

■ Merc Creatives — Policy & Liability Framework (Draft)

Scope of Work (SOW)

- All projects begin with a signed agreement defining deliverables, timeline, and cost.
- Work outside the agreed scope will require a separate estimate and approval.

Payment Terms

- A deposit of [X%] is required to begin work.
- Final balance due upon delivery or before launch.
- Late payments may incur [X%] monthly interest.
- All digital services are non-refundable once work has begun.

Client Responsibilities

- Client must provide accurate, complete information and required assets (logos, text, images).
- Delays in client responses will extend timelines.
- Client is responsible for securing rights to all materials they provide.

Intellectual Property & Usage Rights

- Merc Creatives retains ownership of all concepts, drafts, and rejected ideas.
- Final deliverables become client's property upon full payment.
- Merc Creatives reserves the right to showcase work in its portfolio unless otherwise agreed.

Revisions & Approvals

- Standard projects include [X] rounds of revisions. Additional revisions billed at [\$\$/hour].
- Client approval is final. Post-approval changes may incur extra charges.

Confidentiality

- Both parties agree to keep sensitive business information confidential.

Liability & Warranties

- Merc Creatives provides creative services “as-is” and cannot guarantee specific results (sales, rankings, etc.).
- We are not liable for business losses, indirect damages, or legal claims arising from the use of final deliverables.
- Responsibility for compliance with industry regulations, advertising laws, and platform guidelines rests with the client.

Cancellation & Termination

- Either party may terminate with written notice.

- Work completed up to termination will be invoiced and must be paid in full.
- Deposits are non-refundable.

Force Majeure

- Merc Creatives is not liable for delays caused by circumstances beyond control (natural disasters, tech outages, illness, etc.).

Governing Law

- Agreement will be governed by the laws of [Province/State, Country].