

General Terms and Conditions

DiscussTomorrow Studio

1. Definitions

In these General Terms and Conditions, the following definitions apply, unless indicated otherwise:

Aw: Copyright Act 1912

- 1.1 General terms and conditions: the General Terms and Conditions apply to all legal relationships between the photographer and a client, including quotations, order confirmations and oral or written agreements, also after the termination of an agreement, unless the parties have expressly deviated from these terms and conditions in writing.
- 1.2 Photographer and videographer: Thi Dieu Quynh Dang, founder of DiscussTomorrow Studio (registered at Chamber of Commerce under number 84068329) as the user within the meaning of art. 6:231 CC. Hereafter referred to as: photographer.
- 1.3 Client: The (legal) person who personally, acting in a profession or company provides the photographer the assignment. This is the counterparty of the meaning of art. 6:231 CC.
- 1.4 Photographic work: photographic works as referred to in Article 10 paragraph 1 sub 9 Aw, or other works within the meaning of the Aw, which can be equated with the photographic works.
- 1.5 Image carrier: the carrier on which a photographic work (whether or not recognizable to the eye) is recorded, such as a slide, negative, print, Polaroid, CD-ROM, DVD or USB stick.
- 1.6 Services: all services, in any form, relating to photography and/or videography and all related services, both online and offline, as well as the extra service in the broad sense of the word, both business to business and business to consumer. The services include weddings, events and corporate photography.
- 1.7 Use: reproduction and/or publication within the meaning of Article 1 in conjunction with 12 and 13 Aw.

2. Quotations and offers

- 2.1 The quotation is provided in writing or by e-mail at the request of the client. All services offered are tailor-made.
- 2.2 The offer in the quotation is valid for 1 month unless stated otherwise.
- 2.3 A composite quotation does not oblige the photographer to perform part of the assignments for a corresponding part of the quoted price, unless explicitly agreed in writing prior to the conclusion of the agreement. The offer does not automatically apply to future assignments.
- 2.4 Offers and promotions other than quotations are only valid for the indicated time period and under the conditions indicated in the offer and/or promotion.
- 2.5 Upon acceptance of the quotation, offer or promotion, an agreement for commission is concluded between the photographer and the client.
- 2.6 The photographer uses a return period for the agreement. The client must agree to the agreement in writing (by e-mail) within two weeks of receipt of the agreement. If this is not returned within this period and without notification from the client, the photographer reserves the right to accept new assignments without further notification before the date on which the client wanted the assignment to be carried out.

3. Use of Images by Photographer

Images created from the assignment can be used by the photographer for promotional purposes, online and offline, for example by placing them on their own website, portfolio, social media platforms, printed materials or as an entry for professional photo awards. The photographer will choose the photos carefully at all times. If the client objects to this, the client must notify the photographer in writing before the commission is concluded.

4. Copyright and License

All photos and videos created in the assignment are intellectual properties of the photographer.

- 4.1 The photographer reserves the copyright to the images supplied. The images may therefore not be used for commercial purposes without the explicit written permission of the photographer.

4.2 Any use of a photo that has not been agreed is considered an infringement of copyright. In the event of infringement, the photographer will be entitled to a compensation of least three times the amount of the total commission, without losing any right, including the right to be compensated for all direct and indirect damages and all actual judicial and extrajudicial costs.

4.3 The portrait of the person portrayed is an interpretation of the photographer and therefore is based on the artistic autonomy of the photographer. Complaints about how the character comes across in the portrait will not be honored.

4.4 The license for the images and/or materials remains with the photographer. The photographer only provides a right to use the images and materials taken. When used in violation of the photographer's rights and/or the law and morality, the photographer is at all times entitled to revoke the right to use and the images and/or materials.

5. Use photos, images and materials

5.1 Forwarding photos, images and materials to commercial parties, for example suppliers, is not permitted without the explicit written permission of the photographer.

5.2 Publishing/Making the images public on personal channels, for example, personal websites as well as personal account on social media platforms (such as Facebook, Instagram, Twitter, blog, etc.) is allowed. When publishing/making public, the client must give a clear credit to the photographer by mentioning the name and website of the photographer.

5.3 Adjusting photos, images and/or materials is not allowed due to copyright. Other crops, collages and/or other edits are therefore not allowed. The photographer can invoke their copyright in this regard.

