

General Terms and Conditions

Article 1. Definitions

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

Jimmy Shy Media: Sole proprietorship Jimmy Shy Media, registered with the trade register under number 90679938, also the user of these general terms and conditions and the contractor;

Quotation: all offers and/or price lists from Jimmy Shy Media to (legal) persons with the aim of entering into an agreement;

Agreement: the agreement for the assignment between Jimmy Shy Media and the Client;
Assignment: the service or product to be provided by Jimmy Shy Media; **Client:** the (legal) person(s) with whom Jimmy Shy Media has entered into the agreement, also the acceptor of these general terms and conditions;

Cancellation: termination or dissolution of the Agreement;

In Writing: 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 the receipt of electronic communication lies with the Client at all times;

Use: reproduction and/or public disclosure within the meaning of the Copyright Act 1912;

Copyright Act: Copyright Act 1912; and

Works: a photo or a video production, as well as other recordings of sound, image, and information carriers, made by Jimmy Shy Media.

Article 2. Applicability

These general terms and conditions apply to all legal relationships between Jimmy Shy Media and the Client, as well as to all Quotations, offers, work, Assignments, and Agreements. Provisions or conditions set by the Client that deviate from or do not appear in these general terms and conditions

are only binding on Jimmy Shy Media if and insofar as they have been expressly and in Writing accepted by her.

Article 3. Offer/Quotation

Quotation

Jimmy Shy Media makes an offer in the form of a Quotation. A Quotation is non-binding, and the amounts mentioned therein apply until the deadline stated in the Quotation, and in the absence thereof, until 30 days after the date of dispatch of the Quotation by Jimmy Shy Media. Price quotations in Quotations may be subject to change due to (unforeseen) changes in the work or price increase of the raw materials. Jimmy Shy Media will inform the Client about this as soon as possible.

Contents of Quotation

No costs are associated with a Quotation or introductory meeting itself. The Quotation briefly describes the Assignment: data of the authorized company/Client, purpose of the Assignment, usage form, any cooperation or input from the Client, and any final delivery date. A Quotation may contain concrete concept or creative proposals, which remain the property of Jimmy Shy Media and are protected against unlawful use under Article 6:162 of the Civil Code.

Changes

In the case of significant changes to an initial Quotation that therefore lead to a new Quotation, additional costs will be charged (see Article 6). The prices in the Quotations are exclusive of VAT.

Article 4. Acceptance of the offer

Acceptance

The Client must explicitly and in Writing accept the offer. If the Client fails to do so but nevertheless agrees or gives the impression that Jimmy Shy Media is performing work in the context of the Agreement, or in the case of advance payment for production assignments if mentioned in the Quotation, the offer is considered accepted.

Refusal due to new insight

Jimmy Shy Media reserves the right to refuse an Assignment if new information becomes available after acceptance that makes it unacceptable for her to perform the Assignment. After acceptance, the Agreement can only be amended with mutual consent. In that case, Jimmy Shy Media is entitled to adjust the price due for the Agreement.

Article 5. Execution of the Assignment

Jimmy Shy Media will carry out the Assignment to the best of her knowledge and ability and in accordance with the requirements of good craftsmanship, in the style in which she usually works. Jimmy Shy Media will make every effort and act to the best of her ability in the given and existing circumstances during the work. The Client undertakes to make the circumstances as favorable as possible for Jimmy Shy Media and, where necessary, to take measures, including, but not limited to, instructing other present parties.

The Client shall always provide Jimmy Shy Media with full cooperation, provide all useful and necessary information in a timely manner, or grant access to it, and ensure the facilities reasonably required. If the information required for the execution of the Assignment has not been provided to Jimmy Shy Media in a timely manner and/or the facilities reasonably required have not been provided, she has the right to suspend the execution of the Agreement and/or charge the Client for the additional costs resulting from the delay.

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 Jimmy Shy Media. Jimmy Shy Media may apply a general image optimization for, among other things, light, color, contrast, and cropping but is not obliged to do so. Extensive post-processing will only take place after consultation with Jimmy Shy Media and may incur additional costs. The Client is required to do and refrain from doing everything that is reasonably necessary and desirable to enable a timely and proper execution of the Assignment.

Article 6. Interim change of the Assignment

An additional Assignment is created when an Assignment is changed after accepting the Assignment, and this involves additional work for Jimmy Shy Media. For this additional Assignment, a separate Quotation will be made. Changes made to an already issued Assignment may result in the originally agreed delivery time being exceeded by Jimmy Shy Media. Jimmy Shy Media is entitled to charge the Client for the additional costs incurred due to the change of the Assignment.

