

TERMS AND CONDITIONS FOR SOUND RECORDING AND DESIGN SERVICES

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These Terms and Conditions (“Terms”) govern the provision of sound recording and design services (“Services”) by the Provider to any client (“Client”) for films, web series, television productions, animation projects, or any other audiovisual media (“Project”). By engaging the Provider, the Client unconditionally accepts these Terms. The Provider’s creative decisions on all sound-related matters are final.

1. Scope of Services

1.1 The Services include (but are not limited to) pre-production consultation, on-location sound recording, Foley, sound effects design, dialogue editing, ADR supervision, mixing (stereo, 5.1, Dolby Atmos, etc.), noise reduction, audio restoration, mastering, and delivery as per platform requirements.

1.2 The Provider shall exercise professional skill and care using industry-standard tools.

1.3 No guarantee is given regarding subjective artistic outcome.

1.4 The Client shall supply all required materials (footage, EDLs, scripts, reference tracks, etc.) on time. Delays caused by the Client may attract extra charges and timeline extensions.

2. Payment Terms

2.1 50% advance deposit is payable on confirmation/issuance of invoice.

2.2 Balance payable on approved milestones or final delivery, net 30 days.

2.3 All fees are exclusive of GST and any other applicable taxes.

2.4 Late payment attracts 1.5% interest per month. Provider may withhold deliverables until cleared.

2.5 Out-of-pocket expenses (travel, equipment hire, stock library royalties, etc.) are reimbursable with prior approval for amounts over ₹10,000.

2.6 Additional revisions beyond two rounds, scope changes, or unforeseen technical issues will be charged at ₹5,000 per hour (or prevailing rate).

3. Intellectual Property Rights

3.1 Provider retains full ownership of all original sound elements until final payment.

3.2 On full payment, Client receives a non-exclusive, worldwide, perpetual license to use the deliverables only within the agreed Project.

3.3 Client warrants it has cleared all rights in materials supplied to Provider and indemnifies Provider against any third-party claims.

3.4 Provider may showcase excerpts in demo reels/portfolio (without revealing confidential plot/details).

4. Confidentiality

4.1 Both parties shall keep all Project information confidential for 5 years post-completion.

4.2 Provider's proprietary techniques and sound libraries remain confidential.

5. Data Privacy and Protection

5.1 Provider shall process any Personal Data only for delivery of Services and in compliance with the IT Act, 2000, SPDI Rules, 2011, DPDP Act, 2023 (when in force), and other applicable laws.

5.2 Reasonable security measures (encryption, access control, secure deletion) will be maintained.

5.3 Data breach (if any) will be notified within 48 hours.

5.4 On Project completion or Client request, Provider shall delete/return all Personal Data (except legally required retention or anonymised fragments for internal use).

5.5 Client warrants it has obtained all necessary performer/data-subject consents.

6. Liability

6.1 Provider's total liability is limited to fees actually paid for the Services in question.

6.2 No liability for indirect, consequential, or punitive damages.

6.3 Client bears full responsibility for Project compliance with CBFC, broadcast, and platform loudness norms.

7. Indemnity

7.1 Client shall indemnify and hold harmless the Provider and its personnel against all claims, losses, and expenses arising from:

- (a) Client's breach of these Terms
- (b) Failure to clear rights in supplied materials
- (c) Infringement of third-party IP/privacy/publicity rights
- (d) Non-compliance with laws or regulations
- (e) Injury/damage during recording under Client's control
- (f) Any performer/location release issues

7.2 Provider shall indemnify Client only for claims that Provider's original (non-Client-material) work infringes third-party copyright, subject to full payment.

7.3 Indemnified party shall notify promptly and allow indemnifying party control of defence.

8. Termination

8.1 Either party may terminate for material breach (uncured within 1 Day)

8.2 On termination, Client pays for work done; Provider may retain deposit as liquidated damages.

8.3 Force majeure excuses non-performance.

9. Dispute Resolution & Governing Law

9.1 Disputes first by good-faith negotiation, then mediation in Mumbai.

9.2 If unresolved, binding arbitration in Mumbai under the Arbitration and Conciliation Act, 1996 (single arbitrator appointed by Provider).

9.3 Governing law: Laws of India | Jurisdiction: Courts in Mumbai.

10. General Provisions

10.1 These Terms constitute the entire agreement.

10.2 Amendments only in writing signed by both parties.

10.3 If any provision is unenforceable, the rest remain valid.

Client acknowledges having read and accepted these Terms before engaging the Provider's Services.