

Terms and Conditions

Last updated: 13 August 2026

1. Scope

These Terms and Conditions ("Terms") govern all contracts for the provision of video production and AI-powered creative services between

LAVA VIDEO MARKETING, SOCIEDAD LIMITADA CIF: B27580240 Registered address: Av. de França, 79, Poblets Marítims, 46023, València, Spain (hereinafter "we", "us", or "the Company")

and its clients.

These services are offered exclusively to businesses and professionals acting in the course of their trade, business, craft, or profession. They are not offered to consumers acting for purposes outside their trade or profession. If a prospective client intends to contract with us as a consumer, please notify us in advance, as separate legal provisions (including withdrawal rights) may apply that are not addressed in these Terms.

2. Formation of Contract

The presentation of service packages and prices on our website does not constitute a binding offer, but a non-binding invitation to enquire. A contract is formed only upon our written confirmation of an order (including by email) or upon signature by both parties of an individual proposal.

3. Scope of Services

The specific scope of services (type of video, length, number of revision rounds, delivery timeline) is set out in the applicable individual proposal or order confirmation. The packages described on the website are provided for general guidance only; deviations may be agreed on a case-by-case basis before work begins.

4. Prices and Payment Terms

All prices stated on the website are in euros, unless otherwise indicated, and are exclusive of applicable value added tax (VAT), which will be added where chargeable. Specific payment terms (deposit, payment schedule, payment methods) are set out in the individual proposal.

5. Client Cooperation

The client shall provide, in a timely manner, the information, materials, approvals, and feedback required for the performance of the services. Delays resulting from late cooperation on the client's

part will extend the agreed delivery timelines accordingly.

6. Usage Rights

Unless otherwise agreed in the individual proposal, the client receives full commercial usage rights to the videos produced for them upon full payment. We reserve the right to use completed work for portfolio and self-promotional purposes, unless the client objects in writing.

7. Warranty

The statutory warranty provisions of the applicable law (see Section 10) apply. Defects must be reported in writing without undue delay after discovery. Justified defects will be remedied free of charge within the revision rounds provided for in the individual proposal.

8. Liability

We are liable without limitation for intent and gross negligence, and for damages arising from injury to life, body, or health. For damages caused by ordinary negligence, we are liable only in the event of a breach of a material contractual obligation, and our liability is limited to the loss typically foreseeable at the time the contract was formed. Liability for ordinary negligence is otherwise excluded. The above limitations do not apply to claims arising under mandatory product liability law.

9. Confidentiality

Both parties undertake not to disclose confidential information obtained from the other party in the course of the engagement to any third party without prior consent, and to use such information solely for the performance of the relevant contract.

10. Governing Law and Jurisdiction

These Terms are governed by Spanish law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). For any dispute arising from or in connection with the contractual relationship, the parties submit, to the extent permitted by law, to the courts of València, Spain, without prejudice to any mandatory consumer protection rules that may apply in favour of consumers resident elsewhere in the European Union.

11. Consumer Dispute Resolution

Our services are offered exclusively to businesses (see Section 1). For the avoidance of doubt, we are not obliged, and do not undertake, to participate in dispute resolution proceedings before a consumer arbitration board. If you are nonetheless a consumer resident in the European Union, you may access the European Commission's Online Dispute Resolution platform at: <https://ec.europa.eu/consumers/odr>

12. Final Provisions

Should any provision of these Terms be or become invalid, the validity of the remaining provisions shall remain unaffected. Amendments and additions to these Terms must be made in text form.

13. Contact

Email: hello@aivideoagency.eu **Postal address:** Av. de França, 79,
Poblat's Marítims, 46023, València, Spain