



## **GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

### **Art. 1. PURPOSE**

These General Terms and Conditions (the "General Terms") apply to all orders placed with Utopix Pictures SA (hereafter "Utopix Pictures", a company registered in Belgium with the Banque-Carrefour des Entreprises and registered for Value Added Tax under number BE 0679.670.783, and having its registered office at Avenue des Rossignols 5, La Hulpe 1310.

Utopix Pictures provides services to its Clients via its Platform. Such services involve putting its Clients into contact with professionals in the photographic, film, or image industries who are registered on the Platform and who have a sufficient profile, with a view to finding the most appropriate Service Provider(s) to carry out photo shoots or film shoots for Clients.

These General Terms are added to an order from when an order is placed and are available online on the Website. The General Terms are deemed to be known and accepted in full, the Client thereby renouncing any reliance on his own terms and conditions of purchase whether by the Client's signature of any document referencing the General Terms or by the Client's failure to raise any written objection within seven (7) days from receipt of the first document bringing the General Terms to the Client's attention. No dispute may be brought in relation to the applicability of the General Terms in the course of any commercial relationship.

The contractual relationship between Utopix Pictures and the Client shall be governed by these General Terms. The General Terms shall prevail and take precedence over any other purported terms and conditions, whether incorporated in documents issued by the Client or otherwise. No variation to the General Terms shall apply except with the express written consent of Utopix Pictures.

The General Terms may be delivered upon request in the form of a file attached to an electronic message, on paper, or in any other permanent format that may be agreed between Utopix Pictures and the Client.

### **Art. 2. SCOPE**

Service Providers shall not be entitled to rely on these General Terms and Conditions, neither in respect of Utopix Pictures nor in respect of Utopix Pictures' Clients or Prospects, whether such Clients are Professional Clients or Consumer Clients. Similarly, Clients or Prospects of

Utopix Pictures shall not be entitled to rely on these General Terms as against any Service Provider.

### **Art. 3. MODIFICATION**

These General Terms may be modified by Utopix Pictures at any time, provided that it shall provide the Client with two months' prior notice. In the event of any dispute in respect of the modifications made or the new version of these terms, the Client shall notify Utopix Pictures within such two-month notice period to enable the parties to reach an agreement and, where applicable, to amend the new provisions upon their entry into force by way of a signed rider to the existing contract, by making a suitable amendment to the order form, or by modifying the services accordingly.

In the event that no such notification is made during the two-month period preceding the entry into force of the modification to or new version of these General Terms, any Client whose existing contract, order form or services has not been revised upon the expiry of such period, shall be deemed to have accepted the modification to or new version of these General Terms.

This process shall not apply in the event that the modification to or new version of these General Terms is the result of the entry into force of new and mandatory legal provisions or public orders, or is otherwise imposed by a public authority or a court with immediate effect or with a notice period of less than two months such that no exemption is available to Utopix Pictures.

In such case, any Client to whom such new provisions apply shall not be entitled to rely solely on such circumstance to terminate his relationship with Utopix Pictures.

### **Art. 4. DEFINITIONS**

The following definitions shall apply within the scope of these General Terms:

- "Professional Client": Any legal or natural person who, within the context of a commercial, industrial, trade or professional activity, makes use of the services of Utopix Pictures, excluding any natural person who acts outside the context described above.

"Consumer Client": Any natural person acting outside the course of a commercial, industrial, trade or professional activity as defined by Article L.1 2 of the Belgian Economic Code when making use of the services of Utopix Pictures.

- "Client": Any client who makes use of the services of Utopix Pictures, including any Professional Client or a Consumer Client.

"General Terms": These General Terms and Conditions governing the contractual relationship between Utopix Pictures and its Clients.

- "Work": Any image, photograph, film, or promotional, marketing or communications campaign created by the Service Provider.

"Prospect": Any legal or natural person who may experience any need that Utopix Pictures is in a position to meet, either by supplying services as an intermediary for its Clients and/or by demonstrating the benefits of one or more Services, as the case may be.

