Terms & Condition

Effective Date: August 1, 2026
Last Updated: August 1, 2026

1. INTRODUCTION

Welcome to VAI SPACE ("Company", "we", "our", "us").

These Terms & Conditions ("Terms") govern your access to and use of the VAI SPACE website, products, services, digital platforms, communications, quotations, proposals, software, applications, marketing campaigns, websites, branding solutions, creative works, and any related services offered by VAI SPACE.

By accessing this Website, requesting our services, submitting information through our contact forms, accepting a quotation, making any payment, signing an agreement, communicating through electronic means, or otherwise engaging with VAI SPACE, you acknowledge that you have read, understood, and agree to be legally bound by these Terms.

If you do not agree to these Terms, you must discontinue use of our Website and Services immediately.
These Terms constitute a legally binding agreement between VAI SPACE and every visitor, client, customer, business entity, representative, or user accessing our Website or Services.

2. DEFINITIONS

For the purpose of these Terms:
"Company" refers to VAI SPACE.
"Website" means vaispace.com and any associated domains, landing pages, client portals, or digital properties operated by VAI SPACE.
"Client" means any individual, business, organization, government body, or legal entity that purchases, requests, or uses any Service.
"Services" include, but are not limited to:
Branding, Logo Design, Graphic Design, UI/UX Design, Website Design, Website Development,Web Applications, Mobile App Design, Search Engine Optimization (SEO), Digital Marketing, Performance Marketing, Social Media Marketing, Content Creation, Motion Graphics, Video Editing, Video Production, Photography, Google Ads Management, Meta Ads Management, Business Consulting, Website Maintenance, Hosting Assistance, Domain Assistance, AI-assisted Creative Services, Marketing Strategy, Creative Consultancy, Any future services introduced by VAI SPACE.

3. ACCEPTANCE OF TERMS

Your continued use of this Website or Services constitutes your unconditional acceptance of these Terms.
Acceptance may occur through:
Accessing our Website
Clicking "Accept"
Signing a proposal
Approving a quotation
Sending written confirmation
Email approval
WhatsApp confirmation
Purchase Order
Digital signature
Payment of any invoice
Continuing a project after quotation approval

Electronic communications shall have the same legal effect as written agreements, subject to applicable Indian laws.

4. ELIGIBILITY

You represent and warrant that:
You are at least 18 years of age.
You possess legal capacity to enter into contracts.
You are authorized to act on behalf of any organization you represent.
Information provided to VAI SPACE is true, complete, and accurate.
Your use of our Services complies with all applicable laws.
VAI SPACE reserves the right to refuse Services where eligibility requirements are not met.

5. SCOPE OF SERVICES

VAI SPACE provides creative, technology, branding, digital marketing, consulting, and software-related Services.
Each project shall be governed by:
Approved quotation
Proposal
Statement of Work (SOW)
Service Agreement
Purchase Order
Email confirmation
Written communication
Only Services specifically mentioned within the approved proposal shall be included.
Any request beyond the agreed scope shall be treated as additional work and may require:

Revised quotation
Additional timeline
Additional charges
Separate agreement

6. PROJECT CONFIRMATION

A project shall be deemed officially confirmed only upon:
Acceptance of the quotation or proposal;
Receipt of the agreed advance payment;
Completion of any required onboarding documentation; and
Written confirmation from VAI SPACE.
Verbal discussions, preliminary consultations, exploratory meetings, concept presentations, or draft communications shall not create any contractual obligation unless expressly confirmed in writing.
VAI SPACE reserves the right to decline, suspend, or postpone any project before confirmation without assigning any reason.

7. QUOTATIONS & PRICING

All quotations issued by VAI SPACE are confidential and intended solely for the recipient.
Unless otherwise stated, quotations:

remain valid only for the period specified in the quotation;
are based on the scope described at the time of issuance;
exclude taxes unless expressly mentioned; and
are subject to revision if project requirements change.

Additional charges may arise due to:
scope expansion;
additional revisions;
new features;
third-party software;
premium fonts;
stock assets;
hosting;
domain registration;
API integrations;
payment gateway fees;
advertising spend;
licensing costs; or
any unforeseen technical requirements.
VAI SPACE reserves the right to revise pricing prior to project confirmation if circumstances materially change.

