

## **TERMS AND CONDITIONS OF USE**

These Terms and Conditions ("Terms") govern your access to and use of the services, website, media platforms, and content owned or operated by Xcel Film Studios Pvt. Ltd. ("Company", "we", "us", or "our"). By engaging with us, whether as a visitor, client, artist, contributor, or collaborator, you agree to be bound by these Terms.

### **1. DEFINITIONS**

- 1.1** User refers to any individual, production company, client, artist, or entity who accesses, views, contributes, collaborates with, or uses the Company's services, platforms, or content.
- 1.2** Content means any video, film, audio, photograph, script, design, promotional material, or other creative work created, co-created, or hosted by the Company.
- 1.3** Project refers to any commercial, artistic, cinematic, or commissioned work undertaken by the Company.

### **2. ELIGIBILITY AND LEGAL COMPETENCE**

- 2.1** By accessing the services of the Company, entering into any agreement, participating in a project, or otherwise engaging with us in any capacity, the User affirms and warrants the following:
  - a. The User is at least eighteen (18) years of age or has reached the age of majority as defined under the laws of their jurisdiction, whichever is higher.
  - b. The User possesses the full legal capacity and authority to enter into binding agreements, including contracts relating to creative collaboration, service provision, employment, licensing, or participation in media productions.
  - c. The User is not subject to any legal disability, judicial restraint, or statutory prohibition that restricts or bars them from working in or engaging with such industries or platforms.
  - d. Where the User accesses or engages with the Company on behalf of a company, group, or legal entity, the User represents that they are fully authorized to act on its behalf and to bind it legally to these Terms.
  - e. The User agrees that their engagement with the Company does not violate any applicable local, state, national, or international laws, and that they will not use the Company's services or platform to engage in any unlawful, defamatory, or unauthorized activity.
- 2.2** The Company reserves the right to request verifiable proof of age, identity, authority, or legal status at any time. Failure to provide satisfactory documentation may result in refusal of service, termination of engagement, or legal action, at the Company's sole discretion and without liability.

### **3. SERVICES AND ENGAGEMENTS**

- 3.1** The Company offers services including but not limited to film and video production, creative direction, photography, scriptwriting, editing, sound design, and promotional media.
- 3.2** Engagement terms for specific projects will be governed by separate written documents. In the absence of a separate document, these Terms shall govern all rights and obligations.
- 3.3** All creative direction, casting, location selection, and final editing decisions shall be at the sole discretion of the Company unless explicitly agreed otherwise.

### **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1** All original content, concepts, scripts, footage, music, designs, logos, and any creative or technical work produced or commissioned by the Company shall remain the exclusive intellectual property of the Company, unless otherwise agreed in writing.
- 4.2** No User, client, or third party may reproduce, modify, distribute, display, or commercially exploit any part of the Company's content without prior written consent. Unauthorized use may result in legal action.
- 4.3** Contributors (e.g., actors, writers, musicians) grant the Company a worldwide, royalty-free, non-exclusive, and perpetual license to use, reproduce, modify, and distribute their contributions across all media, unless otherwise agreed in writing.
- 4.4** To the extent permitted by law, contributors waive any moral rights and agree not to claim authorship or object to edits or usage unless specifically credited or contractually reserved.
- 4.5** Third-party content used by the Company remains the property of its respective rights holders. Users must disclose and secure permissions for any third-party materials they provide.

### **5. CONFIDENTIALITY**

- 5.1** Users may receive confidential information relating to projects or operations. Such information must not be disclosed, shared, or published without express permission, in writing, from the Company.
- 5.2** Breach of confidentiality obligations may result in legal action and termination of all business relationships.

### **6. PAYMENT AND COMPENSATION**

- 6.1** Payment terms for services, collaborations, or commissioned works will be explicitly outlined in individual documents.
- 6.2** Unless agreed otherwise, all payments must be made in advance or as per milestone-based terms. Delay in payment may lead to project suspension or penalties.

