

# TERMS OF SERVICE

## Article 1. Definitions

In these general terms and conditions the following terms have the following meanings:

1. JDZ Media: is a sole proprietorship called JDZ Media, registered in the trade register under number [74039741], also user of these general terms and conditions and contractor;
2. Quotation: all offers and / or price agreements from JDZ Media to (legal) persons with which it is intended to enter into an agreement;
3. Agreement: the assignment agreement between JDZ Media and the Client;
4. Assignment: the service or product that will be delivered by JDZ Media;
5. Client: the (legal) person or persons with whom JDZ Media has concluded the agreement, also the acceptor of these general terms and conditions;
6. Cancellation: termination or dissolution of the Agreement;
7. Written: electronic communication such as e-mail, provided that the identity of the sender and the authenticity of the communication are sufficiently established. The burden of proof regarding receipt of electronic communication lies at all times with the Client;
8. Use: duplication and / or publication within the meaning of the Copyright Act 1912;
9. Aw .: Copyright Act 1912; and
10. Work (s): a photo or video production, as well as other recordings of sound, image and information carriers, made by JDZ Media.

## Article 2. Applicability

1. These general terms and conditions apply to all legal relationships between JDZ Media and the Client, as well as to all Quotations, offers, activities, Assignments and Agreements.
2. Provisions or conditions set by the Client that deviate from or do not appear in these general terms and conditions are only binding for JDZ Media if and insofar as they have been explicitly accepted by it in writing.

## Article 3. Offer / Quotation

1. JDZ Media makes an offer in the form of a Quotation.
2. An Offer is without obligation and the amounts stated therein are valid until the deadline specified in the Offer.
3. Quotations in Quotations may undergo changes due to (unforeseen) changes in the activities or price increases of the raw materials. JDZ Media will inform the Client of this as soon as possible.
4. There are no costs associated with a Quotation or introductory meeting itself.

5. In the Quotation, the Assignment is briefly described: details of company / Client authorized to sign, purpose of the Assignment, form of use, possible cooperation or contribution of Client, possible final delivery date.
6. An Offer may contain concrete concept or creative proposals, these remain the property of JDZ Media and are protected against unlawful use on the basis of art. 6: 162 Civil Code.
7. In the event of radical changes to an initial Quotation that therefore lead to a new Quotation, additional costs will be charged (see art. 6).
8. The prices in the Offers include VAT.

#### **Article 4. Acceptance of the offer**

1. The client must accept the offer explicitly and in writing. If the Client fails to do so, but nevertheless agrees, or at least gives the impression that JDZ Media performs work within the framework of the Agreement, or in advance for production orders if stated in the Quotation, the offer will be considered accepted.
2. JDZ Media reserves the right to refuse an Assignment if new information becomes available after acceptance that makes the execution unacceptable to it.
3. After acceptance, the Agreement can only be amended by mutual consent. In that case, JDZ Media is entitled to adjust the price payable for the Agreement.

#### **Article 5. Execution of the Assignment**

1. JDZ Media will perform the Assignment to the best of its knowledge and ability and in accordance with the requirements of good workmanship, in the style in which it usually works.
2. JDZ Media makes every effort and will act to the best of their ability in the given and existing circumstances during the work. The Client undertakes to make the circumstances as favourable as possible for JDZ Media and to take measures where necessary, including, but not limited to, instructing other attendees.
3. The Client will always fully cooperate with JDZ Media, provide all useful and necessary information or access to it in a timely manner and provide the facilities that are reasonably required. If the information required for the execution of the Assignment is not provided to JDZ Media on time and / or the facilities reasonably required have not been provided, it has the right to suspend the execution of the Agreement and / or the additional costs arising from the delay. charge costs to the Client.
4. Photography and film are a matter of creativity and personal taste. Acceptance of the Assignment means that the Client agrees with the style used by JDZ Media. JDZ Media can apply a global image optimization to, among other things, light, color, contrast and crop, but is not obliged to do so. Extensive post-processing only takes place after consultation with JDZ Media and may entail additional costs.
5. The Client is obliged to do everything that is reasonably necessary and desirable to enable a timely and correct execution of the Assignment.

