

TERMS OF SERVICE

Save Point Media Inc.

doing business as “Save Point Media”

Effective Date: May 2nd 2026

Last Updated: May 2nd 2026

1. Acceptance of Terms

These Terms of Service (“Terms” or “Agreement”) constitute a legally binding contract between you (“the Customer,” “you,” or “your”) and Save Point Media Inc., doing business as Save Point Media (“Save Point Media,” “SPM,” “we,” “us,” or “our”), an Ontario corporation headquartered in Ontario, Canada.

By clicking the acceptance checkbox during checkout, subscribing to any Save Point Media plan, or using any of our services, you acknowledge that you have read, understood, and agree to be bound by these Terms, including our Privacy Policy (Section 16), which is incorporated by reference.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms.

2. Modifications to Terms

Save Point Media reserves the right to change or modify this Agreement, and any policy or guideline incorporated by reference, at any time at its sole discretion. Material changes will be communicated to the Customer via email at least thirty (30) days prior to taking effect, except where changes are required by law or to address an immediate security concern.

The Customer’s continued use of the Services following the effective date of any changes or modifications will constitute the Customer’s acceptance of such changes. If the Customer does not agree to any modification, the Customer should discontinue use of the Services and provide written notice of cancellation before the effective date of the modification.

3. Description of Services

3.1 Core Services

Save Point Media provides the following creative services under a single subscription:

- **Video Editing:** Post-production video editing of Customer-supplied footage, including cuts, transitions, colour correction, audio mixing, titling, and export in any required format. Video projects are limited to a final duration of twenty-three (23) minutes.
- **Motion Graphics:** Custom branded animated graphics, lower thirds, logo animations, explainer videos, social media animations, and branded motion content.
- **Graphic Design:** Static visual assets including logo and branding, stationery, pitch decks, slide decks, direct mail, infographics, brochures, signage, brand guides, social media graphics, billboards, trade show banners, email graphics, resumes, business cards, packaging, blog graphics, digital ads, and icons.

3.2 Additional Capabilities

- **AI Voice Over:** AI-generated voice-overs are available through Save Point Media’s Murf.ai Pro membership. If a suitable voice-over cannot be sourced through Murf.ai,

Save Point Media is not responsible for sourcing or paying for voice-over services elsewhere.

- **AI-Generated Imagery & Video:** Save Point Media utilizes Adobe Firefly and Veo by Google to create AI-assisted visual content. The Customer acknowledges that certain elements of deliverables may be generated or assisted by artificial intelligence tools. Ownership and licensing implications of AI-generated content may vary by jurisdiction; the Customer is responsible for ensuring compliance with applicable laws in their territory.
- **Stock Assets:** Save Point Media provides access to licensed stock footage, imagery, and royalty-free music through its Artgrid.io and Motion Array memberships. If suitable assets cannot be sourced through these libraries, Save Point Media is not responsible for sourcing or paying for stock assets elsewhere.
- **File Transfer:** Secure file uploads and asset delivery via Save Point Media's 250GB Dropbox Pro account.
- **Review & Approval:** Professional time-coded review and approval workflow for video and motion graphics projects via Frame.io.

3.3 Service Exclusions

Save Point Media does not provide:

- Copywriting or script writing services. All scripts must be provided by the Customer.
- Video projects exceeding twenty-three (23) minutes in final duration.
- Web design or mobile application design.
- Live production, filming, or on-location services.
- Any services involving illegal, defamatory, or pornographic/adult content.

3.4 Use of Subcontractors

The Customer acknowledges that Save Point Media may engage qualified freelance contractors or subcontractors to perform creative work under Save Point Media's supervision and quality standards. Save Point Media remains fully responsible for all deliverables produced by its subcontractors and ensures that all subcontractors are bound by confidentiality obligations no less protective than those contained in this Agreement.