8. PAYMENT TERMS

Unless otherwise agreed in writing:
A minimum advance payment is required before commencement of work.
Milestone-based projects shall follow the agreed payment schedule.
Subscription-based services shall be payable in advance for each billing cycle.
Final deliverables may be withheld until all outstanding dues are cleared.
Taxes, including GST where applicable, shall be payable in addition to the quoted fees unless explicitly stated otherwise.
Failure to make payments within the agreed timelines may result in suspension of work, delayed delivery, restricted access to project assets, or termination of services.

9. PROJECT TIMELINES & DELIVERY

9.1 All project timelines communicated by VAI SPACE are estimates unless expressly agreed in writing.
9.2 Delivery schedules depend upon various factors including, but not limited to:
Client approvals
Availability of required content
Timely communication
Scope modifications
Third-party platform approvals
Technical dependencies
Government regulations
Force Majeure events
9.3 Any delay by the Client in providing approvals, content, credentials, feedback, payments, or required information shall automatically extend the project timeline without liability on the part of VAI SPACE.
9.4 VAI SPACE shall not be responsible for delays caused by hosting providers, domain registrars, payment gateways, cloud infrastructure providers, internet outages, governmental actions, software vendors, or any event beyond its reasonable control.
9.5 Delivery dates are target dates only and shall not constitute a guarantee unless specifically agreed under a written Service Level Agreement (SLA).

10. CLIENT RESPONSIBILITIES

The Client agrees to:
provide complete and accurate information;
provide all required logos, images, videos, documents, content, credentials, and approvals in a timely manner;
maintain lawful ownership or licensing of all materials supplied to VAI SPACE;
review deliverables promptly;
communicate requested revisions clearly;
comply with applicable laws while using the Services.
The Client shall remain solely responsible for the legality, accuracy, authenticity, and ownership of all content supplied.
VAI SPACE shall not independently verify ownership of client-provided content.

11. CLIENT CONTENT

The Client represents and warrants that all materials submitted to VAI SPACE:
do not infringe any copyright;
do not violate trademark rights;
do not violate patents;
do not violate privacy rights;
do not contain defamatory material;
do not violate any applicable laws.
The Client agrees to indemnify and hold harmless VAI SPACE from any claim arising out of materials supplied by the Client.

12. REVISIONS & CHANGE REQUESTS

Project revisions shall be limited to the number specified in the approved quotation or agreement.
Revision requests shall not include:

complete redesigns;
change of business strategy;
change of project objectives;
replacement of approved concepts;
additional pages;
additional modules;
additional campaign deliverables.
Any request beyond the approved scope shall constitute a Change Request.
VAI SPACE reserves the right to:

issue a revised quotation;
revise project timelines;
suspend work until approval;
charge additional fees.

13. INTELLECTUAL PROPERTY RIGHTS

Unless expressly agreed otherwise in writing, all intellectual property rights relating to:
concepts;
creative direction;
branding strategies;
logos;
layouts;
user interface designs;
wireframes;
illustrations;
motion graphics;
source code;
scripts;
documentation;
proposals;
presentations;
research;
campaign strategies;
marketing frameworks;
proprietary workflows;
templates;
automation systems;
AI-assisted workflows;
unpublished works;
shall remain the exclusive property of VAI SPACE.

Transfer of ownership shall occur only after:
complete payment;
completion of contractual obligations; and
written confirmation by VAI SPACE.

14. SOURCE FILES

Unless specifically mentioned in the quotation, VAI SPACE is not obligated to provide editable source files including but not limited to:
Adobe Illustrator (.AI)
Adobe Photoshop (.PSD)
Adobe InDesign (.INDD)
Adobe After Effects (.AEP)
Adobe Premiere (.PRPROJ)
Blender files
Figma source files
Sketch files
XD files
RAW media
Development repositories
proprietary templates

The Client shall receive only the final deliverables agreed upon.

15. PORTFOLIO RIGHTS

Unless restricted by a separate written Non-Disclosure Agreement (NDA), VAI SPACE reserves the perpetual, worldwide, royalty-free right to display completed projects in:
company portfolio;
website;
social media platforms;
marketing campaigns;
presentations;
award submissions;
exhibitions;
promotional materials;
case studies;
advertising campaigns.
This right includes screenshots, logos, branding, website previews, campaign results, and other publicly available deliverables.