6. Invoice and payment

6.1 Payment must be made on the basis of the information stated on the separately supplied invoice. Payment will be calculated per hour or per agreed package, including travel costs, audio rights and additional costs. The invoice will be sent two weeks before the start of the execution of the assignment and before the delivery of the photos, images and/or materials. The payment term of the invoice is 14 days.

6.2 The client will check the photographer's invoice for inaccuracies. If the client has not rejected the invoice in writing within seven working days of the invoice date, stating reasons relevant to the law, and has returned it to the photographer, the invoice will be deemed binding between the parties and any right of the client to complain will lapse.

6.3 If the photographer agrees a fixed fee or hourly rate with the client, the photographer is nevertheless entitled to increase this fee or rate. The photographer is entitled to pass on the reasonable price increases if the rates have increased by more than 5% between the time of offer and delivery. In addition, the photographer may increase the fee if, during the performance of the work, the costs increase to such an extent that the originally agreed price cannot be reasonably expected for the photographer to fulfill the assignment. In circumstances in which due to the strictly limited time for the execution of the assignment, the photographer has no reasonable opportunity to have lunch and/or dinner outside of the working hours, the photographer will charge this time reasonably.

6.4 No additional costs will be charged for the first meeting. In case the client requires additional work from the photographer, it is to be discussed between the parties prior to the work and the cost is calculated based on subsequent calculation.

6.5 In the event of non-compliance with the payment obligation, the photographer will notify this by sending a written letter (by post and/or by e-mail) that payment has not been made. This message serves as notice of default. If payment is not made, all collection costs, administration costs and costs arising therefrom will be charged.

7. Cancellation

7.1 The deposit of 35% of the total price is a non-returnable deposit. In the event of cancellation and dissolution of this agreement, the deposit will not be refunded unless the photographer, out of leniency, decides otherwise.

7.2 If there is a refund, it will be made within 14 working days after the dissolution of the agreement.

8. Liability

8.1 The photographer is not liable for any damage that has arisen for the client, unless there is gross negligence or intent of the photographer or the team of the

photographer. The liability is in any case limited to the amount of the invoice or, if and insofar as there is an insured damage, to the amount actually paid out under the insurance. Photographer is not liable for indirect damage, including consequential damage and damage due to business interruption.

8.2 The photographer is not liable for any damage caused by third parties. The client indemnifies the photographer against all claims from third parties as a result of carrying out the assignment.

8.3 The client will take all the possible measures to prevent and limit damage. The client will take all necessary measures and precautions, so that the photographer, the team of the photographer and their equipment do not suffer injury and/or damage when carrying out the assignment.

9. Force Majeure and Refund

9.1 The client is at all times responsible for their own well-being for the benefit of the assignment.

9.2 In all cases of damage caused by the absence of the photographer due to unforeseen circumstances (eg. illness), the photographer's liability is limited to repayment of amounts already paid to the photographer by the customer. This refund will be made within 14 days after the incident. If, due to unforeseen circumstances and/or force majeure, the photographer is unable to carry out the assignment, the photographer can make a proposal to arrange replacement by having another photographer carry out the assignment in good consultation and with the prior consent of the client. If the client agrees to the replacement proposal for the execution of the assignment, the assignment can be carried out. The photographer has to try their best to arrange a replacement photographer for the client, however, no rights and/or guarantees can be derived from this.

9.3 In the event of unforeseen circumstances and/or force majeure, the date of execution can be rescheduled in consultation with the client, provided the photographer is available on the new date. If the photographer is not available, the photographer can propose a new date to the client. As a result, the order and associated payment will not be canceled as the order will be executed at a later, to be determined date.

10. Delivery

10.1 The photographer makes a selection of the shot material. As a result, certain captured photos may not appear in the final selection. The photographer wants to

keep the quality of the selection high and only the high quality images are provided. The client always receives at least the number of photos, images and/or materials agreed upon by the photographer and the client.

10.2 The client receives the fully edited photo selection, in the style of the photographer, digitally in high resolution in JPG format. For video, the format is in accordance with the prior agreement made between the photographer and the client which is written in the quotation.

10.3 The photographer delivers the images in his usual style and quality, with professional post-processing taking place on, among other things, colour, contrast, brightness and cropping. The photographer will emphatically not apply extreme post-processing, which includes changing body proportions, to existing elements.