Article 7. Delivery

Unless explicitly agreed otherwise in Writing, the delivery time given by Jimmy Shy Media is not a firm deadline. In case of exceeding this delivery time, Jimmy Shy Media will only be in default after written notice with a reasonable period.

Article 8. Remuneration and payment conditions

Additional work

If it is reasonable to assume that Jimmy Shy Media has incurred higher costs and/or performed additional work that was reasonably necessary, Jimmy Shy Media will pass these on to the Client.

The final remuneration is based on the basis of the work performed and costs incurred based on a post-calculation, taking into account the agreed hourly rate and other usual prices.

Non-payment

In principle, a final invoice will be sent to the Client at the end of the Assignment for the execution of the Assignment. Invoicing also takes place if the Client does not use the delivered. For extensive assignments, invoicing takes place in whole or in parts in advance. Invoices must be paid within thirty days of the invoice date, failing which the Client is in default without further notice of default, and the Client will owe a compensation of 1 percent per month from the due date. If the Client remains negligent in paying the sent invoice after summons, as referred to in Article 6:96 paragraph 6 of the Dutch Civil Code, the Client shall forfeit a penalty 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. Payment by the Client constitutes acknowledgment of the invoiced amount.

Article 9. Suspension and cancellation

Suspension

If an invoice is not paid within the payment term, Jimmy Shy Media after notifying the Client thereof, may suspend all her work for the benefit of the Client until the amount of the invoice has been paid. Jimmy Shy Media accepts no liability for any damages that the Client may suffer as a result of a suspension of work as referred to herein. If the Client does not timely provide the necessary information for the execution of the Assignment or fails to be (timely) present, while this is necessary for the execution of the Assignment, Jimmy Shy Media is entitled to suspend or terminate the Agreement.

Cancellation

In case of cancellations of Assignments that occur before six weeks prior to the planned first activities by Jimmy Shy Media, no compensation will be charged. In case of cancellations less than six weeks before the planned first activities by Jimmy Shy Media, she is entitled to a compensation of at least 20% of the offered amount for the unexecuted part of the Assignment. If for a certain day, planned activities are rescheduled within 48 hours before the start of those activities by or on behalf of the Client, Jimmy Shy Media is entitled to a compensation of at least 20% of the offered amount. If work has already been carried out (such as preparations, execution, or possible reservations regarding the Assignment), Jimmy Shy Media will charge compensation based on the already incurred costs and/or hours in relation to the total number of projected hours.

Article 10. Force Majeure

Sometimes there is force majeure, due to, for example, illness. This releases Jimmy Shy Media from the obligation to comply with the agreed delivery time or her obligation to deliver, without the Client being entitled to any compensation for costs or damages. Of course, Jimmy Shy Media will immediately inform the Client and will make every reasonable effort to arrange a replacement of comparable professionalism in that case. The Client has the obligation to accept and pay for the part of the Assignment that has already been executed by Jimmy Shy Media if any part of the Assignment has already been executed, unless the executed part has no independent value.

Article 11. Liability and Indemnification

Jimmy Shy Media accepts no liability for any damages unless the damage is the result of intent or gross negligence on her part. Jimmy Shy Media is not liable for color deviations on non-calibrated screens or prints that have not been supplied by her. If Siemworks cannot rely on the foregoing, she is only liable to the Client for compensation of damages up to a maximum of the invoice amount.

For every Assignment accepted by Jimmy Shy Media, an obligation of effort applies. Jimmy Shy Media can never be held liable for unachieved results. The Client must report any deficiencies in the execution of the Assignment to Jimmy Shy Media in Writing within three months after completion of the Assignment. The Client is obliged to check the services provided for inaccuracies and deficiencies and accepts the liability arising therefrom. The Client indemnifies Jimmy Shy Media against any liability based on current or future legislation unless it involves intent or gross negligence on Jimmy Shy Media part. The Client shall fully indemnify and hold Jimmy Shy Media and all affiliated parties harmless for any claim relating to intellectual property rights in materials or data provided by the Client that are used in the execution of the Assignment.

Article 12. Copyright

The copyright, as well as other intellectual property rights to all Works developed in the context of the Assignment, belong to Jimmy Shy Media. Each Agreement also includes the license described in this Article with regard to Jimmy Shy Media ' Work, unless otherwise agreed. Nevertheless, as long as a Work has not been delivered or has not been fully paid, all rights remain exclusively with Jimmy Shy Media. Jimmy Shy Media grants permission for the use agreed upon in the Quotation when delivering Works within the meaning of the Copyright Act. Any other application or use of the delivered material requires an additional Agreement. This also applies to publication in any other medium than for which it was made according to the Assignment.

