

Service Terms & Conditions

Last updated: January 2026

These Terms & Conditions govern all services provided by FLUC ("we", "us", "our") to the client ("you", "the client") under any subscription or project-based engagement.

By starting work with FLUC, the client agrees to the terms outlined below.

A. General Terms (Applicable to All Engagements)

Definition of a "Month"

A "month" is defined as a calendar month, starting on the first day of the month and ending on the last day of that month, unless otherwise stated in writing.

Studio Model

FLUC operates as a small creative studio focused on motion, design, and storytelling. We work between the scale of a freelancer and a traditional agency, offering senior-level craft with flexibility and direct collaboration.

Subscription Structure & Billing

Subscriptions are billed on a monthly basis. Clients may commit to:

- Monthly plans
- Quarterly plans
- Annual plans

Quarterly and annual commitments may include preferential pricing or priority access, defined separately in the commercial agreement.

Start of Work

Subscription work begins at the start of the next calendar month following payment.

Project-based work may be commissioned independently and is scoped, estimated, and billed separately. Project work does not draw from future subscription capacity unless explicitly agreed in writing.

Working Days & Availability

FLUC operates Monday to Friday, between 12:00 PM and 12:00 AM UTC.

Delivery timelines are defined per project based on scope, complexity, and priorities agreed with the client. If a requested timeline compromises quality or sustainability, FLUC may propose scope or timeline adjustments.

Holidays & Studio Closures

FLUC observes a small number of holidays each year. During these dates, work may pause or operate at reduced capacity:

- September 15 (Costa Rican Independence Day)
- December 24 and December 25
- December 31 and January 1

If a holiday affects an active project or delivery timeline, this will be communicated in advance and timelines will be adjusted accordingly.

Payments & Billing

Payments are handled through Wise. Invoices and payment requests are issued via Wise one (1) week in advance of the upcoming subscription billing cycle. All payments must be completed by the first working day of the subscription period in order for work to continue without interruption. Failure to complete payment by this date may result in a pause of services until payment is received.

B. Hours & Capacity Allocation

Monthly Capacity

Each subscription plan includes a defined number of hours per month. These hours cover:

- Creative production
- Concept development
- Revisions
- Project communication
- Project management

Tracking & Transparency

FLUC tracks time using **Toggl Track**. Clients receive an **updated capacity and hours report at the end of each week**, providing visibility into usage, remaining capacity, and priorities.

All projects are scoped and estimated in hours before work begins. Estimates are shared for approval and deducted from the monthly capacity once approved.

Exceeding Monthly Capacity

If monthly capacity is reached, additional work will only proceed after discussion and approval. Options may include:

- Adjusting or upgrading the subscription
- Purchasing one-time additional hours at a fixed rate
- Deferring work to the next billing period

Purchased hours are one-time add-ons, do not permanently increase plan capacity, and follow the same rollover rules as subscription hours.

Unused Hours & Rollover

Unused hours may roll over to the following month up to **50% of the plan's monthly capacity**.

Rolled-over hours:

- Are applied first in the next month
- Do not stack beyond one billing cycle
- Expire if not used within the following month

Any unused hours beyond the 50% limit do not carry over.

C. Requests & Workflows

Definition of a Request

A request is defined as a single project or work unit, which may include multiple related deliverables.

Parallel Requests

The number of active requests allowed at one time depends on the selected plan. Requests beyond the active limit are queued and scheduled collaboratively.

D. Turnaround Times

Turnaround times depend on scope, complexity, and current workload.

Minor requests (small adjustments, simple designs, or template-based changes) are handled on a best-effort basis. All turnaround times are estimates and not guarantees.

Client delays in feedback, approvals, or asset delivery may impact timelines and delivery expectations.

E. Revisions & Feedback

Included Revisions

Revisions are included as part of the agreed scope and tracked within the estimated hours.

As a general guideline:

- Approximately 70% of hours are allocated to initial delivery
- Approximately 30% are allocated to revisions and refinements

Additional Revisions

Changes outside the approved scope, additional feedback rounds, or significant direction changes are re-estimated and require client approval before execution.

F. Communication, Tools & Collaboration

Tools We Use

FLUC uses the following tools to ensure transparency and efficient collaboration:

- **ClickUp**: Project management, task tracking, priorities, and communication
- **Toggl Track**: Time tracking and capacity reporting
- **Figma**: Design feedback and collaboration
- **Google Drive**: Shared files and documentation
- **Frame.io**: Video and motion feedback
- **Google Meet**: Meetings and sync calls

Client Access

Each client receives shared ClickUp access for **up to 3 users**. Additional users can be added for an **extra monthly fee**.

Check-ins

Check-in frequency depends on the selected plan and may include asynchronous updates, scheduled syncs, or planning sessions.

G. Pausing, Cancelling & Plan Changes

Minimum Commitment

Subscriptions have a **one-month minimum commitment**.

Cancellation & Pausing

Subscriptions may be paused or ended at the end of a billing cycle with **10 days' written notice**.

Plan Changes

Plans may be upgraded, downgraded, or adjusted at the end of a billing cycle.

H. Licenses, Assets & Additional Costs

Included Assets

FLUC maintains access to licensed libraries for stock music, footage, and visual assets. We aim to use these resources whenever possible to avoid unexpected costs for clients.

Additional Costs

If a project requires assets outside of FLUC's licensed libraries—such as specific music tracks, premium stock, fonts, plugins, or other third-party resources—those costs are **not included** in subscriptions or project fees.

Any additional licensing or third-party expenses:

- Are discussed in advance
- Require client approval
- Are billed separately

I. Ownership, Rights & Usage

Ownership

Upon full payment, the client owns all final deliverables and the rights to use them as intended.

Source Files

Source files are included unless technically impossible or otherwise agreed in writing.

Portfolio Use

FLUC may showcase work in its portfolio or promotional channels unless restricted by NDA or written agreement.

J. Safeguards & Professional Boundaries

Client Inactivity

Extended delays caused by missing feedback, assets, or approvals may impact timelines, prioritization, or require re-scoping.

Scope Creep

Work outside the approved scope is treated as additional work and requires re-estimation and approval.

Professional Conduct

FLUC reserves the right to pause or terminate services in cases of abusive behavior, repeated scope violations, or non-payment.

Final Note

FLUC operates as a creative partner, not a high-volume production factory. All work is approached collaboratively, with clarity, quality, and sustainability as core principles.