"Service Provider": any professional in the field of photography, images or films, who is not a party to the contract between Utopix Pictures and the Client and who is made available to the Client by Utopix Pictures in its capacity as an intermediary

- "Service": any service offered by Utopix Pictures in its capacity as an intermediary within the context of the contractual relationship between Utopix Pictures and the Client.

"Website," "Utopix.com" or "Platform": The Utopix Pictures website located at <https://www.utopix.com/fr> or the Utopix Pictures interface.

#### **Art. 5. NATURE OF THE SERVICES**

Utopix Pictures (i.) acts as an intermediary between its Clients and Service Providers who are registered on the Platform; (ii.) provides bespoke advice in identifying the needs of the Client; and (iii.) identifies the best choice from the Service Providers registered on the platform, such Service Providers being in a position to deliver the Client's choice of photo and/or film shoots and/or marketing, communications or promotional campaigns.

- offer a pre-selection of Service Providers representing the best profiles, or provide a list of up to 7 (seven) Service Providers to reflect the Client's needs;
- refine the list of Service Providers offered, on the basis of a range of operational, technical and financial criteria, including without limitation the budget of the relevant Client;
- create a task briefing for the Service Provider selected by the Client and bring about contact between them, by sending information, disclosing the briefing, and transmitting the contact details of the relevant points of contact;
- receive the Client's payment and settle the invoice for the provision of services issued by the Service Provider who completed the Work;

#### **Art. 6. ORDER PROCESS**

Without prejudice to the applicability of these General Terms, any request for the provision of Services shall involve (i.) the placing of an order with Utopix Pictures by means of the platform or, and (ii) the signature or (electronic) validation of an order form by the Customer.

In the event of an emergency or as required, orders may also be placed by:

- e-mail by sending an e-mail containing full details of the request directly to one of the following addresses: [hello@utopix.com](mailto:hello@utopix.com), [maxime@utopix.com](mailto:maxime@utopix.com) or [sophie@utopix.com](mailto:sophie@utopix.com);
- telephone by calling the following mobile phone number: +32 470 53 08 20.

Any order shall require the Client's electronic signature to be valid (i); and The Customer, in addition to the electronic signature, will have to pay a deposit equivalent to 30% of the total amount (including tax) provided for in the order form.

Clients who wish to select multiple Service Providers and/or place multiple orders may create a shopping basket. Each selection of Service Providers and each order may be viewed separately on the Platform.

In order to enable Clients to make an informed choice, the Website shall provide the Client with a range of profiles of the Service Providers (their given names, ages, previews of work already performed in connection with the Service requested).

The Client shall be free to choose among the Service Provider(s) or to refer to the selection made by Utopix Pictures to assist the Client.

The Client may approach Utopix Pictures Service Providers at any one time. The Service Providers who have attracted the Client's interest shall be notified by e-mail and shall, by way of return to such message, state their interest (or lack thereof) in the request.

Interest in any Service Provider shall not indicate that the Service Provider will ultimately be chosen, nor create any obligation to perform the Work requested. Upon the return of the Service Provider(s) stating their interest or lack thereof in the Client's request, the Client shall appoint the Service Provider who is ultimately selected and shall reach agreement with the Service Provider on the manner of their work together.

Utopix Pictures does not give any warranty in this respect. At such time as the Client makes a selection from the available and interested Service Providers, Utopix Pictures shall send the order form to the Client.

By finalising an order, the Client and the Service Provider expressly acknowledge that they have been placed into contact by Utopix Pictures and agree to collaborate with Utopix Pictures' involvement.

Accordingly, they each agree not to work together on further occasions for a period of 1 (one) year with effect from the placing of the first order except via the intermediation of Utopix Pictures.

The Client shall therefore refrain from bypassing Utopix Pictures to contact the Service Provider directly and shall formally refrain from inciting the Service Provider, in any manner

or by any means whatsoever, to breach the provisions of the General Terms and Conditions entered into between the relevant Client and Utopix Pictures.