3.5 Third-Party Tools

Save Point Media's services rely on third-party software platforms including, but not limited to, Adobe Creative Cloud, Trello, Dropbox, Frame.io, Murf.ai, Artgrid.io, Motion Array, Adobe Firefly, and Veo by Google. Save Point Media reserves the right to substitute equivalent tools at its discretion, provided such substitution does not materially diminish the quality of the Services. Save Point Media is not liable for any service interruptions, data loss, or changes in functionality caused by third-party platforms.

4. Project Workflow and Priority

The Customer may submit multiple video, motion graphics, or design tasks. A priority queue will be maintained which the Customer can adjust at any time. Save Point Media will work on the Customer's tasks in the priority set by the Customer, one task at a time. Once a task is completed, Save Point Media will proceed to the next task in the queue.

If the Customer requires multiple tasks to be completed simultaneously and in parallel, the Customer will need to purchase an additional subscription for each concurrent task.

The Customer is entitled to unlimited revisions on all projects through their active paid subscription.

As every video, motion graphics, and design project is unique, Save Point Media does not guarantee specific turnaround times. Save Point Media should not be used for highly time-sensitive requests.

Save Point Media is capable of providing the Customer with working project files at the Customer's request, at any time during the active subscription period.

5. Subscription, Billing, and Payment

5.1 Subscription Plans

Save Point Media offers Monthly, Quarterly, and Yearly subscription plans. All prices are in Canadian Dollars (CAD) and, for Canadian customers, include applicable Harmonized Sales Tax (HST). International customers may be subject to additional local taxes, duties, or withholding requirements, which are the sole responsibility of the Customer.

5.2 Auto-Renewal

The Customer's subscription and any add-ons will automatically renew at the end of each applicable subscription period unless cancelled in accordance with Section 5.4.

5.3 Payment

Upon subscribing, the Customer authorizes Save Point Media to charge their designated payment method (e.g., credit card or PayPal) for the applicable subscription fee on each anniversary of the registration date, based on the selected billing frequency. The Customer represents and warrants that their payment information is accurate and that they are authorized to use the payment instrument. The Customer will promptly update their account information with any changes (e.g., billing address, credit card expiration date).

The Customer's account and access to the Services may be suspended in the event of non-payment of applicable fees.

5.4 Cancellation

The Customer may cancel their subscription at any time before the end of the then-current subscription period by emailing their assigned Project Manager at Save Point Media. Upon cancellation, the Customer will continue to have access to Services and their files through the end of the paid billing term. Cancelled accounts will not have access to files once the billing term has ended.

5.5 Refunds

Payments are non-refundable. Save Point Media does not provide refunds or credits for partial subscription periods.

5.6 Price Changes

Save Point Media may change its fees from time to time. Price increases will be communicated to the Customer via email with at least thirty (30) days' prior notice. No advance notice is required for temporary promotions or reductions in fees. Price changes will take effect at the start of the next billing cycle following the notice period.

6. Hours of Operation

Save Point Media operates Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Time, excluding statutory holidays and scheduled holiday breaks. Please refer to the Save Point Media website FAQ section for up-to-date holiday hours and closures.

7. File Storage and Retention

As long as the Customer maintains an active paid subscription, all Customer-provided files (video footage, imagery, documents, etc.) will be stored and backed up by Save Point Media. If the Customer cancels their subscription or fails to make payment, all Customer-provided files along with Save Point Media's working project files will be permanently deleted sixty (60) days after the end of the paid billing term or the date of non-payment.

Save Point Media reserves the right to delete all files, media, and related assets associated with the Customer from Save Point Media's servers and storage systems following the sixty (60) day retention period.

The Customer is solely responsible for maintaining their own backup copies of all files provided to Save Point Media.

8. Output Files and Customer Review

Upon file delivery, the Customer agrees to review and proof all files for any errors or omissions and notify Save Point Media if any changes or corrections are needed within a reasonable timeframe. Save Point Media is not responsible or liable for any losses or expenses incurred from errors or omissions that the Customer fails to identify during the review process.

9. Intellectual Property

9.1 Ownership of Deliverables

The Customer maintains full ownership rights to the finished deliverables that Save Point Media produces, subject to any third-party licensing restrictions on stock assets, AI-generated content, or other licensed materials incorporated into the deliverables.