16. CONFIDENTIALITY

VAI SPACE agrees to treat confidential business information received from Clients with reasonable care.
Confidential Information includes:
business strategies;
customer databases;
financial information;
internal documents;
unpublished product information;
proprietary technology.

Confidentiality obligations shall not apply where information:
becomes publicly available;
was already lawfully known;
is independently developed;
is required to be disclosed under law or court order.

17. DIGITAL MARKETING DISCLAIMER

VAI SPACE shall perform digital marketing services using commercially reasonable skill, industry practices, and professional judgment.
However, VAI SPACE expressly disclaims any guarantee regarding:

Google rankings;
SEO positions;
organic traffic;
lead generation;
sales;
revenue;
return on investment (ROI);
conversion rates;
advertising performance;
follower growth;
engagement metrics;
viral reach;
algorithm performance.

Digital marketing outcomes depend on numerous variables beyond VAI SPACE's control, including market competition, customer behavior, advertising budgets, search engine updates, social media algorithms, and third-party platform policies.
No statement made by VAI SPACE shall be interpreted as a warranty of commercial success.

18. AI-ASSISTED SERVICES

Where artificial intelligence technologies are used in connection with the Services:
AI outputs shall be reviewed and refined by VAI SPACE before delivery where reasonably practicable.
AI-generated content may contain inaccuracies or similarities to publicly available material.
Final approval of deliverables remains the Client's responsibility.
VAI SPACE does not warrant that AI-assisted outputs will be unique, error-free, or suitable for every intended purpose.
The Client is responsible for obtaining any necessary legal, regulatory, or commercial approvals before public use.

19. WEBSITE, SOFTWARE & TECHNOLOGY SERVICES

19.1 VAI SPACE shall use commercially reasonable efforts to deliver websites, software, applications, and technology solutions in accordance with the approved project scope.
19.2 Unless expressly agreed in writing, VAI SPACE does not warrant that any website, application, software, or digital platform will operate without interruption, delay, defects, vulnerabilities, or compatibility issues across all devices, browsers, operating systems, or future software updates.
19.3 Following project delivery, any modifications, updates, installations, integrations, or alterations made by the Client or any third party may affect the functionality, performance, or security of the deliverables. VAI SPACE shall not be responsible for issues arising from such changes.
19.4 Unless covered under a separate maintenance agreement, VAI SPACE has no ongoing obligation to maintain, update, troubleshoot, or support completed projects after final delivery.

20. HOSTING, DOMAIN & THIRD-PARTY SERVICES

20.1 VAI SPACE may recommend or assist with third-party services, including but not limited to:
Domain registrars, Web hosting providers, Cloud infrastructure providers, CDN providers, Email service providers, Payment gateways, SSL certificate providers, CRM platforms, Analytics platforms, Advertising platforms, AI, service providers, Plugin developers, API providers.
20.2 VAI SPACE is not the owner, operator, or controller of such third-party services and shall not be responsible for:
service outages;
server downtime;
data loss;
DNS failures;
hosting failures;
domain expiration;
email disruptions;
plugin incompatibilities;
API changes;
software licensing changes;
pricing changes;
suspension or termination of third-party accounts.
20.3 Any agreement entered into by the Client with a third-party provider shall be governed solely by that provider's applicable terms and policies.

21. THIRD-PARTY PLATFORMS
The Client acknowledges that VAI SPACE's Services may rely upon external platforms including, without limitation:
Google, Meta, Instagram, Facebook, LinkedIn, YouTube, WordPress, Shopify, WooCommerce, Microsoft, Apple, Amazon Web Services, Cloudflare, Vercel, Hostinger, Razorpay, PayPal, Stripe.

VAI SPACE shall not be liable for:
account suspensions;
advertising disapprovals;
search algorithm updates;
policy changes;
platform outages;
platform bugs;
removal of content;
account restrictions;
account bans.

