

DIGITAL EVIDENCE LEGAL VIDEO SERVICES, CCV COMPANY POLICY

We recommend that you read our Company Policy carefully and completely.

- **Professionalism:**

It is our policy to demonstrate professionalism in all aspects of conducting business. Digital Evidence Legal Video Services, CCV is committed to providing superior service to our clientele and delivering quality products in an efficient manner. Our objectives are to exhibit integrity, the appropriate decorum and retain solid ethics in our business practices.

- **Board Certified Legal Video Specialists:**

It is our policy to contract and employ Legal Video Specialists (CCV) educated, and Board Certified by The American Guild of Court Videographers (AGCV) on legal video assignments. In the event that we are unable to contract or employ members of the AGCV for a legal video assignment, it is our policy to contract Certified Legal Video Specialists (CLVS), with the *National Court Reporters Association* (NCRA).

- **Premium Services and Products:**

Client satisfaction is our primary mission at Digital Evidence Legal Video Services, CCV. Our Legal Video Specialists are qualified in all aspects of legal videography, and possess the requisite skills germane to producing an accurate video record of the evidence in question, both locally and Nationwide.

It is our policy to require our personnel to arrive on location at least one hour prior to the commencement of production. This requirement enables our employees or sub-contractors adequate set-up time to test all necessary equipment to ensure the successful completion of the contracted assignment.

It is our policy to provide our clientele with the finest in post-production (editing) solutions. We specialize in providing legal video services that represents the evidence in question honestly and accurately. We utilize state-of-the-art technology to capture and sustain the evidence in question.

- **Video Depositions: (LVS/Notary Public's Only)**

When contracted to record video depositions, it is our policy to contract Board Certified Legal Video Specialists who are commissioned *Notary Public's*. We make this stipulation as a convenience to our Attorney clientele. In the unfortunate event that a Court Reporter cancels, arrives late for the scheduled deposition or becomes ill, our *Notary* requirement provides Counselor's with the option to request our *Legal Video Specialist/Notary Public* to swear in the deponent(s).

Our *Notary Public's* only policy is a provision that allows the deposition to take place as scheduled, and eliminates unnecessary expenses to our clientele such as overtime, cancellation and rescheduling fees.

- **Adherence to Federal Protocols:**

It is our policy to strictly comply with the Federal Rules of Civil Procedure and the Federal Rules of Evidence when conducting business.

All Legal Video Specialists employed or contracted by Digital Evidence Legal Video Services, CCV, must strictly comply with the aforementioned Federal protocols, and the policies of Digital Evidence Legal Video Services, CCV. The possibility of an appeal to a higher court (State Supreme Court, United States Supreme Court) necessitates strict adherence to the aforementioned rules.

- **Disinterested Third-Party and Zero Tolerance for Bias:**

It is our policy to act as a disinterested third party in preparing and presenting video evidence for exhibition in or out of the courtroom. We will not participate in any inadmissible techniques that may convey bias. This will include, but is not limited to, positive or negative camera angles, positive or negative lighting, audio and image distortion, implementation of music beds, and the like.

The aforementioned practices are illegal and may be grounds for impeachment of the evidence. We are able and willing to provide professional services associated with production, to assist our clientele in the preparation of video evidence that distinctly portrays an accurate representation of the evidence.

Settlement Documentary Exemptions:

Due to the fact that Settlement Documentaries are not admissible as evidence in court. It is our policy to work under the direction and supervision of our client to produce a compelling video that creates an emotional connection with the viewer, and magnifies the comprehension of the relevant issues in order to convince the opposing party to settle out of court.

The creative elements of a Settlement Documentary are virtually endless. Scripted dramatic sequences may include the assignment of blame, graphic depiction of pain and suffering, emotional musical arrangements, professional voice-over narration, computer-generated graphics and reenactments of incidents. The aforementioned are some of the effective tools to motivate an out of court settlement. It is not the position of our Company to determine the accuracy or inaccuracy of the documentary content or any final product.

- **Post-Production Protocol**

It is our policy to work under the direction and supervision of our client. We are not responsible for the editorial content pertaining to any project. Relative to situations requiring re-editing, the client shall be entitled to one hour of editing at no charge. However, upon exhausting the one-hour grace period, all clientele shall be charged the hourly rate for editing and all fees associated with any additional supplies consumed during editing sessions.

Project completion dates vary considerably (i.e. days, weeks, or months). Therefore, it is our policy to reserve the right to require our clientele to offset the purchase of an external hard drive (80 GB minimum) for their project. Our objectives are to eliminate cross contamination and storage issues. The benefits to our clientele are: a.) The client retains exclusive use and ownership of the hard drive. b.) When changes to the project are necessary, there may be no need to re-format the project, thereby minimizing costs to our client. c.) Upon completion of the project, the clients have the convenience of safeguarding the entire project in their corporate office(s) and retain all of the original material (including the edited versions of the project).