9.2 Grant of Limited Rights to Save Point Media

By submitting a project to Save Point Media, the Customer grants Save Point Media the rights to Customer content to the extent necessary to complete the assigned task. The Customer authorizes Save Point Media to retain archival copies of all Customer content submitted during the subscription period, subject to the retention policy in Section 7.

By default, the Customer grants Save Point Media a non-exclusive, royalty-free right and license to use, display, and publish the Customer's completed work in Save Point Media's portfolio, website, social media, email communications, internal training materials, and other promotional channels. The Customer may revoke this right at any time by providing written notice via email.

9.3 Customer IP Warranty and Indemnification

The Customer represents and warrants that all content, materials, footage, logos, images, music, and other assets provided to Save Point Media are owned by the Customer or that the Customer has obtained all necessary rights, licenses, and permissions to use such materials and to authorize Save Point Media to use them in the performance of the Services.

The Customer shall indemnify, defend, and hold harmless Save Point Media, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to any allegation that Customer-provided content infringes the intellectual property rights, privacy rights, or any other rights of any third party.

9.4 AI-Generated Content

The Customer acknowledges that Save Point Media utilizes artificial intelligence tools (including but not limited to Murf.ai, Adobe Firefly, and Veo by Google) in the production of certain deliverables. The intellectual property status of AI-generated content varies by jurisdiction and is subject to evolving legal frameworks. Save Point Media makes no representations or warranties regarding the patentability, copyrightability, or exclusive ownership of AI-generated elements within deliverables. The Customer is responsible for evaluating the suitability of AI-generated content for their intended use.

10. Confidentiality

Each party (“Receiving Party”) agrees to hold in confidence all non-public information disclosed by the other party (“Disclosing Party”) that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (“Confidential Information”).

Confidential Information includes, but is not limited to, the Customer’s unreleased marketing materials, brand strategies, product plans, financial information, trade secrets, and any files or content submitted to Save Point Media. Save Point Media’s Confidential Information includes its pricing structures, proprietary workflows, internal tools, and business strategies.

The Receiving Party shall:

- Use Confidential Information solely for the purpose of performing obligations or exercising rights under this Agreement;
- Not disclose Confidential Information to any third party without the Disclosing Party’s prior written consent, except to employees, contractors, or agents who have a need to know and are bound by confidentiality obligations no less protective than those herein;
- Protect Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

These confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without use of Confidential Information; or (d) is required to be disclosed by law or court order, provided the Receiving Party gives prompt notice to the Disclosing Party.

Confidentiality obligations under this Section survive termination of this Agreement for a period of two (2) years.

11. Acceptable Use Policy

The Customer agrees not to use Save Point Media’s Services to create, produce, or distribute:

- (a) Content that is illegal, fraudulent, or violates any applicable law or regulation;
- (b) Content that is defamatory, libellous, threatening, harassing, or constitutes hate speech;
- (c) Pornographic, obscene, or sexually explicit material;
- (d) Content that infringes any third-party intellectual property rights, including trademarks, copyrights, or patents;
- (e) Content that violates the privacy or publicity rights of any individual;
- (f) Fraudulent, deceptive, or misleading advertising materials;
- (g) Content intended for use in connection with any activity that violates Canadian, US, or international sanctions, export controls, or anti-money laundering regulations;
- (h) Content designed to promote or facilitate violence, terrorism, or criminal activity.

If Save Point Media determines, in its sole discretion, that the Customer is sharing accounts or logins, abusing Save Point Media’s services or team in any way, or otherwise violating this

Acceptable Use Policy, Save Point Media reserves the right to immediately suspend or terminate the Customer's account without refund.

12. Non-Solicitation of Personnel

The Customer agrees that during the term of this Agreement and for a period of two (2) years following termination, the Customer shall not, directly or indirectly:

- (a) Solicit, recruit, or attempt to hire any employee, contractor, or subcontractor of Save Point Media;
- (b) Encourage or induce any employee, contractor, or subcontractor of Save Point Media to leave their engagement with Save Point Media;
- (c) Discuss employment opportunities with, or provide information about competitive employment to, any of Save Point Media's employees or contractors.