22. SECURITY DISCLAIMER

Although VAI SPACE follows commercially reasonable security practices, no website, server, software application, cloud infrastructure, API, or digital platform can be guaranteed to be completely secure.
Accordingly, VAI SPACE shall not be liable for:
cyberattacks;
malware;
ransomware;
hacking;
phishing;
brute-force attacks;
unauthorized access;
data breaches caused by third parties;
credential theft;
internet disruptions;
failures resulting from client negligence.
Clients are responsible for safeguarding passwords, authentication credentials, recovery information, and account access.

23. ACCEPTABLE USE

Users shall not use the Website or Services to:
violate applicable laws;
infringe intellectual property rights;
upload malicious software;
transmit viruses;
distribute spam;
conduct fraudulent activities;
attempt unauthorized access;
interfere with website security;
reverse engineer proprietary systems;
copy proprietary content without authorization;
impersonate another person or entity.
VAI SPACE reserves the right to suspend or permanently restrict access for violations of these Terms.

24. PAYMENT DEFAULT

If any invoice remains unpaid beyond the agreed due date, VAI SPACE reserves the right to:
suspend Services;
pause project execution;
withhold deliverables;
disable website access where contractually permitted;
suspend maintenance;
remove staging environments;
charge applicable interest or late fees where permitted by law;
recover reasonable costs associated with collection of outstanding dues.
Such actions shall not constitute a breach of contract by VAI SPACE.

25. SUSPENSION OF SERVICES

Without limiting any other rights available under law or contract, VAI SPACE may suspend or restrict Services where:
payments remain overdue;
fraudulent activity is suspected;
false information has been provided;
unlawful use of Services is identified;
the Client materially breaches these Terms;
continuation of Services may expose VAI SPACE to legal or financial risk.

26. TERMINATION

Either party may terminate Services in accordance with the applicable agreement.
Upon termination:
outstanding payments shall become immediately payable;
completed work shall remain payable;
intellectual property shall remain subject to applicable payment obligations;
licenses granted by VAI SPACE may terminate where permitted by law;
confidential information shall continue to be protected.
Termination shall not affect rights accrued prior to termination.

27. INDEMNIFICATION

The Client agrees to defend, indemnify, and hold harmless VAI SPACE, its proprietors, directors, employees, contractors, consultants, affiliates, successors, and representatives from and against any claims, liabilities, losses, damages, costs, expenses, penalties, or legal proceedings arising out of or relating to:

materials supplied by the Client;
infringement of third-party intellectual property rights;
misuse of deliverables;
unlawful activities conducted by the Client;
violation of these Terms;
negligent or intentional misconduct by the Client.
This obligation shall survive completion or termination of the Services.

28. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law:
VAI SPACE shall not be liable for any indirect, incidental, consequential, exemplary, punitive, or special damages, including but not limited to:
loss of profits;
loss of revenue;
business interruption;
loss of business opportunities;
reputational damage;
goodwill loss;
anticipated savings;
loss of data;
loss of digital assets;
downtime;
advertising losses;
search ranking fluctuations.
In no event shall the aggregate liability of VAI SPACE exceed the total professional fees actually paid by the Client to VAI SPACE for the specific Service giving rise to the claim.
Nothing in these Terms excludes liability that cannot legally be excluded under applicable law.

29. FORCE MAJEURE

29.1 VAI SPACE shall not be liable for any delay, interruption, or failure to perform its obligations where such delay or failure results from events beyond its reasonable control, including but not limited to:
Natural disasters, Floods, Earthquakes, Fire, Pandemic or epidemic, Government restrictions, War, Terrorism, Civil unrest, Labour strikes, Power failures, Internet outages, Telecommunications failures, Cloud service interruptions, Cyber incidents.
Acts or omissions of third-party service providers
29.2 Performance of affected obligations shall be suspended for the duration of the Force Majeure event without constituting a breach of these Terms.

30. ELECTRONIC COMMUNICATIONS

30.1 The Client agrees that communications transmitted electronically shall be legally valid and enforceable.
30.2 Communications may occur through:
Email, WhatsApp, Client Portal, Online Meeting Platforms, Electronic Signatures, Invoices, Purchase Orders, Website Forms.
30.3 The Client is responsible for ensuring that contact details provided to VAI SPACE remain accurate and up to date.

