



**van kollenburg Projecten - Media - Advies,
Gerard Doulaan 14
7312 RK Apeldoorn**

**KvK: 60559888
BTW: NL001375917B34
KvK: 60559888
IBAN: NL61 KNAB 0256 0867 61**

trading under the names:

vkPMA

DAMsupport

[LOUD]Services

[LOUD]Images

Flat Fee Photography

This document consists of the following parts:

A. General Terms and Conditions.....	2
B. Additional Terms and Conditions for Photography.....	10
C. Additional terms and conditions for subscriptions.....	12
D. Privacy Statement vkPMA.....	14
E. Processor Agreement.....	19

A. GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to every offer from van kollenburg PMA, hereinafter referred to as the Supplier, and to every agreement between the Supplier and a Client to which the Supplier has declared these terms and conditions applicable, unless the parties expressly deviate from these terms and conditions in writing. They apply to all work performed by the Supplier on behalf of third parties for payment.

A.1 GENERAL

- A.1.1 These terms and conditions also apply to agreements with the Provider, for the execution of which the Provider involves third parties and if work is carried out by employees of the Provider.
- A.1.2 The applicability of any purchasing or other conditions of the Client is expressly rejected.
- A.1.3 If one or more provisions of these terms and conditions are at any time declared null and void, in whole or in part, or are annulled, the remaining provisions of these terms and conditions will remain fully applicable. The Provider and Client will then, if necessary, consult with each other to agree on new provisions to replace the null and void or annulled provisions, whereby the purpose and intent of the original provisions will be observed as much as possible. The parties may, by mutual agreement, suspend a provision, in which case the same applies.
- A.1.4 If there is any ambiguity regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation should be in accordance with the spirit of these provisions.
- A.1.5 If a situation arises between the parties that is not covered by these general terms and conditions, then this situation must be assessed in accordance with the spirit of these general terms and conditions.
- A.1.6 If the Provider does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that the Provider in any way loses the right to require strict compliance with the provisions of these terms and conditions in other cases.
- A.1.7 Translations are provided solely as a service to the customer and are translated as accurately as possible.
- A.1.8 In the event of any discrepancies between the Dutch text and translations of this agreement, the Dutch version shall prevail. The Dutch text shall be the only legally binding version.

A.2 QUOTATIONS, ACCEPTANCE

- A.2.1 All quotes and offers from the Supplier are non-binding, unless a deadline for acceptance is specified in the quote. If no deadline for acceptance is specified, no rights whatsoever can be derived from the quote or offer.
- A.2.2 The Supplier cannot be held to its quotations or offers if the Client could reasonably understand that the quotations or offers, or a part thereof, contain an obvious error or typographical error.
- A.2.3 The prices stated in a quotation or offer (project plan) are exclusive of VAT and other government levies, and exclude any costs to be incurred under the agreement, including travel and accommodation expenses, shipping, and administration costs, unless otherwise stated in the quotation. The quotation may include all-inclusive prices.
- A.2.4 An agreement is concluded between the parties upon acceptance of a quotation by the Client. An order confirmation from the Supplier may also serve as proof of the conclusion of the agreement, provided it is not disputed in writing within 7 days of dispatch.
- A.2.5 If the acceptance (whether or not on minor points) deviates from the offer contained in the quotation or offer, the Supplier is not bound by it. The agreement will not be concluded in accordance with this deviating acceptance, unless the Supplier indicates otherwise.
- A.2.6 A composite quote does not obligate the Supplier to perform part of the assignment for a corresponding portion of the quoted price. Offers or quotes do not automatically apply to future orders for the same service.
- A.2.7 Quotes are issued exclusively on vkPMA, DAMsupport, or LOUDservices letterhead; this can be done on paper or digitally in PDF format. All other price communication methods are indicative and no rights can be derived from them.
- A.2.8 Purchasing terms and conditions apply only if they do not conflict with these General Terms and Conditions. By signing the quotation/agreement or agreeing to the order by placing the order, either verbally or by email, the buyer declares that they have received the Supplier's General Terms and Conditions and agree to them.

