

## **Article 1 - Definitions**

In these general terms and conditions, the following definitions apply:

*Amavi Media Group:* contractor and also user of these general conditions.

*Offer:* all offers, quotations and / or offers from Amavi Media Group

*Content:* all information and content, including texts, photos and videos, that is created to be placed on websites, social media channels and other (online) media.

*Assignment:* the service and / or the product that will be delivered by Amavi Media Group.

*Client:* the person or company with whom Amavi Media Group has concluded an agreement, the client and also the acceptor of these general terms and conditions.

*Agreement:* the agreement between Amavi Media Group and Client.

## **Article 2 - Application**

2a. These general conditions apply to all offers and agreements between Amavi Media Group and Client.

2b. If the Client places conditions that do not appear in, or deviate from, these general terms and conditions, then these will only be binding if explicitly accepted in writing by Amavi Media Group.

## **Article 3 - Offer**

3a. Amavi Media Group makes an offer by reporting this to the Client during a presentation, or in writing, including by e-mail.

3b. The offer is valid for 14 days, unless otherwise agreed.

3c. Price quotations can change, for example, due to (unforeseen) changes in the work, in the order and / or in the prices of materials or services to be purchased. Amavi Media Group will inform Client of this as soon as possible.

## **Article 4 - Acceptance**

4a. The Client must explicitly agree to the offer by confirming by e-mail.

4b. Amavi Media Group reserves the right to refuse an assignment if new information becomes available after acceptance, making it unacceptable for Amavi Media Group to execute the assignment.

4c. After accepting the offer, the offer and these general terms and conditions constitute the agreement between parties. The agreement can then only be changed if both parties agree in writing. In that case Amavi Media Group can adjust her reimbursement for the assignment.

## **Article 5 - Execution of the assignment**

5a. Amavi Media Group mentions these general terms and conditions in its offer, including which activities it will perform within the framework of the assignment.

5b. Amavi Media Group makes an effort to carry out its work carefully and independently. In doing so, Amavi Media Group will represent the interests of the Client to the best of its knowledge and it will act as a reasonable and professional acting party.

5c. Amavi Media Group may involve third parties for the execution of the agreement. With regard to these third parties, Amavi Media Group acts as an intermediary and contact person. Amavi Media Group is not liable for damage as a result of shortcomings of these third parties.

5d. Amavi Media Group can agree on deadlines and / or other agreements with the Client, which also depend on the level of effort of the Client. Deadlines can change due to an act or omission of the Client. Amavi Media Group reserves the right to move deadlines or appointments, in consultation.

## **Article 6 - Client's obligations**

6a. The Client commits himself to make the conditions for Amavi Media Group as favorable as possible and to take measures where necessary.

6b. The Client will do what is reasonably necessary and desirable to enable a timely and correct execution of the assignment. This also includes the timely and accurate informing of Amavi Media Group.

6c. Unless otherwise agreed, Client will provide the necessary information, permission, licenses or suitable materials to carry out the assignment. The Client will provide this to Amavi Media Group on time and sufficiently clear and complete.

6d. If the Client fails to deliver the required items on time, not clearly or insufficiently, this may delay the execution of the order. In that case, the parties jointly agree on a new delivery date.

6e. Amavi Media Group is not obliged to check the supplied instructions or information for accuracy.

6f. If the Client does not fulfill his responsibilities in this article, Amavi Media Group has the right to suspend the execution of the assignment or to dissolve the agreement.

## **Article 7 - Content strategies**

7a. Amavi Media Group sets up the content strategy in cooperation with the Client.

7b. Amavi Media Group will have an intake with Client before it starts the content strategy and the accompanying plan.

7c. Amavi Media Group will analyze the current situation of Client in the field of social media. The strategy plan and its findings will be delivered to the Client through a presentation and/or conversation.

7d. If agreed, it can use the strategy plan as the basis for further social media management by Amavi Media Group, in accordance with article 8 of these general terms and conditions.

7e. With content strategy, Amavi Media Group will not provide actual content for use by the Client, unless otherwise agreed.

7f. Strategies drawn up by Amavi Media Group do not guarantee the achievement of the results or goals that the Client has in mind. The result depends, among other things, on the execution and movements in the market. This also applies if Amavi Media Group is going to implement such strategies for the Client.

## **Article 8 - Social media management**

8a. Amavi Media Group offers several packages for social media management on a monthly basis for the social media of the Client. In all cases, Amavi Media Group clearly informs the Client in advance which activities it will perform.

8b. The content and quality of the social media management by Amavi Media Group partly depends on the degree of commitment by the Client.

8c. Social media management is entered as a subscription for unlimited time. The social media management can be canceled monthly by the Client before the 21st day of the previous calendar month.

8d. Prior to the next calendar month in which Amavi Media Group is going to carry out work, the Client must have submitted any texts, images and / or videos and other information required for the social media management.

8e. Amavi Media Group develops all agreed content for the social media management, unless this is (partly) provided by the Client.

8f. It is possible, not obligatory, to provide a content calendar and the content it creates to Client for the next calendar month.

8g. After receiving the content and the content calendar, the Client may submit feedback and make minor changes, which Amavi Media Group will process.

8h. If the Client does not deliver the input or feedback on time, this may result in Amavi Media Group not posting the content, or placing it later than agreed. In that case, the Client is not entitled to any discount or refund.

## **Article 9 - Content provided by Client**

9a. Amavi Media Group is not liable for errors in the input, content and information provided by Client. Amavi Media Group offers to check the supplied content for correctness.

9b. Client indemnifies Amavi Media Group against all damage and liability arising from the content, input and information provided by Client.