## **Article 6. Interim changes to the Assignment**

There is an additional Assignment when an Assignment is changed after the Assignment has been accepted and this entails additional work for JDZ Media. A separate Offer will be made for this additional Assignment. Changes that are made to an Assignment that has already been issued may result in JDZ Media exceeding the originally agreed delivery time. JDZ Media is entitled to charge the additional costs for changes to the Assignment to the Client.

## **Article 7. Delivery**

Unless explicitly agreed otherwise in writing, the delivery time stated by JDZ Media won't have a date. If this delivery time is exceeded, JDZ Media will only be in default after written notice of default with a reasonable term.

## **Article 8. Fee and payment conditions**

1. If it is plausible that JDZ Media has incurred higher costs and / or performed additional work, which was reasonably necessary, JDZ Media will pass this on to the Client.
2. The final payment is based on the work performed and costs incurred on the basis of subsequent calculation, with due observance of the agreed hourly rate and other customary prices.
3. In principle, an invoice will be sent to the Client at the end of the Assignment for the execution of the Assignment. Invoices are also invoiced if the Client does not use the delivered goods. In the case of extensive assignments, invoicing takes place in full or in parts in advance.
4. Invoices must be paid within fourteen days of the invoice date, failing which the Client will be in default without further notice of default and the Client will then owe an interest payment of 1 percent per month from the due date. If, after a summons, as referred to in Article 6:96 paragraph 6 of the Dutch Civil Code, the Client continues to fail to pay the invoice sent, the Client will forfeit a fine in accordance with the rate stated in Article 2 of the Decree on compensation for extrajudicial collection costs, with a minimum of € 40.00, without prejudice to the interest due.
5. Payment by the Client implies acknowledgment of the indebtedness of the invoice.

## **Article 9. Suspension and cancellation**

1. If an invoice is not paid within the payment term, JDZ Media may, after the Client has been informed of this, suspend all its activities for the Client until the amount of the invoice has been paid. JDZ Media accepts no liability for any damage suffered by the Client, which arises as a result of a suspension of the activities as referred to here.

2. If the Client does not provide the necessary information for the execution of the Assignment in a timely manner or fails to be present (on time), while this is necessary for the execution of the Assignment, JDZ Media is entitled to suspend or dissolve the Agreement.
3. In case of cancellations of Assignments that take place at a time that is six weeks before the planned first job

## **Article 10. Force majeure**

Sometimes there is force majeure, for example due to illness. This releases JDZ Media from the obligation to comply with the agreed delivery period or from its delivery obligation, without the Client being able to assert any right to compensation for costs or damage. JDZ Media will of course inform the Client immediately and make every reasonable effort to arrange a replacement of comparable professionalism in that case. If part of the Assignment has already been carried out, the Client is obliged to purchase and pay from JDZ Media the performed part of the Assignment, unless the performed part has no independent value.

## **Article 11. Liability and indemnity**

1. JDZ Media does not accept any liability for any damage, unless the damage is the result of intent or serious negligence on its part.
2. JDZ Media is not liable for color deviations on non-calibrated screens or prints that are not supplied by it.
3. If JDZ Media cannot rely on the foregoing, it applies that it is only liable towards the Client for compensation of the damage up to a maximum of the invoice amount.
4. For every Assignment accepted by JDZ Media, there is a best efforts obligation. JDZ Media can never be held liable for results not achieved.
5. The Client must notify JDZ Media in writing of any shortcoming in the performance of the Assignment within three months after completion of the Assignment.
6. The Client has the duty to check the services provided for inaccuracies and inaccruracies and accepts the liability arising therefrom. He indemnifies JDZ Media against any liability under current or future legislation, unless there is intent or serious negligence on the part of JDZ Media.
7. The Client indemnifies JDZ Media against claims from third parties with regard to intellectual property rights on materials or data provided by the Client, which are used in the execution of the Assignment.

## **Article 12. Copyright**

1. The copyright as well as other intellectual property rights on all Works developed within the framework of the Assignment rests with JDZ Media.