A.3 CONTRACT DURATION; TERMS, EXECUTION AND AMENDMENT OF AGREEMENT, PRICE INCREASE

- A.3.1 The agreement between the Supplier and the Client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise, or unless the parties expressly agree otherwise in writing. A project may also be offered as such. At the end of an agreed term, the client may request that the work be continued.
- A.3.2 If a deadline has been agreed upon or specified for the performance of certain work or for the provision of certain advice or proposals, this is never a strict deadline. If a deadline is exceeded, the Client must therefore notify the Supplier in writing of the default. The Supplier must be given a reasonable period to still perform the agreement.
- A.3.3 The provider will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. This will be based on the current state of science.
- A.3.4 The provider reserves the right to have certain work performed by third parties. The applicability of Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code is expressly excluded. Less qualified personnel will only be deployed if this is justified in the interest of the project (and its cost).
- A.3.5 If the Supplier or third parties engaged by the Supplier carry out work at the Client's location or at a location designated by the Client in connection with the assignment, the Client shall provide the reasonably required facilities there free of charge.
- A.3.6 The Client is obligated to accept the Provider's services when they are made available to them. If the Client refuses to accept them, the Provider is entitled to charge the Client for the additional time and effort involved.
- A.3.7 The provider is entitled to execute the agreement in phases and invoice each completed phase separately. If the agreement is executed in phases, the provider may suspend the execution of those components belonging to a subsequent phase until the client has approved the results of the preceding phase in writing.
- A.3.8 The Client shall ensure that all data that the Provider indicates is necessary or that the Client reasonably should understand is necessary for the performance of the agreement, are provided to the Provider in a timely manner. If the data required for the performance of the agreement are not provided to the Provider in a timely manner, the Provider shall have the right to suspend the performance of the agreement and/or charge the additional costs resulting from the delay to the Client at the then customary rates. The performance period shall not commence until the Client has made the data available to the Provider. The Provider shall not be liable for damage of any nature whatsoever because the Provider has assumed incorrect and/or incomplete data provided by the Client.

- A.3.9 If, during the execution of the agreement, it becomes apparent that proper implementation requires amendment or supplementation, the parties will amend the agreement in a timely manner and in mutual consultation. If the nature, scope, or content of the agreement is changed, whether or not at the request or instruction of the Client, the competent authorities, etc., and the agreement is thereby qualitatively and/or quantitatively modified, this may have consequences for what was originally agreed upon. As a result, the originally agreed amount may also be increased or decreased. The provider will provide a price quote in advance where possible. Furthermore, amending the agreement may alter the originally specified performance period.
- A.3.10 The Client accepts the possibility of changes to the agreement, including changes in price and performance period. The Provider reserves the right to increase its rates each calendar year, subject to one month's notice.
- A.3.11 If the agreement is amended, the Provider is entitled to implement it only after the Client has agreed to the price and other conditions specified for the implementation, including the time at which it will be implemented. Failure to implement the amended agreement, or failure to implement it immediately, in such a case does not constitute a breach of contract by the Provider and does not constitute grounds for the Client to terminate or cancel the agreement.
- A.3.12 Without being in default, the Provider may refuse a request to amend the agreement if this could have consequences in terms of quality and/or quantity, for example for the work to be carried out in that context.
- A.3.13 If the Client fails to properly fulfil its obligations to the Supplier, the Client shall be liable for all damages suffered by the Supplier directly or indirectly as a result.
- A.3.14 If the Provider agrees a fixed fee with the Client, the Provider is nevertheless entitled at all times to increase this fee without the Client being entitled to terminate the agreement for that reason, if the price increase results from a power or obligation under the law or regulations or is caused by an increase in wages or on other grounds that were not reasonably foreseeable when entering into the agreement.

A.4 SUSPENSION, TERMINATION AND INTERIM CANCELLATION OF THE AGREEMENT

- A.4.1 The Provider is entitled to suspend the fulfillment of the obligations or to terminate the Agreement if the Client fails to fulfill the obligations arising from the Agreement, does not fulfill them in full or does not fulfill them on time, or if, after the Agreement has been concluded, the Provider becomes aware of circumstances that give good reason to fear that the Client will not fulfill the obligations, or if, upon concluding the Agreement, the Client was requested to provide security for the fulfillment of its obligations under the Agreement and this security is not provided or is insufficient, or if, due to the delay on the part of the Client, the Provider can no longer be required to fulfill the Agreement under the originally agreed conditions.
- A.4.2 Furthermore, the Provider is entitled to terminate the agreement if circumstances arise which are of such a nature that fulfilment of the agreement is impossible or if other circumstances arise which

are of such a nature that continued maintenance of the agreement in an unaltered form cannot reasonably be expected of the Provider.

- A.4.3 If the agreement is terminated, the Provider's claims against the Client become immediately due and payable. If the Provider suspends performance of its obligations, it retains its claims under the law and the agreement.
- A.4.4 If the Provider suspends or terminates the Agreement on reasonable grounds, he shall in no way be obliged to compensate for any damage or costs that may arise in any way as a result.
- A.4.5 If the termination is attributable to the Client, the Provider is entitled to compensation for the damage, including costs, directly and indirectly incurred as a result.
If the Client fails to fulfil its obligations arising from the agreement and this failure justifies termination, the Provider shall be entitled to terminate the agreement forthwith and with immediate effect without any obligation on its part to pay any damages or compensation, while the Client, on account of breach of contract, shall be obliged to pay damages or compensation.
- A.4.6 If the agreement is terminated prematurely by the Provider, the Provider will, in consultation with the Client, ensure that any work still to be performed is transferred to third parties. This applies unless the termination is attributable to the Client. If the transfer of the work entails additional costs for the Provider, these will be charged to the Client. The Client is obligated to pay these costs within the specified period, unless the Provider indicates otherwise.
- A.4.7 In the event of liquidation, (application for) suspension of payments or bankruptcy, seizure – if and insofar as the seizure has not been lifted within three months – at the expense of the Client, debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of its assets, the Provider shall be entitled to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation. In that case, the Provider's claims against the Client shall be immediately due and payable.
- A.4.8 If the Client cancels a given order in whole or in part, the work performed and the items ordered or prepared for that purpose will be charged to the Client in full. The Supplier will in all cases be given sufficient time to complete the work initiated, with a maximum of 14 calendar days.

