

# TERMS & CONDITIONS

Welcome to the website of **IASS Media & Entertainment (OPC) Private Limited** ("IASS", "we", "us", or "our"). These Terms & Conditions ("Terms") govern your use of our website, **[www.iassvfx-post.com](http://www.iassvfx-post.com)** (the "Website"), and, where applicable, the provision of our visual effects and post-production services.

By accessing or using this Website, you acknowledge that you have read, understood, and agreed to these Terms. If you do not agree with these Terms, please do not use the Website.

## 1. About IASS

IASS Media & Entertainment (OPC) Private Limited is a visual effects and post-production company based in India.

Our services may include, but are not limited to:

- Camera Tracking and Matchmove
- Object Tracking and 2D Tracking
- Layout
- LiDAR / Survey Data
- Multi-Camera Layout
- Lens Distortion and Anamorphic Solutions
- Rotoscopy and Keying
- Rotomation
- Cleanup and Paint
- Pre-visualization
- Compositing
- On-set Supervision
- Other VFX and post-production services agreed with a client

The exact scope of services provided to a client shall be determined by the applicable quotation, proposal, statement of work, purchase order, project agreement, email confirmation, or other written agreement between IASS and the client.

## 2. Use of the Website

You may use this Website for lawful purposes only.

You agree not to:

- Use the Website for any unlawful or fraudulent purpose;
- Attempt to gain unauthorized access to the Website or its systems;
- Introduce viruses, malware, malicious code, or other harmful material;
- Copy, reproduce, modify, distribute, or commercially exploit Website content without authorization;

- Use automated systems to scrape, download, reproduce, or collect substantial portions of the Website without our written permission;
- Misrepresent your identity or your relationship with IASS; or
- Use the Website in a manner that could damage, disable, overburden, or impair its operation.

We reserve the right to restrict or terminate access to the Website where we reasonably believe these Terms have been violated.

### **3. Website Content**

The information, images, videos, showreels, graphics, text, logos, designs, and other materials displayed on this Website are provided for general informational and promotional purposes.

While we make reasonable efforts to keep information accurate and current, we do not guarantee that all information on the Website will always be complete, accurate, current, or free from errors.

We reserve the right to change, update, remove, or modify Website content at any time without prior notice.

### **4. Intellectual Property**

Unless otherwise stated, the Website and its contents are owned by or licensed to IASS and are protected by applicable intellectual property laws.

This includes, without limitation:

- Website design and layout;
- IASS trademarks, logos, and branding;
- Text and written content;
- Original graphics and photographs;
- Showreels and promotional videos;
- Original artwork and visual materials; and
- Other materials created or supplied by IASS.

You may view the Website and its content for personal or legitimate business evaluation purposes.

You may not reproduce, republish, modify, distribute, sell, license, publicly display, or commercially exploit Website content without prior written permission from IASS.

### **5. Showreels, Portfolio and Project Materials**

The Website may contain showreels, images, videos, project examples, and other portfolio materials.

Unless expressly stated otherwise, these materials are presented for demonstration and promotional purposes only.

Some materials may relate to projects created for or involving third-party clients, production companies, studios, agencies, brands, broadcasters, or other rights holders. IASS does not claim ownership of third-party intellectual property merely because it appears in our portfolio.

Where third-party rights apply, those rights remain with their respective owners.

If you believe material displayed on the Website infringes your intellectual property rights, please contact us with sufficient information to identify the material and the basis of your claim.

## **6. Client Materials and Intellectual Property**

When a client provides footage, images, audio, scripts, 3D assets, models, artwork, project files, reference materials, or other content ("Client Materials"), the client remains responsible for ensuring that it has all necessary rights, licences, permissions, and consents required for IASS to use those materials for the agreed project.

The client grants IASS the limited right to access, copy, process, modify, render, transmit, store, and otherwise use the Client Materials solely to perform the agreed services.

The client represents that the use of the Client Materials by IASS in accordance with the client's instructions will not knowingly infringe the intellectual property, privacy, contractual, or other rights of any third party.

## **7. Project Scope and Client Instructions**

Project requirements, specifications, deadlines, deliverables, formats, frame ranges, resolutions, revisions, and other requirements should be communicated clearly by the client.

IASS will use reasonable professional efforts to follow the approved brief and technical specifications supplied by the client.

Where a client changes the project scope, creative direction, technical requirements, shot count, duration, delivery format, or other agreed requirements, IASS may revise the delivery schedule and/or fees accordingly.

Additional work outside the agreed scope may be treated as chargeable additional work.

## **8. Quotes, Estimates and Pricing**

Any quotation or estimate provided by IASS is based on the information, footage, specifications, shot count, complexity, deadlines, and requirements known to IASS at the time of preparation.