2. Each Agreement also includes the license described in this article with regard to the Work of JDZ Media, unless otherwise agreed. Nevertheless, as long as a Work has not yet been delivered or has not yet been paid in full, all rights remain exclusively with JDZ Media.
3. JDZ Media gives permission for the use agreed in the Offer upon delivery of Works within the meaning of the Copyright Act. An additional Agreement must be concluded for any other application or use of the goods supplied. This also applies to publication in any medium other than that for which it was made according to the Assignment.
4. JDZ Media reserves the right to use the Works for its own promotional purposes and publications, including, but not limited to, website and weblog, portfolio, advertisements, social media, magazine articles, in printed matter, exhibition material and demonstration material, insofar as such the Client is not subject to direct competition or it can be reasonably assumed that the Client will not suffer any damage as a result (for example in Event Registrations, internal confidential images, etc.).
5. The Client is not entitled to reproduce or publish the Work outside the domestic circle, unless otherwise agreed or if this ensues from the Agreement.
6. The Client is expressly not entitled to use or trade the Works for business or commercial purposes, or at least for other purposes outside the domestic circle, without the prior consent of JDZ Media.
7. Unless otherwise agreed, the client is not authorized to grant sub-licenses to third parties, nor to transfer its own license.
8. The Client must request written permission for the submission of Works for competitions and publications by third parties.
9. The Client serves the personality rights of JDZ Media, including the obligation to mention name, as stated in Article 25 Aw. to observe.
10. Digital or analogue editing or changing of the delivered Works is not permitted without the prior written permission of JDZ Media.
11. Any use of a JDZ Media work that has not been agreed will be considered an infringement of JDZ Media copyright.
12. "Use that has not been agreed" does not only mean reuse without permission, but also mutilation and / or damage to the contribution, and publication without attribution.
13. In case of infringement of the copyrights and / or personality rights of JDZ Media, it will charge three times the usual license fee for such a case, as compensation for the damage suffered.
14. Compensation does not give any right to further use of the work of JDZ Media.
15. In the event of a radical change to the Work delivered that does not receive the approval of JDZ Media, it may prohibit the use of its Work under the Copyright Act.
16. The Client guarantees JDZ Media that no intellectual property rights of third parties oppose the implementation of the Agreement by JDZ Media and that the Client has full and unrestricted permission from all rightsholders to include parts to which intellectual property rights rest in the program material and by Have JDZ Media recorded on sound, images or other information carriers. The Client will fully indemnify JDZ Media and all its affiliated parties and hold them harmless against any claim due to an infringement of JDZ Media' intellectual property rights.

### **Article 13. Portrait right**

1. By accepting these general terms and conditions, the Client / person portrayed gives JDZ Media permission to use his / her photos for its own promotional purposes and publications, including, but not limited to, website and weblog, portfolio, advertisements, social media, magazine articles, in printed matter, exhibition material, unless otherwise agreed.
2. Any objection to the publication of portraits must be made known to JDZ Media in writing prior to the Agreement.
3. Deviating agreements are recorded in writing.

### **Article 14. Confidentiality**

JDZ Media undertakes to maintain the confidentiality of all data from the Client that it has received in the context of the Assignment, of which it knows or reasonably suspects that these are confidential. This confidentiality also applies after the termination of the Assignment. Photos and / or video images themselves or parts thereof can be used by JDZ Media for their own promotion, unless the photos and / or videos have an exclusive character for the Client, such as for the Client's own online (video) programs or purely internal use. .

### **Article 15. Amendments to these general terms and conditions**

1. JDZ Media reserves the right to amend or supplement these general terms and conditions.
2. Changes will be communicated to the Client by JDZ Media in a timely manner and in writing.
3. If the Client does not want to accept a proposed change, he can terminate the agreement until the date on which the new general terms and conditions take effect.

### **Article 16. Other provisions**

1. If a provision from the agreement and / or the general terms and conditions proves to be invalid or voidable, the other provisions and the agreement will remain in force.
2. The legal relationships between JDZ Media and the Client are governed by Dutch law.
3. The court in the Amsterdam district has exclusive jurisdiction to hear any dispute between JDZ Media and the Client.

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