VERSION OF 17 OCTOBER 2026

TERMS AND CONDITIONS

They form part of every UNSEEN quote and order. Swiss law.

1. WHO WE ARE, AND WHEN THESE TERMS APPLY

UNSEEN is the sole proprietorship of Amer Khan: UNSEEN, Amer Khan, Avenue de Joli-Mont 5, 1209 Genève, Switzerland · studio@unseenary.com. Not registered for VAT.

These general terms apply to all our services: corporate films and animated videos. Our services are intended for companies and organisations; for a private customer, mandatory consumer protection rules remain reserved.

They form part of every quote. They are accepted by signing the quote or by paying. If a signed quote says otherwise, the quote prevails.

2. QUOTES AND PRICES

Our prices are in Swiss francs (CHF), not subject to VAT. A quote is valid for the period stated on it.

Prices shown on the website are starting prices. The exact price of a project is the price in the quote.

3. ORDER AND PAYMENT

The order is binding once the quote is signed.

Full payment is due on order, by bank transfer within 10 days of signing the quote, and always before work starts. On request, we can send you an online payment link (TWINT, Apple Pay or card, processed by Stripe). Payment starts the project.

After that period, interest of 5% per year is due (art. 102 and 104 of the Swiss Code of Obligations), and the project only starts once payment is received.

4. HOW A PROJECT RUNS

Every project follows the same steps: a call, then the quote and payment, then the script, which you approve before any production, then the key frames, then the making of the film, shown step by step (draft, final edit), then delivery.

One round of revisions is included at each step, unless the quote says otherwise. Each extra round costs CHF 250. A change that reopens a step already approved (for example a new idea after the script was approved) is quoted separately before it is made.

Stated timelines assume you send us your files (logo, brand guidelines, images, information) and your approvals on time. Any delay on your side moves the delivery date accordingly.

5. WHAT YOU PROVIDE

You send us your official files (logo, brand guidelines, copy, images, figures and their sources). You warrant that you are entitled to use them and to entrust them to us, and that the information is accurate.

If a third party makes a claim against us because of something you provided, you bear the consequences and hold us harmless.

We may refuse content that is unlawful, misleading or contrary to our values.

6. ARTIFICIAL INTELLIGENCE AND REAL PEOPLE

Our films are largely created with artificial intelligence tools. Every film carries a visible notice stating what was created with AI (for example "Images and voices created with AI"). If you publish the film in the European Union, the EU AI Act requires this notice to remain visible: you do not remove it, and you repeat it in the text of your posts.

The characters in our films are fictional. We never imitate the face, voice or name of a real person without their written consent. A chance resemblance to an existing person cannot be ruled out; if one is reported, we correct the passage concerned.

Your logo, products and copy are always your official files, placed in the edit, never redrawn or invented by AI.

7. DELIVERY AND ACCEPTANCE

The film is delivered in the formats set out in the quote. You check it within 7 working days. Any defect must be reported to us in writing within that period, with a description (art. 367 and 370 of the Swiss Code of Obligations). Without any remark within that period, the film is deemed accepted.

If a defect is real (an element does not match the approved script, a technical error, a typo), we fix it free of charge as a priority. If the fix fails twice, you may ask for a price reduction or, if the film is unusable, a refund (art. 368 of the Swiss Code of Obligations). A matter of taste about an element already approved at an earlier step is not a defect.

A hidden defect may be reported for 2 years after delivery (art. 371 of the Swiss Code of Obligations), as soon as it is discovered.

8. CANCELLATION

You may stop a project at any time before delivery (art. 377 of the Swiss Code of Obligations):

• until you approve the key frames: you are refunded 100%, whatever the reason; this is our key-frame guarantee;

• after you approve the key frames: the making of the film is under way, the full price remains due, and we deliver what has been produced.

Key-frame guarantee: the key frames are presented to you with the planned round of revisions. If they do not convince you, or if you wish to stop earlier, tell us in writing: we refund the full price paid within 10 days. The script and images prepared are not delivered and remain with UNSEEN. Without a reply from you within 5 working days after the revised key frames are presented, they are deemed approved and the guarantee ends.

If we ourselves had to abandon a project, we refund in full the amounts paid for anything not delivered.

9. YOUR RIGHTS IN THE FILM

Upon full payment, you receive the right to use the delivered film for your own communication, without time limit, worldwide, on all digital and print media: website, social media (including paid advertising), presentations, trade fairs, screens and events. This right is exclusive for the final film, subject to our portfolio (article 10). It covers our copyright and any neighbouring rights. You may shorten the film, take stills from it, subtitle it or translate it.

Broadcast on television, in cinemas or on large-scale public billboards, or resale of the film to a third party, is agreed separately.

We remain the owner of our methods, prompts, working files and unused material. Source files are not delivered unless agreed in writing.

Music and voices are created or acquired under a commercial licence covering the use described above.

Under Swiss law, only a human being can be an author. Elements generated by AI without human creative input may not be protected by copyright. We guarantee our creative contribution (script, direction, editing) and the lawful use of our tools, but not the existence of copyright in every generated image. To our knowledge, the film does not reuse any protected work of a third party; if a third party asserts a right over an element we created, we replace it at no cost.

10. OUR PORTFOLIO

After your public launch, we may show the final film, excerpts and your logo in our portfolio (website, social media, presentations), without ever revealing your confidential data or prices.

If you do not wish this, simply tell us in writing before ordering: the project then remains entirely confidential.

11. CONFIDENTIALITY

We keep confidential all non-public information you send us, and nothing is published before your launch. Your confidential documents are never uploaded to image or video generation tools. A non-disclosure agreement can be signed on request.

If you entrust us with personal data (for example names, photos or voices of employees), we process it only for your film and on your instructions, we use it in a creative tool only with the written consent of the people concerned, and we delete it at the end of the project.

12. LIABILITY

We do everything to deliver quality work on time. Our liability is limited to the amount paid for the order concerned, except in case of intent or gross negligence (art. 100 of the Swiss Code of Obligations).

We are not liable for indirect damage (such as loss of profit), nor for the commercial results of a film (views, sales, ad performance), which depend on factors beyond our control.

An outage or limitation of an external tool or supplier, or force majeure, may extend timelines; we will tell you without delay.

13. PERSONAL DATA AND CALLS

Your data is processed in line with our privacy policy (unseenary.com/en/privacy.html) and the Swiss Federal Act on Data Protection.

We only record a call with the express consent of every person present, given at the start of the call. The recording is used only to prepare the script and is deleted 3 months after delivery.

14. GOVERNING LAW AND JURISDICTION

These terms and all our contracts are governed by Swiss law.

In case of disagreement, we first seek an amicable solution. Failing that, the courts of Geneva have exclusive jurisdiction, subject to mandatory places of jurisdiction provided by law, in particular for consumers (art. 32 of the Swiss Civil Procedure Code).

Version of 17 October 2026. We may update these terms; the version that applies is the one in force when you place your order. In case of doubt, the French version prevails.