages; loss of profits, revenue, goodwill, or data; or business interruption, even if advised of the possibility.

11. Delays and Force Majeure

11.1 Project Delays

- I'll communicate any delays immediately
- Genuine emergencies happen - we'll work it out
- If I can't complete your project, full refund provided

11.2 Force Majeure

Neither party is liable for delays or failures due to events beyond reasonable control. Timelines will be adjusted accordingly.

12. Legal Terms

12.1 Governing Law

- These terms are governed by New Zealand law
- Any disputes will be resolved in Christchurch, New Zealand
- If any part of these terms becomes unenforceable, the rest still applies

12.2 Independent Contractor

I am an independent contractor. Nothing here creates a partnership, joint venture, or employment relationship. You have no authority to bind me, and I have no authority to bind you.

12.3 Assignment and Subcontractors

Neither party may assign this agreement without the other's prior written consent, except to a successor in interest of substantially all business or assets. I may use subcontractors to perform portions of the services, remaining responsible for the work.

12.4 Entire Agreement

These terms, together with our written scope/quote and any change orders, constitute the entire agreement and supersede all prior discussions. Any amendments must be in writing.

13. Dispute Resolution

13.1 Informal Resolution

Let's talk it out first. Seriously - just email me at contact@etwellstudio.com and we'll figure it out. Most issues are just communication problems.

13.2 Formal Resolution

If we cannot resolve a dispute informally within 30 days, we agree to attempt non-binding mediation in Christchurch, New Zealand. If mediation fails, disputes will be resolved in the courts of Christchurch, New Zealand unless we mutually agree in writing to binding arbitration.

14. Taxes and Withholding

Prices are exclusive of any applicable taxes, duties, or withholding. You are responsible for any such amounts required by law (except those based on my income).

15. Terms Updates

- I may update these terms from time to time.
- By accepting a new invoice and making payment, you agree to the version of the terms in effect at that time.
- Please review the terms each time you receive an invoice to stay up to date.
- Updates apply to future projects only and do not change the terms you already agreed to for past work.

16. Contact Information

Email: contact@etwellstudio.com

Response time: Usually within 24 hours (often much faster)

This policy is effective as of January 31, 2026. By using my services, you agree to these terms of service.