31. PRIVACY
31.1 Collection, processing, storage, and use of personal information shall be governed by the VAI SPACE Privacy Policy, which forms an integral part of these Terms.
31.2 By using the Website or Services, the Client acknowledges that they have read and accepted the Privacy Policy.
31.3 Where required by applicable law, VAI SPACE shall process personal data in accordance with the Digital Personal Data Protection Act, 2023 (DPDP Act) and other applicable Indian laws.

32. WEBSITE AVAILABILITY
32.1 VAI SPACE does not guarantee uninterrupted availability of the Website.
32.2 The Website may be temporarily unavailable due to:
Maintenance, Software updates, Security upgrades, Infrastructure changes, Hosting maintenance, Third-party service interruptions, Technical issues
32.3 VAI SPACE shall not be liable for any loss arising from temporary Website unavailability.

33. INTELLECTUAL PROPERTY ENFORCEMENT
33.1 All trademarks, service marks, logos, graphics, icons, software, source code, text, images, videos, animations, layouts, designs, documents, and other intellectual property displayed on the Website are owned by or licensed to VAI SPACE unless otherwise stated.
33.2 No person may reproduce, copy, modify, distribute, publish, transmit, reverse engineer, sell, or commercially exploit any material from the Website without the prior written consent of VAI SPACE.
33.3 Unauthorized use may result in civil and/or criminal action under applicable Indian laws, including the Copyright Act, 1957 and the Trade Marks Act, 1999.

34. POLICY MODIFICATIONS
34.1 VAI SPACE reserves the right to modify, amend, update, replace, or discontinue these Terms at any time.
34.2 Updated versions shall become effective upon publication on the Website unless otherwise stated.
34.3 Continued use of the Website or Services after publication of updated Terms constitutes acceptance of the revised Terms.

35. SEVERABILITY
If any provision of these Terms is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be severed and the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

36. NO WAIVER
Failure or delay by VAI SPACE to exercise any right, remedy, or provision under these Terms shall not constitute a waiver of such right or remedy.
Any waiver shall be effective only if made expressly in writing by an authorized representative of VAI SPACE.

37. ASSIGNMENT
The Client shall not assign, transfer, sublicense, or delegate any rights or obligations under these Terms without the prior written consent of VAI SPACE.
VAI SPACE may assign or transfer its rights and obligations in connection with any merger, acquisition, business restructuring, or sale of assets.

38. ENTIRE AGREEMENT

These Terms, together with the applicable:
Proposal
Quotation
Statement of Work (SOW)
Service Agreement
Privacy Policy
Refund & Cancellation Policy
Disclaimer
Any written amendments
constitute the entire agreement between the Client and VAI SPACE concerning the relevant Services and supersede all prior discussions, negotiations, understandings, or representations relating to the same subject matter.

39. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the Republic of India, without regard to conflict of law principles.
Applicable legislation may include, where relevant:
Information Technology Act, 2000
Digital Personal Data Protection Act, 2023
Indian Contract Act, 1872
Copyright Act, 1957
Trade Marks Act, 1999
Other applicable Indian laws and regulations

40. DISPUTE RESOLUTION
40.1 The Parties shall first attempt to resolve any dispute through good-faith negotiations.
40.2 If the dispute is not resolved within a reasonable period, the Parties may mutually agree to mediation or arbitration in accordance with applicable Indian law.
40.3 Nothing in this clause prevents VAI SPACE from seeking urgent interim or injunctive relief from a court of competent jurisdiction where necessary to protect its intellectual property, confidential information, or other legal rights.

41. JURISDICTION

Subject to Clause 40, the courts located in Visakhapatnam, Andhra Pradesh, India shall have exclusive jurisdiction over any dispute arising out of or relating to these Terms or the Services provided by VAI SPACE, unless otherwise required by applicable law.

42. CONTACT INFORMATION

For questions regarding these Terms or the Services provided by VAI SPACE, you may contact:

VAI SPACE
Visakhapatnam, Andhra Pradesh, India
Email: conatct@vaispace.com
Website: https:/vaispace.com

ACKNOWLEDGEMENT

By accessing the Website, submitting an enquiry, requesting a quotation, engaging the Services of VAI SPACE, making any payment, or otherwise interacting with VAI SPACE, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.