## **7. LIMITATION OF LIABILITY**

- 7.1** To the fullest extent permitted under applicable law, the Company shall not be liable to any party, whether client, collaborator, contributor, or third party, for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to loss of profits, reputation, business opportunity, goodwill, or data, arising out of or in connection with:
- a. Delays or disruptions caused by third-party service providers, vendors, talent, equipment malfunction, weather conditions, strikes, regulatory delays, or other unforeseen and force majeure events;
  - b. Creative choices, narrative direction, casting, post-production outcomes, or any artistic decisions that may not align with the subjective expectations of collaborators, contributors, or clients, unless such outcomes are in express and material breach of contractual deliverables;
  - c. Any technical failure, data breach, platform downtime, or unauthorized access to content hosted, shared, or transferred during the course of a project;
  - d. Engagement with external platforms, festivals, distributors, or third-party partners not directly controlled by the Company.

- 7.2** The Company makes no representations or warranties regarding guaranteed revenue, viewership, awards, commercial success, or critical reception of any production. Any projections shared shall be treated as illustrative and non-binding.

## **8. THIRD-PARTY LINKS AND COLLABORATIONS**

Our website or work may include collaborations or links to third-party content. We are not responsible for the reliability, accuracy, or conduct of these external entities.

## **9. AMENDMENTS**

The Company reserves the right to modify or update these Terms at any time, without notice. Continued use of our website, services, or platforms after such updates will constitute the User's acceptance of the revised Terms.

## **10. TERMINATION**

**10.1** Either party may terminate their engagement, agreement, or participation with the Company under the following circumstances:

- a. By written mutual consent of both parties;
- b. If continuation becomes legally impermissible due to changes in applicable laws, government regulations, or judicial orders;

**10.2** The Company reserves the right to unilaterally terminate any collaboration, contract, or participation without prior notice:

- a. If the User is found engaging in misconduct, unprofessional behavior, or actions that tarnish the reputation of the Company or its stakeholders;
- b. If the User breaches confidentiality, intellectual property, or non-disparagement obligations;
- c. If the User fails to comply with timelines, obligations, or deliverables critical to the project's progress.

**10.3** Upon termination:

- a. The User shall promptly return or destroy all confidential materials, proprietary data, or unfinished content belonging to the Company;
- b. Any outstanding dues or payments (subject to contractual terms and deliverable completion) shall be settled within 30 (thirty) days of termination;
- c. The Company shall retain ownership of all materials, content, or assets developed or contributed during the collaboration, unless otherwise contractually agreed;
- d. The User shall cease all use, claim, or association with the terminated project(s), brand, or content of the Company.

**10.4** All clauses relating to Confidentiality, Intellectual Property Rights, Limitation of Liability, Indemnity, and Governing Law shall survive the termination of any agreement or engagement with the Company.

## **11. INDEMNITY**

**11.1** The User hereby agrees to fully indemnify, defend, and hold harmless the Company, its directors, officers, employees, affiliates, licensors, agents, and assigns ("Indemnified Parties") from and against any and all claims, liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and legal costs) arising out of or in connection with:

- a. Any breach of these Terms or any applicable agreement by the User;
- b. Any violation of applicable laws, rules, or regulations;
- c. Any infringement or misappropriation of intellectual property rights, privacy rights, or other third-party rights caused by the User's actions or content;

- d. Any misconduct, negligence, fraud, or willful default on the part of the User in relation to any project, engagement, or communication with the Company;
- e. Any damages or liabilities arising out of representations made, or actions taken by the User without proper authorization from the Company.

**11.2** This indemnity obligation shall not apply to the extent that the claims, losses, or damages arise solely due to gross negligence, willful misconduct, or breach of contract on the part of the Company.

## **12. GOVERNING LAW AND JURISDICTION**

These Terms are governed by the laws of India. The courts located in Maharashtra, India shall have exclusive jurisdiction over any dispute, claim, or controversy arising from or related to the Company.