VÉLARO

VISUAL MARKETING & DIGITAL STRATEGY

TERMS AND CONDITIONS

Velaro LLC · Wagener, South Carolina, United States
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GENERAL PROVISIONS

G1. Acceptance

By engaging, booking, or paying for any service of **Velaro LLC** (“Velaro”), the client accepts these Terms and Conditions. **Part A** applies to digital marketing services and **Part B** applies to event services. If a signed quote or contract sets different conditions for a specific project, the signed terms prevail for that project.

G2. Changes to these terms

Velaro may update these terms by publishing the new version on this page. The version applicable to each service is the one in effect at the time the service is engaged.

G3. Governing law

These terms are governed by the laws of the State of South Carolina, United States. Any dispute shall be resolved before the competent courts of that state.

PART A — DIGITAL MARKETING

A1. Services

Velaro provides digital marketing services that may include: social media management, advertising campaigns on Meta Ads and Google Ads, content strategy and production (photography, video, and design), website design and development, website maintenance, and related services. The specific scope of each service is as described in the quote or proposal accepted by the client; anything not expressly included is not part of the service.

A2. Quotes and additional work

Each service is governed by its quote or proposal (scope, deliverables, timelines, and price). Any additional or out-of-scope work is quoted separately and performed only with the client's approval.

A3. Payments

- **Monthly plans:** payable in advance, at the start of each monthly period, with a minimum commitment of three (3) months.
- **One-time projects** (for example, websites): fifty percent (50%) to start and fifty percent (50%) upon delivery.
- **Payment methods:** bank transfer, Zelle, or card through Stripe. All prices are in United States dollars (USD).
- Work does not begin until the corresponding first payment is received.

A4. Advertising spend

Advertising investment (Meta, Google, or other platforms) is **not included** in Velaro's fees. Ad spend is paid by the client directly to the platform from the client's own advertising accounts. Velaro does not advance ad spend unless otherwise agreed in writing.

A5. Accounts, access, and platforms

Advertising accounts, profiles, and digital assets are the client's property. The client agrees to keep a valid, active payment method on their accounts, to grant Velaro the necessary access, and to approve content and ads. Velaro is not responsible for blocks, suspensions, ad rejections, or other decisions of the platforms (Meta, Google, TikTok, or others), nor for results affected by third-party policies. The client guarantees that their business information, prices, and offers are truthful and comply with the law and applicable advertising policies.

A6. Late payment and service pause

If a payment is late, Velaro may apply a late fee of **1.5% per month** on the outstanding balance. At **fifteen (15) days** past due, Velaro may pause services and campaigns until the account is brought current. Velaro is not liable for loss of performance, reach, or ad delivery during a pause caused by late payment.

A7. Termination

Once the three (3) month minimum commitment is fulfilled, either party may terminate monthly services with written notice (email) given **thirty (30) days** in advance. The current period already paid is non-refundable, and services are provided through the end of the paid period. If the client terminates before completing the minimum commitment, the balance of the remaining months of that minimum period is due. Velaro may terminate service immediately for non-payment or for use contrary to the law or to these terms.

A8. Intellectual property

Once the service is paid in full, the client owns the final delivered and published content (final designs, photographs, and videos). Velaro retains ownership of working and project files (editable files and editing projects), as well as its templates, processes, and technical know-how. Velaro may use the work performed in its portfolio, website, social media, and its own advertising, unless the client declines in writing before its publication. The client guarantees that they hold the rights to all materials they provide to Velaro (logos, photographs, music, text, or others) and assumes any third-party claim arising from such materials.

A9. No guarantee of results

Velaro provides its services with professional judgment and best practices. However, marketing results depend on factors beyond its control, such as platform algorithms and policies, market conditions, competition, advertising budget, and the client's own follow-up with their prospects. Therefore, Velaro **does not guarantee** any specific number of sales, leads, followers, search rankings, or revenue.

A10. Client responsibilities

The client agrees to provide access, materials, information, and approvals within the agreed timeframes. Client delays shift delivery dates by an equal amount. Attending to and following up commercially with the prospects or customers generated is the client's responsibility.

A11. Website maintenance

Where a website maintenance plan is engaged, it includes only what is stated in the chosen plan (for example, updates, backups, security monitoring, and, depending on the plan, minor content changes). It does not include redesigns, new sections, or content outside the plan, which are quoted separately. If the client contracts hosting or the domain with third parties, their renewal and payment are the client's responsibility.