10.4 Unedited photos, videoclips, and/or original files are under no circumstances delivered to the client.

10.5 Delivery of the photos, video and/or materials takes place on the date agreed in advance. Delivery is made via Wetransfer, unless otherwise agreed. Photographer will, in reasonableness and fairness, adjust the photos, videos, and/or materials where necessary and possible to the wishes of the client. If the photographer has reasonably done their best to make the corrections or if the client does not wish to make use of a correction round, inaccuracies and irregularities cannot be attributed to the photographer.

10.6 When the client wishes to purchase prints via the photographer, by digitally supplying the photos and video, the photographer outsources the printing. The photographer works with a professionally calibrated screen for optimal color processing. This means that the photographer's screen is adjusted to the printers of the print supplier. In this way, hardly any color/contrast difference can occur on the prints and other photo products. If this is the case, a new product will be delivered in discussion with the photographer. However, this only applies if the product deviates too much from the photographer's screen and not the client's screen. The suppliers of the photo products have been selected with great care. There will therefore be no or only very minimal color differences when the customer orders the photo products via the photographer. The customer is not entitled to a new product if it differs from the customer's screen. If the customer does not have a calibrated screen, the photos may look different than on the photographer's screen. There will also be no refund of the payment, a new product will be delivered, nor any other form of compensation. For this reason, the

photographer offers digital photos as well as photo prints/canvases, etc. in order to be able to offer the best possible quality.

10.7 Delivered photos, videos, and/or materials are kept for at least 1 year.

10.8 Undelivered photos, videoclips and/or materials (the raw materials) will be removed 3 months after the day of execution of the assignment and/or the event.

10.9 The client must at all times take responsibility for making a back-up of the photos, videos and/or materials. The photographer is not responsible for lost files.

11. End of agreement

11.1 The agreement is terminated by the delivery of the images, videos and/or materials. The license and (legal) rights remain in full force with due observance of the conditions described in these General Terms and Conditions, the laws and regulations and good morals.

11.2 If one of the parties to this agreement wishes to terminate the agreement due to a complaint or dispute, article 13 of these General Terms and Conditions applies.

11.3 In the event of suspension of payment or bankruptcy of DiscussTomorrow Studio or the photographer within the meaning of these General Terms and Conditions, the agreement and all the outstanding payments will end.

12. Operation, Privacy and Confidentiality

12.1 The General Terms and Conditions apply to all legal relationships between the photographer and a client, including quotations, order confirmations and oral or written agreements, also after the termination of an agreement, unless the parties have explicitly deviated from these conditions in writing.

12.2 The General Terms and Conditions apply to all under development and future products and services.

12.3 By using the photographer's services, you automatically agree to these terms and conditions.

12.4 The photographer is not responsible if the other party for whatever reason has not read the general terms and conditions or has not read them

sufficiently. The photographer can at all times invoke the General Terms and Conditions.

12.5 The General Terms and Conditions are published by the photographer on the website and are sent with the quotation and/or the invoice to the client. In the event of an amendment to the General Terms and Conditions, the terms and conditions that were in force at the time of agreeing to the contract for services apply.

12.6 All parties treat confidential information confidentially, which also applies to third parties involved in the assignment. The client cannot transfer rights from the agreement concluded with the photographer to third parties, only to the proxy or attorney designated by the client. Photographer adheres to the best of their ability to the Personal Data Protection Act as well as the applicable privacy laws and regulations when handling confidential information and personal data.

13. Governing Law and Disputes

13.1 Complaints regarding the delivered work or products must be communicated in writing by email as soon as possible, but in any case within five working days after the delivery of the photos, videos or products. This complaint will be assessed in all reasonableness and a well-founded complaint will be resolved within a reasonable period of time.

13.2 The photographer and the client will strive to reach a joint solution for a complaint and/or dispute in good consultation. Legal action can only be taken if the photographer and the client do not succeed after making an effort to reach a joint reasonable solution.

13.3 If one of the provisions of the general terms and conditions is declared inoperative by the court, the other provisions will continue to apply. The provision declared inoperative will be filled in as much as possible in the light and wording of these General Terms and Conditions.

13.3 Dutch law applies. The Dutch court has jurisdiction to hear the dispute.

Contact info

DiscussTomorrow Studio (KvK 84068329)

<https://www.discusstomorrow.nl>

discusstomorrowfilm@gmail.com