A.5 FORCE MAJEUR

- A.5.1 The Provider is not obliged to fulfil any obligation towards the Client if he is prevented from doing so as a result of a circumstance which is not attributable to fault and for which he is not responsible under the law, a legal act or generally accepted views.
- A.5.2 In these terms and conditions, force majeure is defined as, in addition to its definition in law and case law, all external causes, whether foreseen or unforeseen, over which the Provider has no control, but which prevent the Provider from fulfilling its obligations. This includes strikes in the Provider's business or that of third parties. The Provider also has the right to invoke force majeure if the circumstance preventing (continued) fulfillment of the agreement occurs after the Provider

should have fulfilled its obligation.

- A.5.3 The provider may suspend its obligations under the agreement during the period of force majeure. If this period lasts longer than two months, either party is entitled to terminate the agreement without any obligation to compensate the other party for damages.
- A.5.4 If, at the time the force majeure occurs, the Provider has already partially fulfilled its obligations under the agreement or will be able to fulfill them, and the part fulfilled or to be fulfilled has independent value, the Provider is entitled to invoice the part already fulfilled or to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate agreement.

A.6 PAYMENT AND COLLECTION COSTS

- A.6.1 Payment for services rendered must always be made within 14 days of the invoice date, in a manner specified by the Provider, unless otherwise indicated in writing. The Provider is entitled to invoice monthly for fees and expenses incurred.
- A.6.2 If the Client fails to pay an invoice on time, the Client is legally in default. The Client will then owe interest of 0.5% per month. Interest on the outstanding amount will be calculated from the moment the Client is in default until the moment the full amount due is paid.
- A.6.3 The Provider reserves the right to apply payments made by the Client first to costs, then to accrued interest, and finally to the principal and accrued interest. The Provider may, without defaulting, refuse an offer of payment if the Client specifies a different order for the allocation of the payment. The Provider may refuse full repayment of the principal if the accrued and accrued interest and collection costs are not also paid.
- A.6.4 The Client is never entitled to offset any amount owed to the Supplier. Objections to the amount of an invoice do not suspend the payment obligation. The Client is also not entitled to suspend payment of an invoice for any other reason.
- A.6.5 If the Client is in default or in breach of its obligations (on time), all reasonable costs incurred in obtaining satisfaction out of court will be borne by the Client. These extrajudicial costs will be calculated based on standard Dutch debt collection practices. However, if the Provider has incurred higher collection costs that were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any legal and enforcement costs incurred will also be recovered from the Client.

A.7 RETENTION OF TITLE

- A.7.1 The advice, proposals, presentations, designs and other documents (including digital files) provided by the Provider in the context of the agreement remain the property of the Provider until the Client has properly fulfilled all obligations arising from any agreement concluded with the Provider.
- A.7.2 The goods delivered by the Supplier, even if they are not subject to the retention of title pursuant to paragraph 1, may not be delivered to third parties, unless otherwise agreed in writing.
- A.7.3 The Client shall at all times do everything that may reasonably be expected of them to safeguard the

ownership rights of the Provider. In the event that the Provider wishes to exercise its ownership rights as referred to in this article, the Client hereby grants unconditional and irrevocable permission in advance to the Provider and a third party designated by the Provider to enter all places where the Provider's property is located and to repossess it.

A.8 GUARANTEES, INVESTIGATION AND COMPLAINTS, LIMITATION PERIOD

- A.8.1 The Client is obligated to inspect the delivered goods (or have them inspected) immediately upon completion of the work in question. The Client must also examine whether the delivered goods correspond to what was agreed upon. Any objections must be reported to the Supplier in writing and documented immediately, but in any case no later than fourteen days after the last delivery. The Client must provide the Supplier with the opportunity to investigate a complaint.
- A.8.2 If the Client files a complaint in a timely manner, this does not suspend their payment obligation. If a complaint is filed later, the Client will no longer be entitled to repair, subsequent delivery, or compensation.
- A.8.3 If it is established that a service has been defective and a complaint has been made in a timely manner, the Provider will, at the Provider's discretion, ensure that it is repaired within a reasonable period of time or that the amount of the defect is credited to the Client.
- A.8.4 If it is established that a complaint is unfounded, the costs incurred as a result, including the investigation costs incurred by the Provider, will be borne in full by the Client.
- A.8.5 By way of exception to the statutory limitation periods, the limitation period for all claims and defenses against the Provider and third parties involved by the Provider in the performance of an agreement is one year.