This restriction applies to any person who was an employee, contractor, or subcontractor of Save Point Media at any time during the Customer's subscription period. The Customer acknowledges that a breach of this Section would cause irreparable harm to Save Point Media and that Save Point Media shall be entitled to seek injunctive relief in addition to any other available remedies.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAVE POINT MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF SAVE POINT MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL SAVE POINT MEDIA'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES ACTUALLY PAID BY THE CUSTOMER TO SAVE POINT MEDIA DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO THE CUSTOMER IN FULL. IN SUCH JURISDICTIONS, SAVE POINT MEDIA'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from circumstances beyond the reasonable control of the affected party, including but not limited to: acts of God, natural disasters, pandemic or epidemic, war or terrorism, government actions or orders, power outages, internet or telecommunications failures, failures of third-party platforms or services upon which Save Point Media relies (including but not limited to Adobe, Trello, Dropbox, and Frame.io), labour disputes, or cyberattacks.

The affected party shall provide prompt notice to the other party and use commercially reasonable efforts to mitigate the impact of the force majeure event. If a force majeure event continues for more than sixty (60) days, either party may terminate this Agreement upon written notice without liability.

15. Dispute Resolution

15.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.

15.2 Informal Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute informally through good-faith negotiation for a period of thirty (30) days following written notice of the dispute.

15.3 Mediation

If the dispute cannot be resolved through informal negotiation, the parties agree to submit the dispute to non-binding mediation administered by a mutually agreed-upon mediator in Ontario, Canada, before pursuing any other form of dispute resolution. The costs of mediation shall be shared equally by the parties.

15.4 Jurisdiction

If mediation is unsuccessful, any legal proceedings shall be brought exclusively in the courts of competent jurisdiction located in the Province of Ontario, Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts.

16. Privacy Policy

16.1 Scope and Compliance

Save Point Media is committed to protecting the privacy of its Customers in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy legislation. This Privacy Policy describes how we collect, use, disclose, and protect personal information.

16.2 Information We Collect

We collect the following categories of personal information:

- **Contact Information:** Name, email address, phone number, and billing address;
- **Payment Information:** Credit card or PayPal details processed through our third-party payment processor (Wix Payments). Save Point Media does not store full credit card numbers;
- **Project Content:** Video footage, images, documents, brand assets, and other materials the Customer submits for projects;
- **Usage Data:** IP address, browser type, device information, and usage patterns when interacting with our website;
- **Communications:** Emails, support requests, project briefs, and revision notes.

16.3 How We Use Personal Information

We use personal information to:

- Provide, maintain, and improve our Services;
- Process payments and manage subscriptions;
- Communicate with the Customer about their projects, account, and service updates;
- Comply with legal obligations and enforce our Terms of Service;
- With consent, use completed work for portfolio and marketing purposes.

16.4 Disclosure to Third Parties

We may share personal information with the following categories of third parties, solely as necessary to provide the Services:

- Cloud storage and file transfer (Dropbox, Inc. — USA);

- Project management (Atlassian/Trello — USA);
- Creative production software (Adobe Inc. — USA);
- Video review and approval (Frame.io/Adobe — USA);
- AI voice generation (Murf AI — USA);
- Stock assets (Artgrid.io, Motion Array);
- Payment processing (Wix Payments);
- Freelance contractors and subcontractors engaged to perform Services, who are bound by confidentiality agreements.

We do not sell, rent, or trade personal information to third parties for marketing purposes.

16.5 Cross-Border Data Transfers

The Customer acknowledges and consents to the transfer of personal information and project content to service providers located outside of Canada, primarily in the United States, as described in Section 16.4. While data is stored with reputable service providers who maintain industry-standard security practices, the Customer acknowledges that personal information transferred outside of Canada may be subject to the laws and disclosure requirements of the jurisdiction in which it is stored.