Jimmy Shy Media reserves the right to use the Works for her 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, provided that the Client is not directly affected by this or it can reasonably be assumed that the Client will not suffer any damage from it (for example, in the case of Event registrations, internal confidential images, etc.).

The Client is not entitled to duplicate or disclose the Work outside the domestic circle, unless otherwise agreed, or this results from the Agreement. The Client is explicitly not authorized to use or trade the Works for business or commercial purposes, at least for other purposes outside the domestic circle, without prior permission from Jimmy Shy Media. Unless otherwise agreed, the Client is not authorized to grant sublicenses to third parties, nor to transfer her own license. The Client must request written permission for the submission of Works for competitions and publications by third parties. The Client must comply with Jimmy Shy Media ' moral rights, including the obligation to mention the name, as mentioned in Article 25 of the Copyright Act. Digital or analog editing or modification of the delivered Works is not allowed without the prior written permission of Jimmy Shy Media. Any use of a Work by Jimmy Shy Media that has not been agreed upon shall be considered an infringement of Jimmy Shy Media ' copyright. Under "use that has not been agreed upon," not only reuse without permission is understood, but also mutilation and/or impairment of the contribution and publication without attribution. In the event of an infringement of Jimmy Shy Media ' copyright and/or moral rights, she will charge three times the usual license fee for such a case, as compensation for the damage suffered. Compensation does not entitle the Client to further use of Jimmy Shy Media ' work. In case of significant changes to the delivered Work that do not receive Jimmy Shy Media ' approval, she can, based on the Copyright Act, prohibit the use of her Work. The Client guarantees Siemworks that no intellectual property rights of third parties oppose the execution of the Agreement by Siemworks and that the Client has full and unrestricted permission from all right holders to include components subject to intellectual property rights in the program material and to have them recorded by Jimmy Shy Media on sound, image, or other carriers. The Client shall fully indemnify and hold Siemworks and all affiliated parties harmless for any claim relating to an infringement of Jimmy Shy Media ' intellectual property rights.

Article 13. Portrait Right

By accepting these general terms and conditions, the Client/photographed person gives permission to Jimmy Shy Media to use his/her photos for her own promotional purposes and publications, including, but not limited to, website and weblog, portfolio, advertisements, social media, magazine articles, printed materials, and exhibition materials, unless otherwise agreed upon. Objections to the publication of portraits must be communicated to Siemworks in writing prior to the Agreement. Deviating agreements shall be documented in writing.

Article 14. Confidentiality

Jimmy Shy Media undertakes to keep all data received from the Client within the framework of the Assignment confidential, knowing or reasonably suspecting that they are confidential. This confidentiality also applies after the termination of the Assignment. Photos and/or video footage, in whole or in part, can be used by Jimmy Shy Media for her own promotion, unless the photos and/or videos have an exclusive character for the Client, such as for example in the case of the Client's own online (video) programs or purely internal use.

Article 15. Changes to these General Terms and Conditions

Jimmy Shy Media reserves the right to change or supplement these general terms and conditions. Changes will be communicated in writing by Jimmy Shy Media to the Client in a timely manner. If the Client does not wish to accept a proposed change, he can terminate the agreement until the date on which the new general terms and conditions become effective.

Article 16. Miscellaneous Provisions

If a provision of the agreement and/or these general terms and conditions proves to be void or voidable, the remaining provisions and the agreement shall remain in force. Dutch law applies to all legal relationships between Jimmy Shy Media and the Client. The court in the district of Rotterdam has exclusive jurisdiction to hear any disputes between Siemworks and the Client.

These are the general terms and conditions of Jimmy Shy Media, an individual company registered under number 90679938 in the trade register. By accepting an offer or entering into an agreement with Jimmy Shy Media, the Client agrees to be bound by these terms and conditions. If any provisions of these terms and conditions are found to be invalid, the remaining provisions shall remain in full force and effect. Jimmy Shy Media reserves the right to modify or supplement these terms and conditions. Any changes will be communicated in writing to the Client in a timely manner.

If you have any questions or need further clarification regarding these terms and conditions, please do not hesitate to contact Jimmy Shy Media directly.

Thank you for your attention and cooperation.

Sincerely,

Jimmy Shy Media