A.9 LIABILITY

- A.9.1 If the Provider is liable, then this liability is limited to what is stated in this provision. The Provider is not liable for damages of any nature arising from the Provider's reliance on incorrect and/or incomplete information provided by or on behalf of the Client.
- A.9.2 If the Provider is liable for any damage, its liability is limited to the amount of the fee for the assignment, or at least to that portion of the assignment to which the liability relates. In any event, the Provider's liability is always limited to the amount paid out by its professional liability insurer in any given case.
- A.9.3 Provider is solely liable for direct damage. Direct damage includes reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to ensure that Provider's defective performance complies with the agreement, insofar as these can be attributed to Provider, and reasonable costs incurred to prevent or limit damage, insofar as Client demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions. Indirect damage includes consequential damage, lost profits, lost savings, and damage

due to business stagnation. Client must enable Provider to take all necessary steps to mitigate any damage suffered by Client.

- A.9.4 The choice of how to apply and use the Provider's advice is entirely up to the Client. The consequences thereof are at the Client's own risk.
- A.9.5 The limitations of liability contained in this article do not apply if the damage is due to intent or gross negligence on the part of the Provider.

A.10 INDEMNIFICATION

- A.10.1 The Client indemnifies the Provider against any claims by third parties who suffer damage in connection with the performance of the agreement and the cause of which is attributable to parties other than the Provider. If the Provider is held liable by third parties on this basis, the Client is obliged to support the Provider both extrajudicially and in court and to immediately do everything that may be expected of them in that case. Should the Client fail to take adequate measures, the Provider is entitled, without notice of default, to take such measures itself. All costs and damages incurred by the Provider and third parties as a result thereof shall be fully borne by the Client.

A.11 INTELLECTUAL PROPERTY

- A.11.1 The provider reserves the rights and powers granted to it under the Copyright Act and other intellectual property laws and regulations. This applies in particular to submitted texts and digital files.
- A.11.2 The provider has the right to use the knowledge acquired through the performance of an agreement for other purposes.

A.12 CONFIDENTIALITY

- A.12.1 The provider undertakes to maintain confidentiality towards third parties of all knowledge and information that comes to him in the context of an assignment, insofar as this does not concern public data, and he declares that he will also apply this confidentiality obligation to persons engaged by him.

A.13 APPLICABLE LAW AND DISPUTES

- A.13.1 All legal relationships in which the Provider is a party are governed exclusively by Dutch law, even if an obligation is performed in whole or in part abroad or if the party involved in the legal relationship resides there.
- A.13.2 The court in Zutphen has exclusive jurisdiction to hear disputes, unless mandatory law prescribes otherwise. Nevertheless, the Provider reserves the right to submit the dispute to the legally competent court.
- A.13.3 The parties will only appeal to the court after they have made every effort to settle a dispute by

mutual agreement.

B. ADDITIONAL TERMS AND CONDITIONS FOR PHOTOGRAPHY

B.1 DEFINITIONS

B.1.1 In these General Terms and Conditions the following terms shall have the following meanings:

Photographic work: photographic works as referred to in Article 10 paragraph 1 sub 9 of the Copyright Act 1912, or other works within the meaning of the Copyright Act 1912, which can be equated with the said photographic works.

Provider: the user as defined in Article 6:231 of the Dutch Civil Code.

Client: the counterparty within the meaning of Article 6:231 of the Dutch Civil Code.

Use: Reproduction and/or publication as defined in Articles 1 in conjunction with Articles 12 and 13 of the Copyright Act 1912.

B.2 COMPENSATION

B.2.1 If the parties have not agreed on compensation, the Provider will determine the compensation unilaterally and in accordance with reasonableness and fairness, taking into account the size and scope of the use of the work desired by the Client.

B.2.2 Necessary costs and/or additional work must be reimbursed by the Client.

B.3 PAYMENT

B.3.1 If the Client is in default or otherwise fails to fulfil one or more of its obligations, including infringement of copyright, all costs incurred by the Provider in order to obtain satisfaction in and out of court shall be borne by the Client.

B.3.2 No use of the Photographic Work in any manner whatsoever is permitted until the Client has paid any outstanding invoice from the Supplier.

B.4 COMPLAINTS

B.4.1 Complaints regarding the work delivered must be communicated to the Supplier in writing/by email as soon as possible, but in any case within five business days of delivery of the Photographic Works. The Supplier reserves the right to deliver the corrected work within a reasonable period of time if the nature of the work permits and this will not result in disproportionate costs for the Supplier.