For Customers located in the European Economic Area (EEA) or the United Kingdom: by agreeing to these Terms and using the Services, you explicitly consent to the transfer of your personal data to Canada and the United States. Save Point Media will take reasonable steps to ensure that your data is treated securely and in accordance with applicable data protection laws.

16.6 Data Retention

Personal information and project files are retained for the duration of the Customer's active subscription and for sixty (60) days following cancellation or non-payment, after which they are permanently deleted in accordance with Section 7.

16.7 Customer Rights

Subject to applicable law, Customers have the right to:

- Access and obtain a copy of their personal information held by Save Point Media;
- Request correction of inaccurate personal information;
- Request deletion of their personal information, subject to legal and contractual retention requirements;
- Withdraw consent for specific uses of personal information (e.g., portfolio use);
- File a complaint with the Office of the Privacy Commissioner of Canada if they believe their privacy rights have been violated.

To exercise any of these rights, Customers may contact Save Point Media's Privacy Officer at the email address listed on our website.

16.8 Data Security

Save Point Media implements commercially reasonable administrative, technical, and physical safeguards to protect personal information against unauthorized access,

disclosure, alteration, or destruction. However, no method of transmission over the internet or method of electronic storage is completely secure, and Save Point Media cannot guarantee absolute security.

16.9 Data Breach Notification

In the event of a data breach involving personal information that poses a real risk of significant harm to affected individuals, Save Point Media will notify affected Customers and the Office of the Privacy Commissioner of Canada as required by PIPEDA, as soon as feasible after becoming aware of the breach.

17. Electronic Communications (CASL Compliance)

By subscribing to Save Point Media's Services, the Customer expressly consents to receive commercial electronic messages from Save Point Media, including service updates, invoices, project notifications, and promotional communications. The Customer may withdraw consent to receive promotional communications at any time by clicking the unsubscribe link in any email or by contacting Save Point Media in writing. Transactional and service-related communications (e.g., billing notices, Terms of Service updates, project status) are not subject to unsubscribe requests and will continue for the duration of the subscription.

18. Export Controls and Sanctions Compliance

The Customer represents and warrants that they are not located in, under the control of, or a national or resident of any country or territory subject to Canadian, US, United Nations, or other applicable sanctions or embargoes, and that the Customer is not on any restricted parties list maintained by the Government of Canada, the US Department of the Treasury (OFAC), or similar authorities.

The Customer shall not use Save Point Media's Services in any manner that would violate applicable export control laws, sanctions, or trade compliance regulations. Save Point Media reserves the right to suspend or terminate Services if it reasonably believes the Customer is in violation of this Section.

19. Assignment

The Customer may not assign, transfer, or delegate this Agreement or any rights or obligations hereunder without the prior written consent of Save Point Media. Any attempted assignment without consent shall be void.

Save Point Media may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided the assignee agrees to be bound by these Terms. Save Point Media will notify the Customer of any such assignment within thirty (30) days.

20. General Provisions

20.1 Entire Agreement

This Agreement, together with the Privacy Policy and any order forms or subscription confirmations, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, proposals, representations, and agreements, whether oral or written.

20.2 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent

necessary to make it valid and enforceable, or if modification is not possible, severed from this Agreement. The remaining provisions shall continue in full force and effect.

20.3 Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. A waiver of any right or provision shall only be effective if made in writing and signed by the waiving party.

20.4 Notices

All notices required or permitted under this Agreement shall be in writing and delivered via email. Notices to Save Point Media shall be sent to the email address listed on the Save Point Media website. Notices to the Customer shall be sent to the email address associated with the Customer's account.

20.5 Relationship of the Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties. Save Point Media is an independent contractor.

20.6 Survival

The following Sections shall survive termination or expiration of this Agreement: Section 7 (File Storage and Retention), Section 9 (Intellectual Property), Section 10 (Confidentiality), Section 12 (Non-Solicitation), Section 13 (Limitation of Liability), Section 15 (Dispute Resolution), Section 16 (Privacy Policy), and Section 20 (General Provisions).

— *End of Terms of Service* —