Unless otherwise stated in writing, quotations may not include:

- Additional work requested after approval;
- Significant changes to the original brief;
- Additional revisions beyond the agreed scope;
- New or replacement source material;
- Additional render requirements;
- Rush or expedited work;
- Third-party software, licences, hardware, storage, or other external costs; or
- Taxes, duties, or other government charges where applicable.

A quotation becomes binding only when accepted by IASS in writing or when otherwise confirmed through an agreed project arrangement.

## **9. Payments**

Payment terms will be specified in the applicable quotation, invoice, purchase order, project agreement, or other written arrangement.

Unless otherwise agreed, the client is responsible for paying all undisputed invoices within the agreed payment period.

Applicable taxes, including GST or other statutory charges, may be added where required by applicable law.

IASS reserves the right to suspend or delay work, deliveries, access to project files, or further services where undisputed payments are overdue.

## **10. Revisions and Feedback**

IASS aims to provide work in accordance with the approved brief and agreed specifications.

Clients should provide clear and consolidated feedback within the agreed project schedule.

Revisions arising from IASS failing to follow the approved brief may be addressed as part of the agreed service, subject to the project agreement.

Revisions resulting from:

- Changes in creative direction;
- New instructions;
- Changes to the original brief;
- Changes in source material;
- Changes requested after approval;
- Changes in frame range or duration; or
- Other client-driven requirements

may constitute additional work and may result in additional fees and/or an extension of the delivery schedule.

## **11. Approvals**

Client approval may be provided through email, project-management systems, messaging platforms, written confirmation, or other agreed communication channels.

Once a client has approved a deliverable, IASS may proceed with final processing, rendering, packaging, or delivery.

If changes are requested after approval, IASS will use reasonable efforts to accommodate them. Additional charges or schedule changes may apply depending on the nature and extent of the changes.

## 12. Delivery

IASS will make reasonable efforts to deliver completed work according to the agreed schedule.

Delivery dates may depend upon:

- Timely receipt of Client Materials;
- Complete and accurate project instructions;
- Timely feedback and approvals;
- Availability of required source files;
- Technical requirements;
- Render requirements;
- Third-party dependencies; and
- Payment of applicable invoices.

Delays caused by circumstances outside IASS's reasonable control will not automatically constitute a breach of contract.

## 13. Data Security and Confidentiality

IASS understands that VFX and post-production projects may contain confidential and commercially sensitive materials.

IASS will use reasonable technical and organizational measures to protect client materials and restrict access to authorized personnel and approved service providers where applicable.

Client materials may be stored, processed, transferred, backed up, or accessed through systems and infrastructure reasonably required to perform the services.

Where a separate Non-Disclosure Agreement ("NDA"), security agreement, client security policy, or project-specific confidentiality agreement exists, that agreement will govern confidentiality obligations to the extent of any inconsistency with these Terms.

Clients should not upload or transmit materials unless they are authorized to provide such materials to IASS.

## 14. Confidential Information

Each party may receive confidential information belonging to the other party during a project.

Confidential information may include:

- Unreleased films, advertisements, television programs, or other productions;
- Scripts and storyboards;
- Footage and source files;
- Production schedules;
- Business information;
- Pricing and commercial information;
- Technical information;

- Login credentials;
- Client lists; and
- Other information reasonably understood to be confidential.

Each party agrees to use confidential information only for the purposes for which it was provided and to take reasonable steps to prevent unauthorized disclosure.

These confidentiality obligations do not apply to information that:

- Is publicly available without breach of these Terms;
- Was already lawfully known to the receiving party;
- Is independently developed without use of confidential information; or
- Must be disclosed by law or lawful governmental authority.

## **15. Data Retention and Backup**

IASS may retain project files, working files, previews, renders, correspondence, and other project-related materials for a reasonable period for operational, backup, legal, accounting, or quality-control purposes.

Unless otherwise agreed in writing, clients should not assume that IASS will permanently retain project materials after final delivery.

Clients are responsible for maintaining their own copies and backups of final deliverables and any materials they require.

Where a client requires long-term archival storage, this should be agreed separately in writing.

## **16. Website Links and Third-Party Services**

The Website may contain links to third-party websites, video platforms, social media platforms, software services, or other external resources.

These links are provided for convenience only.

IASS does not control and is not responsible for the availability, content, security, privacy practices, or accuracy of third-party websites or services.

Use of third-party services is subject to the terms and policies of those third parties.

## **17. Third-Party Software and Technology**

VFX production may involve third-party software, rendering systems, cloud services, storage platforms, plugins, codecs, or other technologies.

IASS does not guarantee uninterrupted availability or compatibility of third-party services.

Where a project requires a particular software version, plugin, licence, codec, format, or technical environment, the requirement should be communicated and agreed before production.