- **Confidentiality:**

Protecting our clientele's privacy is our highest priority. It is our policy to preserve, implement safeguards, and treat all information related to our client's business affairs strictly confidential. Digital Evidence Legal Video Services, CCV, its employees, and sub-contractors, will not divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of our client.

- **Discrimination:**

It is not our policy to discriminate against any race, sex, religion, or national origin. However, we do reserve the right to refuse services that may conflict with our policies and standards.

- **Standby Availability:**

It is our policy to “temporarily” schedule services for clients. However, standby will be determined by our availability. We will reserve a date and time without a contract for a period of 5 business days. That notwithstanding, a contract must be agreed to and signed within the stipulated 5-day time period or the reservation will be removed and become available to other clients.

- **Cancellations and No-show Clients:**

It is our policy to charge the agreed and contracted rate for services NOT performed due to Client cancellations that occur without a 24-hour notice. Notice may be given by calling 818-888-4073 (Office), or phone 818-590-2514 (Mobile Phone) during regular business hours. Notice must be confirmed by Michael Jones to cancel contracted billing. In the event of “no-show” client(s) or deponent(s), the client will be billed the full rate as agreed and contracted.

Cancellations by all clients contracting services, including, but not limited to, video production, post-production, consultation, and all other services, are subject to the aforementioned 24-hour cancellation notice requirement and full rate charges as agreed and contracted.

Cancellations due to natural disaster, weather conditions and other acts of God prohibiting on location video production, post-production, consultation or any other contracted services are the only exceptions for waiving the contracted rate for services NOT performed.

- **Rates for Services:**

It is our policy not to publish rates for services. Rates will be quoted to qualified clients as requested via telephone, facsimile, or e-mail. Excluding contracts, rates are subject to change without notice. We do not discount. We do not work on a contingency fee basis.

- **Out-of-Pocket Expenses:**

It is our policy for our clientele to be responsible and pay directly for certain out-of-pocket expenses. Payments will be made directly from our client, to the firm charging the fee(s). These expenses may include, but are not limited to travel expenses such as lodging, meals, parking, airline tickets, overweight, and or excessive baggage charges incurred for transporting audio and video equipment on flights, rental cars, fuel charges, and the like. Other out-of-pocket expenses may include specific equipment rentals, e.g. cranes, lifts, helicopter bookings, audio/video tools, sub-contracting services, studios, voice-over narration talent, actors for reenactments, or any other project related expenses that may be incurred. We do not advance any funding for expenses related to any project on behalf of any client.

- **Payment for Services:**

A 50% deposit or retainer for estimated services is required prior to the commencement of any project. It is our policy to expect payment for services rendered to be paid on time. No final products will be released to any client until services are paid in full. We accept VISA, MasterCard, Discover, and American Express, cash, company and personal checks. Upon approval, we may extend a 7-day credit option to clients that complete and submit our credit application. All credit applications will be forwarded to the “Court Reporters Credit Exchange” for credit approval. We do not bill third parties. 1. 5% interest per month will be assessed on delinquent balances.

Policies (Continued)

• **Limit of Liability: (Attorney Clientele)**

It is our policy to notify our clients concerning our limit of liability. It is our understanding that our client is educated in the field of practicing law. It is also our understanding that our client is educated as to any and all rules regarding admissibility of evidence in any court of law. It is our policy that our client is the sole “producer” of any contracted project. It is our policy that our clientele approve all decisions during the construction and completion phases of all projects.

• **Limit of Liability: (All Clientele)**

Our policy relative to our limit of liability for all clientele is as follows:

- (1.) It is our understanding that the officer of the organization contracting our services is authorized to do so.
- (2.) It is our understanding that our client is educated in the field in which they are contracting our services.
- (3.) It is also our understanding that our client is educated as to any and all specifications and requirements related to the project.
- (4.) All project assignments shall be submitted in writing to Digital Evidence Legal Video Services, CCV accompanied by a signed contract at least 24 hours in advance of any assignment.

Digital Evidence Legal Video Services, CCV shall not be liable for damages beyond the hourly fee being charged for damaged or otherwise unacceptable video caused by circumstances beyond our personnel’s control, including, but not limited to equipment, audio and videotape cassette(s), CD’s, DVD and all other recording media failure.

Digital Evidence Legal Video Services, CCV will not assume any responsibility, nor make any guarantees pertaining to the results and or outcome of the contracted project.

Digital Evidence Legal Video Services, CCV is not responsible for acts of God that delay, impair or destroy any portion of the product or project.

Digital Evidence Legal Video Services, CCV does not refund payments for services rendered, regardless of the outcome.

I have read, understand, and agree to the terms set forth in the documents stating the Company Policies of Digital Evidence Legal Video Services, CCV.

Signature and Title

Date

Contact Us Toll Free @ 1-877-422-6222 or E-Mail - mjones@digitalevidence1.com

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