A12. Confidentiality

Both parties shall keep the other party's non-public information confidential (strategies, pricing, customer data, and results) and use it solely to provide the service.

A13. Limitation of liability

Velaro's total liability for any claim related to its marketing services is limited to the amount paid by the client to Velaro in the three (3) months preceding the claim. Velaro is not liable for indirect, incidental, or consequential damages, including lost profits.

PART B — EVENTS

This part applies to Velaro's photography and video services for events: weddings, quinceañeras, corporate and social events, and related sessions.

B1. Date reservation

The date is **not reserved** until the deposit of twenty-five percent (25%) of the total price is received and confirmed by Velaro. Dates are assigned in the order in which the deposit is received.

B2. Payments

A 25% deposit is due upon booking. The remaining balance is due on the day of the event, **one (1) hour before the end of coverage**. Bank transfer, payment apps (for example, Zelle), and card through Stripe are accepted. Prices are in USD. Velaro may withhold final delivery of the materials until the service is paid in full.

B3. Cancellation

The deposit is **non-refundable** if the client cancels, because the date is held exclusively for that client. In addition, depending on how far in advance the cancellation occurs:

- **More than 30 days before the event:** only the deposit is forfeited.
- **Between 30 and 7 days before:** the client owes fifty percent (50%) of the total package price.
- **Less than 7 days before, or if the client does not show up:** the client owes one hundred percent (100%) of the total price.

If Velaro cancels for a reason of its own, all amounts paid are refunded in full.

B4. Rescheduling

Rescheduling must be requested at least **fifteen (15) days** in advance and is subject to availability; the deposit transfers to the new date. Requests made with less than fifteen (15) days' notice are treated as a cancellation and a new booking, under clause B3.

B5. Coverage and additional hours

Coverage lasts the hours stated in the contracted package and runs continuously from the agreed start time, even if the event starts late. Each additional hour costs **$150 USD**, subject to crew availability.

B6. Lasers and equipment protection

Event laser lights can permanently damage camera sensors. Velaro reserves the right to temporarily suspend the use of its equipment while lasers pose a risk, without this constituting a breach. If a laser damages any equipment, the cost of repair or replacement is the client's responsibility.

B7. Delivery and revisions

Materials are delivered within **10 to 20 days** after the event, in digital format and/or on a USB drive, according to the contracted package. Before final delivery, a preview of the video is sent; the service includes **one (1) round of changes** gathered in a single list. Each additional round costs **$50 USD**. Music or special requests for the video must be sent within seven (7) days after the event; otherwise, Velaro will select suitable material at its professional discretion.

B8. Backup and custody of materials

Velaro keeps a backup copy of the materials for **ninety (90) days** after delivery. After that period, the materials may be deleted and Velaro does not guarantee their recovery. The client is responsible for downloading and keeping their own copy; Velaro is not liable for loss of files after delivery.

B9. Use of materials and rights

Velaro retains the copyright in the photographs and videos. The client receives the materials for **personal use** and may not resell them or transfer them to third parties for commercial purposes without Velaro's written permission. Velaro may use part of the materials in its portfolio, website, social media, and its own advertising, unless the client declines in writing **before the event**. Unedited original files (RAW) are not part of the delivery. When the event

involves minors (for example, quinceañeras), the contracting party declares that they are the minor's parent or legal guardian, or have their authorization, and is responsible for informing guests that the event will be photographed and recorded. The client is responsible for obtaining any permissions the event venue requires for photo and video coverage.

B10. Drone

Drone photography and video are subject to weather, venue permission, safety, and FAA regulations. If flying is not possible, coverage is performed from the ground and this **does not generate a refund**.

B11. Travel

Service includes travel within a **50-mile radius of Wagener, SC**. Beyond that radius, a fee of **$1 USD per additional mile** applies. If the event requires lodging or special per diem expenses, they shall be agreed in writing before the event and are at the client's expense.

B12. Force majeure

If the event cannot take place due to force majeure, illness, or equipment failure, the parties will first seek to reschedule. If that is not possible, Velaro's liability is limited to the amounts actually paid.

B13. Acceptance

By booking and paying the deposit, the client accepts the terms of this Part B.

Questions about these terms? Email us at velaromarketingusa@gmail.com or message us on WhatsApp at +1 (518) 986-2139.
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