B.5 ASSIGNMENT

- B.5.1 The Provider will carry out the assignment according to its own technical and creative insight and will make every effort to meet specific wishes of the client as referred to in the previous paragraph.
- B.5.2 The assignment is at all times to be regarded as an obligation of best efforts, not an obligation of results.
- B.5.3 In the event of cancellation of an assignment agreement by the Client at any time and for any reason, the Provider is entitled to the agreed compensation.
- B.5.4 Orders can only be accepted if they are based on a quotation submitted, which must be included with the order confirmation.

B.6 DELIVERY

- B.6.1 Files are delivered in the agreed-upon format and file type. The photographer determines the delivery method.
- B.6.2 Clients are not permitted to sell or otherwise monetize the photographic works without the permission of the copyright holder and without making a financial offer to him.
- B.6.3 Photographic works commissioned or requested by third parties can never be delivered without the explicit approval of the actual client.
The photographer always has the final decision as to whether the photographic works are delivered.
- B.6.4 No photographic works will be delivered without a quotation and an accompanying written order.

B.7 COPYRIGHT

- B.7.1 The copyright of the Photographic Works belongs to the Provider and is inalienable. The Provider may grant the Client an **unlimited use license**, whereby the Provider may object to the use of their Photographic Works in the chosen context, media, or setting.
- B.7.2 The Client is not permitted to edit the Photographic Works in any form, including but not limited to cropping, changing the color, mirroring, removing any names and logos, merging with other photos, etc. For this purpose, an **unlimited use and editing license** will be closed.

B.8 LICENSES

- B.8.1 Permission for use of a Photographic Work by the Client shall be granted only in writing and in advance in the form of an **unlimited use license** or an **unlimited use and editing license** as described by the Supplier in terms of nature and scope in the quotation and/or the order confirmation and/or the related invoice.
- B.8.2 Regardless of which license has been concluded with the Client, the Provider may always publish the Photographic works itself to promote its work.
- B.8.3 The Client is never authorised to grant sublicenses to third parties.

B.9 COPYRIGHT INFRINGEMENT

- B.9.1 Any use of a Photographic Work that has not been agreed upon will be considered an infringement of the Supplier's copyright.
- B.9.2 In the event of infringement, the Provider is entitled to compensation of at least three times the license fee usually charged by the Provider for such form of use, without losing any right to compensation for other damages suffered (including the right to compensation for all direct and indirect damages and all actual judicial and extrajudicial costs).

B.10 ATTRIBUTION AND PERSONAL RIGHTS

- B.10.1 The name of the Supplier must be clearly stated with any Photographic Work used, or included with a reference to the Photographic Work in the publication.
- B.10.2 When reproducing and publishing a Photographic Work, the Client shall at all times respect the personal rights of the Supplier in accordance with Article 25 paragraph 1 sub c and d of the Copyright Act 1912.
- B.10.3 For any infringement of the personal rights to which the Provider is entitled pursuant to Article 25 of the Copyright Act, including the right to be named, the Client shall owe compensation of at least 100% of the license fee normally charged by the Provider, without losing any right to compensation for other damages suffered (including the right to compensation for all direct and indirect damages and all actual judicial and extrajudicial costs).

B.11 LIABILITY AND RIGHTS OF THIRD PARTIES

- B.11.1 The Provider shall not be liable to the Client for third-party claims and/or damages arising from the exploitation and publication of the Work, unless there is gross negligence or intent on the part of the Provider. 13.3 The Provider's liability is in any case limited to the amount of the invoice, or, if and to the extent there is insured damage, to the amount actually paid out under the insurance.
- B.11.2 If third parties announce or initiate a claim against the Supplier and/or Client with regard to the Work, the Client and the Supplier will determine in mutual consultation whether they will defend themselves against this and how this will be done.

C. ADDITIONAL TERMS AND CONDITIONS FOR SUBSCRIPTIONS

C.1 SUBSCRIPTION TYPES

- C.1.1 The service is offered on a subscription basis. The subscription entitles you to use the software product and/or additional services for the agreed-upon subscription period, as confirmed in writing or digitally.

C.2 PAYMENT

- C.2.1 The subscription fee must be paid in full in advance annually, unless expressly agreed otherwise. Payment is made according to the agreed payment method and term.

C.3 SUSPENSION, RESTRICTION OF ACCESS OR TERMINATION FOR NON-PAYMENT

- C.3.1 If payments are not received on time, the right is reserved to:
- After being in default for 1 month:
Revoke management and modification rights for all employees
 - After being in default for 2 months:
Restrict access to the software product to basic use only (viewing and downloading)
 - After 3 months of default:
The subscription will be terminated in whole or in part until the outstanding payment has been made.
- C.3.2 All actions will be conducted within the framework of applicable Dutch law. The customer remains liable at all times for any outstanding amounts, including any legal or reasonable collection costs.

C.4 ACCESS RECOVERY

- C.4.1 Upon receipt of full payment, access to the software product will be restored within a reasonable time.