9c. Amavi Media Group has the right to refuse to place content of Client if it does not fit within the rules of the social media platform, does not fit within the legal frameworks or in any other way in the opinion of Amavi Media Group:

1. discriminatory with regard to appearance, race, religion, gender, culture, origin, or is offensive;
2. calls for violence against and / or harassment of another or others;
3. leads to or is the result of exploitation or abuse of others;
4. violates good morals or good taste, is violent or contains (a link to) pornographic material or pornographic websites;
5. promotes or commits illegal activities;
6. junk mail or spam and / or where passwords or other personally identifiable information is requested for commercial or illegal purposes;
7. or in any other way by Amavi Media Group being found indiscreet or incorrect.

## **Article 10 - Compensation**

11a. If no compensation has been agreed by the parties, the reimbursement customarily applied by Amavi Media Group will apply.

11b. In case there is no mention of a usual fee, Amavi Media Group charges a reasonable and fair compensation for the assignment.

11c. If the Client changes the assignment or requests additional work, the usual hourly rate of Amavi Media Group will be charged.

11d. If it is plausible that Amavi Media Group has incurred higher costs and / or performed additional work that was reasonably necessary, Amavi Media Group will pass this on to the Client.

11e. Conditions of social media platforms may change, so that higher costs must be incurred for the agreed work. These costs are passed on to the Client.

11f. All amounts mentioned by Amavi Media Group are exclusive of VAT, unless otherwise agreed.

## **Article 12 - Payment conditions**

12a. Amavi Media Group sends an (electronic) invoice for the amount owed by the Client.

12b. Unless otherwise agreed, the payment term is 14 days after the invoice date.

12c. In case the Client agrees with a direct debit payment, the payment term is 21 days.

12d. The payment obligation also remains valid if the Client does not wish to make use of the activities of Amavi Media Group (anymore). Client is not entitled to a discount or refund in such a case.

## **Article 13 - Dissolution and suspension**

13a. If an invoice is not paid within the term of payment, Amavi Media Group can dissolve the agreement or suspend all work for the assignment until the amount of the invoice has been paid. Amavi Media Group will inform Client first.

13b. Early termination of the agreement by Amavi Media Group is possible and will be done in writing within the notice period of one calendar month.

13c. If the Client fails to provide the required information or materials for the performance of the assignment in time or fails to be present (in time), whilst this is necessary for the execution of the assignment, Amavi Media Group is entitled to suspend or terminate the agreement.

13d. If Amavi Media Group has already incurred costs and / or performed work for the assignment and the agreement is terminated, Amavi Media Group will charge the costs and compensation for the work already done.

13e. Amavi Media Group is entitled to dissolve the agreement when conduct or statements by Client lead to violation of laws or regulations, or the rules of the social media platform on which Amavi Media Group places content on behalf of Client. If Client is removed from a social

media platform, Amavi Media Group may also dissolve the agreement. In these cases, there is no notice period and Amavi Media Group will not owe any compensation or other payment to the Client.

13f. Parties are, reciprocally, entitled to terminate the agreement if the other party has filed for bankruptcy, has applied for a moratorium or is in receivership.

13g. Suspension, or dissolution of the agreement, takes place in writing.

#### **Article 14 - Liability**

14a. Amavi Media Group can only be liable insofar it is based on a legally or contractually attributable shortcoming.

14b. The liability of Amavi Media Group never exceeds the invoice amount.

14c. If an assignment has a longer duration than 6 months, the liability of Amavi Media Group never exceeds the invoice amount of the last 6 months.

14d. Amavi Media Group does not offer any (additional) guarantees with regard to the performance, products and / or services supplied or to be delivered within the scope of the assignment.

14e. Amavi Media Group is not liable for damage of any kind caused by Amavi Media Group based on inaccurate and / or incomplete information provided by or on behalf of the Client.

14f. Amavi Media Group is not liable for shortcomings in its work caused by faulty information provision by Client.

14g. Amavi Media Group is never liable for indirect damage, including stagnation in the regular course of affairs in the companies of Client, lost profits, missed savings and consequential damage, in any way related to, or caused by the execution of the work by Amavi Media Group.

14h. Amavi Media Group always has the right, if and insofar possible, to reverse or limit the damage of the Client.

14i. The Client indemnifies Amavi Media Group against and holds Amavi Media Group harmless for all claims of third parties that are directly, indirectly or immediately related to the execution of the agreement and all related financial consequences.

14j. Client is always liable for portraits made public by or on behalf of Client. The Client indemnifies Amavi Media Group against all claims with regard to the use of portraits for the purpose of the assignment.

14k. After delivery of digital files, the Client must ensure that these files are stored correctly and that they are backed up so that they can not be lost. After delivering the digital files, Amavi Media Group is no longer responsible for these files.

14l. The limitations of liability included in these conditions do not apply if the damage is due to intent or gross negligence of Amavi Media Group.

#### **Article 15 - Intellectual property**

15a. Amavi Media Group shall retain all rights to plans, documents, illustrations, drawings, software, creations and related information made by Amavi Media Group.

15b. The Client may not copy the items mentioned in the previous paragraph (if this is not for internal use of the Client), show them to third parties or make them available for a purpose other than for which they have been provided by Amavi Media Group.

#### **Article 16 - Complaints**

16a. Complaints about activities of Amavi Media Group and / or objections against an invoice must be reported to Amavi Media Group. as soon as possible after the complaints have been made.

16b. Amavi Media Group will strive to achieve the best possible solution with Client.

16c. Submitted complaints or objections do not suspend the payment obligation of the Client.

#### **Article 17 - Other provisions**

17a. Amavi Media Group may change or supplement these general terms and conditions.

17b. Changes will be communicated to the Client in time and in writing by Amavi Media Group.

17c. Dutch law applies to all legal relationships between Amavi Media Group and Client.

17d. Disputes will be submitted to the competent court in the district of Amsterdam and/or The Hague.