### **Contractual Agreement**

By making a payment to Vale Studios ("Vale Studios", "VS"), you ("Client") agree to and are bound by these Terms and Conditions ("T&Cs"). The service provided by Vale Studios is contingent upon your compliance with these T&Cs, including any clauses, statements, or other agreements outlined herein.

When you make a payment to Vale Studios, you are purchasing its products, services, or programs ("Offerings").

This Contractual Agreement is binding between Vale Studios and the Client, as well as their respective successors, legal representatives, and assigns. The Client cannot transfer their rights under this Contractual Agreement without the explicit written consent of Vale Studios.

#### **Definitions**

- Parties: The purchaser is referred to as "Client." Vale Studios is referred to as "Vale Studios" or "VS."
- **Term**: The service engagement begins from the moment the initial payment is made.
- Vale Studios' Offerings: Vale Studios operates a service platform where Freelancers contracted by Vale Studios provide virtual deliverables ("Offerings") to Clients through Vale Studios.

### **Payment**

The payment made by the Client may include additional charges, such as taxes, service fees, or other costs. These extra charges will be clearly presented to the Client before purchase.

The term "Offering Cost" refers to the base cost of the Offering, not including additional charges like service fees, which may range between 0-10% of the Offering Cost, depending on factors such as location or specific agreements made with Vale Studios.

In cases where refunds apply (as outlined in Clause II), the service fee is non-refundable under any circumstances and will not be included in the refunded amount.

#### **Tips**

Clients may add voluntary tips to their payments ("Tip"). These Tips are separate from the Offering Cost, and no extra service fees are applied to them.

#### **Deadlines**

Clients and Freelancers may agree on a completion date for the Offering, known as a "Deadline." Deadlines must be agreed upon before the payment is made. If a Deadline is not set prior to payment, it will not be considered valid ("Invalid Deadline").

Offerings may also have an estimated completion date ("ECD"), which is not considered a Deadline. Vale Studios advises Clients to establish a clear Deadline with the Freelancer before initiating payment.

### **Contact and Communication**

All official communication between the Client, Freelancer, and Vale Studios must take place via the platform 'Discord' (<a href="https://discord.com/">https://discord.com/</a>), through a designated Ticket created for each Offering. Communications outside of the Ticket may be considered invalid for the purposes of these T&Cs.

#### **Commercial License**

Vale Studios may issue licenses for the use of specific Offerings. Commercial Licenses are separate from the Offering Cost and must be purchased independently. They may fall under the following categories:

- **License A**: The Offering can be sold to a single purchaser, transferring all ownership rights from the Client to the purchaser.
- **License B**: The Offering can be sold to up to five purchasers, with the Client retaining ownership but the purchasers prohibited from reselling or distributing the Offering.
- **License C**: The Offering can be sold to unlimited purchasers, with the Client maintaining ownership but allowing purchasers to reproduce, sell, and distribute the Offering.

### **Backups**

Vale Studios may store backups of Offerings for internal purposes, referred to as "Backups."

### Social Media

Vale Studios may promote its Offerings through various social media platforms, including but not limited to Twitter, Instagram, Facebook, Discord, and others ("Vale Studios Social Media").

### **Additional Charges**

Additional fees beyond the initial payment may apply if the Client requests extra work or modifications during the project's execution. These will be referred to as "Additional Charges."

# Offering Support

Upon completion of the Offering, the Client is entitled to 30 days of free post-delivery support. Support includes resolving bugs or issues directly caused by Vale Studios or its Freelancers. Additional support may be subject to further charges.

# **Intellectual Property**

All materials created by Vale Studios, including designs, code, and other content, remain the intellectual property of Vale Studios unless otherwise specified in a Commercial License agreement.

## **Minimum Offering Value**

Each Offering must have a minimum value of \$7.50 USD, not including additional fees or service charges.

#### **Commissions Terms and Conditions**

Payment for custom work (Commissions) must be made upfront or as otherwise specified in the contract.

Refunds are subject to approval and discretion. However, service fees are non-refundable. If a Deadline is exceeded and is not considered an Invalid Deadline, the Client may be eligible for a refund, with a 5% refund per day exceeded, up to a maximum of 40% of the Offering Cost.

If the Offering is substandard or incomplete as per the agreed-upon requirements, a partial refund of up to 30% may be issued.

### Confidentiality

Any information shared between the Client, Freelancer, and Vale Studios during the creation of the Offering is confidential unless publicly disclosed by the Client.

#### Disclaimer

Vale Studios does not guarantee any specific outcomes from its Offerings and disclaims all warranties, whether express or implied.