C.5 APPLICABLE LAW AND CHOICE OF FORUM

- C.5.1 This agreement is governed exclusively by Dutch law. Disputes will preferably be resolved by mutual agreement; if this is not possible, the competent Dutch courts will have exclusive jurisdiction, preferably the court in Zutphen.

C.6 THIRD-PARTY SOFTWARE

- C.6.1 **MediaFiler**
The general terms and conditions of MediaFiler also apply to the use of software or services provided by this party. These can be found at:
<https://support.mediafiler.com/support/start/algemene-voorwaarden>
- C.6.2 The provider is solely responsible for the services it provides. Any shortcomings, malfunctions, or limitations of third-party software are not the responsibility of the provider. The customer declares that they have read and agree to the terms and conditions of both MediaFiler and the provider.

D. PRIVACY STATEMENT VKPMA

Company details

van kollenburg Projects - Media – Advice,
located at Gerard Doulaan 14
7312 RK Apeldoorn

also trading under the names:

- vkPMA
- DAMsupport
- [LOUD]Services
- [LOUD]Images
- Flat Fee Photography

Hereinafter referred to as vkPMA, is responsible for the processing of personal data as shown in this privacy statement.

D.1 CONTACT DETAILS:

Marc van Kollenburg is the Data Protection Officer of vkPMA. <https://vkpma.nl/contact>

D.2 PERSONAL DATA THAT ARE PROCESSED

D.2.1 REGULAR PERSONAL DATA

vkPMA processes your personal data because you use our services and/or because you provide this data to us yourself.

Below is an overview of the personal data that are processed:

- First name*
- Surname*
- Gender*
- Address details*
- Phone number*
- Email address*
- Bank account number*
- IP address (anonymised on the website)
- IP address (complete with an account in my image bank)*
- Password (for an account in my image bank)*
- Other personal data that you actively provide, for example by creating a profile on one of my websites or image banks, in correspondence and by telephone
- Information about your activities on our website

* if you are a prospect, customer or supplier

D.2.2 SPECIAL / SENSITIVE PERSONAL DATA THAT ARE PROCESSED

vkPMA does not process any special and/or sensitive personal data about you.

Our website and/or service does not intend to collect data about website visitors under the age of 16, unless they have permission from a parent or guardian. However, we cannot verify whether a visitor is older than 16. Parents are therefore advised to be involved in their children's (online) activities to prevent data about children being collected without parental consent. If you believe vkPMA has collected personal data about a minor without this consent, please contact us. <https://vkpma.nl/contact>, then this information will be deleted.

D.2.3 EXCEPTIONS

vkPMA's Journalistic or Artistic photography may reveal special or sensitive personal data, but vkPMA never records or publishes these special and/or sensitive personal data with the photo with the aim of making a distinction on the basis of these special and/or sensitive personal data.

This in line with [Article 8.2 of the "Guidelines for the publication of personal data on the internet"](#):

Only if a responsible party publishes photos or other visual material with the express purpose of discriminating based on race is special attention required. In that case, the Dutch Data Protection Authority (DPA) considers it a reasonable application of the law to designate the visual material as special personal data.

Due to the journalistic purpose of these photos, the following parts of the GDPR do not apply:

- Article 7
Conditions for consent, paragraph 3
- Article 10
Processing of personal data relating to criminal convictions and offences
- Chapter III
Rights of the data subject
- Article 30
Register of processing activities
- Article 33
Notification of a personal data breach to the supervisory authority
- Article 34
Notification of a personal data breach to the data subject
- Chapter V
Transfers of personal data to third countries or international organisations
- Chapter VI
Independent supervisory authorities
- Chapter VII
Cooperation and coherence

In addition, there are a number of exceptions that mean no basis or purpose is required if you:

- or are not the subject of the photo, but "just happen" to be in the shot.
- whether photos of yourself in similar situations have already been shared publicly on the internet or whether you have shared them yourself.

D.3 FOR WHAT PURPOSE AND ON WHAT BASIS ARE PERSONAL DATA PROCESSED?

vkPMA performs the actions listed in the table below based on one or more of the grounds listed after it. If "yes" appears more than once on a single line, the action may apply to one or more grounds. This depends on the agreed-upon assignment.