## 18. Disclaimer

The Website and its content are provided on an "as is" and "as available" basis to the extent permitted by applicable law.

IASS does not guarantee that:

- The Website will always be available;
- The Website will be free from errors or interruptions;
- Website content will always be complete or current;
- The Website will be free from viruses or other harmful components; or
- The Website will meet every user's particular requirements.

Nothing in these Terms excludes any rights or protections that cannot lawfully be excluded under applicable law.

## 19. Limitation of Liability

To the maximum extent permitted by applicable law, IASS shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive losses arising from the use of the Website or services, including loss of profits, business opportunities, anticipated savings, reputation, or data, except where such exclusion is prohibited by law.

For client projects, the extent of IASS's liability should, where applicable, be governed by the relevant project agreement, quotation, purchase order, or service contract.

Nothing in these Terms shall exclude or limit liability where such exclusion or limitation is prohibited under applicable law.

## 20. Force Majeure

IASS shall not be responsible for delays or failure to perform caused by circumstances beyond its reasonable control.

Such circumstances may include, without limitation:

- Natural disasters;
- Fire, flood, or severe weather;
- Power or internet failures;
- Cybersecurity incidents;
- Government restrictions;
- War, civil unrest, or terrorism;
- Epidemics or pandemics;
- Labour disruptions;
- Failure of third-party infrastructure;
- Major hardware or software failures; or
- Other events beyond IASS's reasonable control.

Where reasonably possible, IASS will notify affected clients and work to resume services as soon as practicable.

## 21. Cancellation or Suspension of Projects

A project may be cancelled or suspended subject to the terms agreed between IASS and the client.

Where work has already been performed, the client may remain responsible for payment for completed work, committed resources, approved expenses, and other non-cancellable costs incurred up to the effective date of cancellation or suspension.

Project-specific cancellation provisions may supersede this section where agreed in writing.

## 22. Website Availability

We may temporarily suspend, modify, or discontinue any part of the Website without prior notice for maintenance, upgrades, security, technical issues, or other operational reasons.

We do not guarantee continuous or uninterrupted access to the Website.

## 23. Privacy

Information submitted through the Website, including information submitted through contact, enquiry, recruitment, or other forms, may be used by IASS for legitimate business purposes, including responding to enquiries, evaluating applications, communicating with users, and providing services.

Any personal information will be handled in accordance with our applicable **Privacy Policy**.

Where required, IASS may request additional information or consent before processing certain personal information.

## 24. Recruitment and Applications

If you submit a CV, portfolio, showreel, profile, or other information through the Website for employment, freelance, internship, or collaboration opportunities, you confirm that the information provided is accurate to the best of your knowledge.

Submission of an application does not guarantee employment, engagement, interview, or any other contractual relationship with IASS.

IASS may retain application information for recruitment and legitimate business purposes, subject to applicable law and its privacy practices.

## 25. Copyright Complaints

If you believe that content appearing on the Website infringes your copyright or other intellectual property rights, please contact IASS with:

- Your name and contact information;
- Identification of the allegedly infringing material;
- Evidence of your ownership or authorization to act on behalf of the rights holder;

- An explanation of the alleged infringement; and
- Any other information reasonably required to evaluate the complaint.

IASS may investigate legitimate complaints and take appropriate action where necessary.

## 26. Changes to These Terms

IASS may update these Terms from time to time.

The updated version will be posted on the Website with a revised "Last Updated" date.

Your continued use of the Website after an updated version is published constitutes acceptance of the revised Terms, to the extent permitted by applicable law.

## 27. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of **India**, without regard to conflict-of-law principles.

Subject to any mandatory rights available under applicable law, disputes arising from the use of the Website shall be subject to the jurisdiction of the competent courts in **Haryana, India**.

For client projects, the governing law and dispute-resolution provisions contained in the applicable project agreement, quotation, purchase order, or service contract shall apply where separately agreed.

## 28. Severability

If any provision of these Terms is determined to be invalid, unlawful, or unenforceable, that provision shall be interpreted or modified to the minimum extent necessary to make it enforceable, where legally possible.

The remaining provisions shall continue in full force and effect.

## 29. Waiver

Failure by IASS to enforce any provision of these Terms shall not constitute a waiver of its right to enforce that provision or any other provision in the future.

## 30. Entire Agreement

These Website Terms constitute the general terms governing use of the Website.

For paid VFX/post-production projects, the applicable quotation, statement of work, purchase order, service agreement, NDA, or other written project-specific agreement may contain additional terms. In the event of a conflict, the project-specific agreement will generally govern the relevant project matter.

## 31. Contact Information

For questions regarding these Terms, please contact:

### **IASS Media & Entertainment (OPC) Private Limited**

Registered Address:

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Company Incorporation No.: **U74999HR2017OPC070985**

IEC: **AAECI6445C**

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