Action / purpose	Base						Retention period
							
Sending a newsletter and/or advertising	yes	-	-	yes	-	yes	As long as you are logged in
Contact us to provide services	yes	-	-	yes	-	yes	As long as you are a customer
Informing about changes in services and products	yes	-	-	yes	-	-	As long as you are a customer
To be able to deliver goods and services	yes	-	-	yes	-	-	As long as you are a customer
Analyze surfing behavior on the vkPMA websites	yes	-	-	-	-	-	26 months
Quotes, invoices, payments and administration	yes	-	yes	yes	-	-	7 years
Information you provide to me via the contact form	yes	-	-	-	-	-	7 years
Photo	-	-	-	-	-	-	
...at the request of the client	yes	-	-	-	-	-	See: D.5.1 Retention period for photography
...with contract with client	yes	-	-	yes	-	-	See: D.5.1 Retention period for photography
...during events, etc. without accreditation	yes	-	-	-	-	yes	See: D.5.1 Retention period for photography
...during events, etc. with accreditation	yes	-	-	yes	-	yes	See: D.5.1 Retention period for photography
Artistic photography	yes	-	-	yes	-	yes	See: D.5.1 Retention period for photography
Access to image bank	yes	-	-	yes	-	yes	See: D.6 Image banks

Legend

	Consent of the data subject
	protection of vital interests
	Necessary for compliance with a legal obligation
	Necessary for the execution of an agreement
	General interest
	Legitimate interests

D.4 AUTOMATED DECISION-MAKING

vkPMA does not make decisions based on automated processing on matters that could have (significant) consequences for individuals. These are decisions made by computer programs or systems, without human intervention (for example, a vkPMA employee).

D.5 RETENTION PERIOD OF PERSONAL DATA

vkPMA will not retain your personal data for longer than is strictly necessary to achieve the purposes for which your data is collected. See the table under D.5.2 Retention period for other information for the retention period per action/purpose.

D.5.1 RETENTION PERIOD PHOTOGRAPHY

All photography will be retained until the copyright holder requests its removal, or until it is deemed by

vkPMA to be no longer relevant, unless otherwise agreed.

D.5.2 RETENTION PERIOD FOR OTHER INFORMATION

vkPMA stores as little information as possible about its Clients. The data we store is required by law, including tax regulations. Therefore, data must be retained for at least seven years.

D.5.3 SHARING PERSONAL DATA WITH THIRD PARTIES

vkPMA only shares your data if this is necessary for the execution of our agreement with you or to comply with a legal obligation. vkPMA never shares or sells your information to third parties. With companies that process your data on our behalf, vkPMA has a data processing agreement to ensure the same level of security and confidentiality of your data. vkPMA remains responsible for these processing operations.

D.5.4 PUBLICATIONS

Publications and/or disclosures of articles and photographs fall under D.2.3 Exceptions. These are shared with websites in the Netherlands, within the EEA, and sometimes beyond.

D.6 IMAGE BANKS

vkPMA provides image banks through the DAMsupport and LOUDservices labels. These image banks are purchased from MediaFiler. These banks are shared environments, separated by customer. Despite the best efforts of vkPMA and MediaFiler, in very rare circumstances (such as technical malfunctions or software errors), content from other customers may become visible to a user. You should report this to vkPMA as soon as possible.

vkPMA therefore always recommends only placing content in the image banks that is classified as Risk Class 0 and I.

Risk class 0: public level

This risk class includes data that is generally accepted as not posing a risk to the data subject when used as intended (telephone directories, brochures, public internet sites, etc.).

It is expected that no investigation will be requested for the processing of this type of personal data. Therefore, this risk class has been disregarded in the assessment for each processing requirement.

Risk class I: basic level

In this risk class, the processing of personal data usually concerns a limited number of personal data relating to, for example, memberships, employment relationships, customer registrations and corresponding relationships between a data subject and an organisation.

D.7 COOKIES, OR SIMILAR TECHNIQUES, THAT ARE USED

vkPMA uses functional, analytical, and tracking cookies. A cookie is a small text file that is stored in the browser of your computer, tablet, or smartphone when you first visit this website. vkPMA uses cookies with a purely technical functionality. These ensure that the website works properly and that, for example, your preferences are remembered. These cookies are also used to ensure the website functions properly and to optimize it.

On your first visit to our website, you will be informed about these cookies and, if necessary, we will ask your permission to place them.

You can opt out of cookies by configuring your internet browser to no longer store them. You can also delete all previously stored information through your browser settings.

For an explanation, see: <https://veiliginternetten.nl/themes/situatie/cookies-wat-zijn-het-en-wat-doe-ik-ermee/>

Cookies are also placed on vkPMA's websites by third parties (WordPress, themes, plugins, etc.). These include advertisers and/or social media companies. vkPMA itself has no insight into these cookies and does not place them for this purpose. It takes its functionality options into account to ensure that they record as little information as possible.

D.8 VIEW, CHANGE OR DELETE DATA

You have the right to access, correct, or delete your personal data. You also have the right to withdraw your consent to data processing or to object to the processing of your personal data by vkPMA, and you have the right to data portability. This means you can submit a request to us to send the personal data vkPMA holds about you in a computer file to you or another organization you specify.

You can send a request for access, correction, deletion, data transfer of your personal data or request for withdrawal of your consent or objection to the processing of your personal data to <https://vkpma.nl/contact>.

To verify that the request for access has been made by you, vkPMA asks you to include a copy of your ID with the request. In this copy, please redact your passport photo, MRZ (machine readable zone, the strip with numbers at the bottom of the passport), passport number, and Citizen Service Number (BSN). This is to protect your privacy. We will respond to your request as quickly as possible, but within four weeks.

Personal data falling under D.2.3 Exceptions are excluded from this.

vkPMA would also like to inform you that you have the right to file a complaint with the national supervisory authority, the Dutch Data Protection Authority. You can do so via the following link: <https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>

D.9 HOW IS PERSONAL DATA SECURED?

vkPMA takes the protection of your data seriously and implements appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure, and unauthorized modification. If you believe your data is not properly secured or if there are indications of misuse, please contact us at <https://vkpma.nl/contact> or via the contact information on the quote or invoice.

This privacy statement is based on the text from veiliginternetten.nl and has been modified by Marc van Kollenburg. Reproduction in whole or in part is prohibited.

E. PROCESSOR AGREEMENT

E.1 PARTIES:

This Data Processing Agreement applies to all forms of processing of personal data by kollenburg Projecten – Media – Advies (also trading under the names: vkPMA, DAMsupport LOUDservices and LOUDimages) (**Processor**) performs on behalf of a Client to whom it provides services (**Data controller**) based on the agreement concluded between the parties.

E.2 INTRODUCTION

The Processor will process Personal Data on behalf of the Controller in or in connection with the performance of its Services. This document contains the terms and conditions for this Processing of Personal Data by the Processor on behalf of the Controller.

E.3 OBLIGATIONS

The Processor processes Personal Data solely for the performance of the Agreement concluded between the Parties. The Processor processes Personal Data with due care, in accordance with Privacy Legislation, and in accordance with the instructions of the Controller. The Controller warrants that its instructions comply with Privacy Legislation.

E.4 OUTSOURCING WORK

Processor is entitled to engage Sub-processors in the Processing of the Personal Data, provided that Processor ensures that the Sub-processors to be engaged assume at least the same obligations as those imposed on Processor under this Data Processing Agreement.

E.5 SHARING PERSONAL DATA

The Processor will only transfer Personal Data to third parties at the express request of the Controller. For countries outside the European Economic Area, this is only possible if the country guarantees an adequate level of protection and complies with its other obligations under this Data Processing Agreement and Privacy Legislation. It is the Controller's responsibility to determine this.

E.6 SECURITY

Processor shall endeavor to implement sufficient appropriate technical and organizational measures to protect the service and the Personal Data associated with it against loss and against any form of unlawful Processing.

The controller is responsible for implementing appropriate technical and organizational security measures with regard to the software, applications, usernames and passwords used.

E.7 NOTIFICATIONS

To enable the Controller to comply with the statutory Data Breach Notification Obligation, the Processor shall immediately notify the Controller of the detected data breach. This notification shall include a description of:

- the data breach
- the nature of the infringement such as copying, modifying, deleting, stealing, etc.
- when the data breach occurred

- the measures taken by the Processor to stop the data breach and prevent future breaches.

The Processor shall provide the Controller with further information about the Data Breach upon request, to the extent necessary for the Controller to comply with its legal obligations to notify the Dutch Data Protection Authority and Data Subjects.

E.8 VIEW, CHANGE OR DELETE DATA

The Processor shall, to the extent possible, assist the Controller in fulfilling its obligation to implement requests for exercising the identified rights of Data Subject(s).

The Processor shall notify the Controller without delay of any such requests addressed to the Processor. Subprocessors must inform the Processor in order to inform the Controller.

E.9 SAFETY TESTING

The Processor shall assist the Controller in conducting a security test. This includes providing all relevant information for such a test and being available during the test.

Such a test should be scheduled at least 2 weeks in advance.

The time spent will be charged at the applicable hourly rate.

E.10 CONFIDENTIALITY

The Processor undertakes, unconditionally and irrevocably, to maintain confidentiality during and after termination of the Agreement with a confidential nature, including personal data.

The Processor guarantees that persons working for the Processor and who have access to the Personal Data are also bound by the confidentiality obligation described in this article.

This obligation does not apply if disclosure or delivery has been requested on the basis of law and/or a court order.

E.11 PROCESSOR LIABILITY

If the Processor fails to comply with the obligations under this Data Processing Agreement, the Controller may give notice of default to the Processor. Notice of default will be given in writing, granting the Processor a reasonable period to comply with the obligations.

The Processor shall be liable under Article 82 GDPR for any damages or losses arising from failure to comply with this Data Processing Agreement, with damages being capped at the total amount of the agreement.

The Parties shall indemnify each other against all claims from third parties, including fines from Authorities, relating to any act or omission in violation of Privacy Legislation by the other Party.

E.12 DURATION

The duration of the processing begins on the effective date of the service and ends once it is cancelled.

Upon termination of the Agreement, the Controller will be responsible for exporting the Personal Data. Thirty (30) days after termination of the Agreement, the Processor will delete the existing data, including Personal Data. Backups will be maintained for a period of eight weeks.