#### **Art.7. PRICE, INVOICING AND PAYMENT**

Utopix Pictures shall notify the Client of the prices by sending the order form and, in the case of a Consumer Client. All payments made by the Client shall be exclusively arranged and effected via the online payment system of the Platform or, where applicable, by bank transfer following issue of an invoice. Utopix Pictures reserves the right to call on its own invoicing function.

By approving an order, the Client undertakes to pay the price thereof and consents to enter into a purchase agreement for the Work(s) to be performed by the Service Provider(s) selected by the Client whether directly or from those proposed by Utopix Pictures. Following agreement in principle given by e-mail, the Client shall enter into the contract(s) and/or sign the relevant order form(s) prior to the date on which the Services are to be performed.

Save where otherwise agreed between the Parties, the prices and rate card notified to the Client upon placing the order shall apply to the contract entered into or to the signed order form. Subject any to written amendment by mutual agreement of the parties due to the specific nature and/or significance of the order, such prices shall be fixed and shall not be subject to any amendment.

As mentioned in Article 6 above, the Customer shall pay a deposit of 30% (including tax) of the total amount provided for in the order form, in order to validate it.

The period of validity of the order form issued by Utopix Pictures, as well as the amount of the deposit requested, are mentioned on the order form.

The validity period of the order form issued by Utopix Pictures, together with the amount of deposit requested shall be specified on the order form. In the event that the order is placed within 7 (seven) working days of the date on which the Works are to be performed, Utopix Pictures reserves the right to require the Client to pay the full amount of the price before commencement of the provision of the Services.

The order received by Utopix Pictures shall be firm and final. No renunciation of any order by the Client after confirmation thereof, nor any failure to pay any deposit due, shall relieve the Client of any obligation to pay the balance specified in the contract entered into or by the order form.

One or more invoices shall be addressed to the relevant Client, in electronic format or, where expressly so requested, on paper, seeking payment of the deposit, the balance, and/or the total price payable.

Notwithstanding the foregoing, the Client may cancel or postpone the assignment free of charge if this is done at least 4 days before the date of the assignment provided for in the order form. Should cancellation occur less than 72 hours before the shoot, Utopix reserves the right to demand an indemnity of 50% of the sum agreed on the order form validated by

the client. If cancellation is less than 24 hours before the shoot the indemnity will be 100%. In case of postponement, Utopix Pictures cannot guarantee that the Service Provider initially chosen will be available on the new date. In any case, the Client must notify Utopix Pictures, by email to [hello@utopix.com](mailto:hello@utopix.com), in case of postponement, cancellation or change of the assignment. In the event that Utopix Pictures' Service Provider goes to the location and the owner or any person in charge of the project/shoot is not present, Utopix Pictures reserves the right to invoice the Client for the planned shoot.

One or more invoices shall be addressed to the relevant Client, in electronic format or, where expressly so requested, on paper, seeking payment of the deposit, the balance, and/or the total price payable.

The Client shall pay all invoices in full within 30 days of their date of issue. In the event of any failure to make payment of the deposit or any other invoice on the due date, Utopix Pictures reserves the right, without prior notice of breach, to: (i) suspend the performance of the Services without notice, without such suspension amounting to a termination of the contract; (ii) immediately demand payment of all outstanding sums due; (iii) require payment of liquidated damages of 10% of sums due, such amount not to be less than €75; (iv) demand contractual interest of 12% per annum on sums due; (v) demand liquidated damages of €45 for debt recovery charges incurred.

#### **Art. 8. DISPUTES**

In the event of a disagreement between the Client and the Service Provider regarding the quality of the Service, the scope, the modalities, or the stage of completion of the Service, the Client and the Service Provider undertake to inform the customer service department of Utopix Pictures and to make their best efforts to discuss and find an amicable solution within 15 days. Utopix Pictures may intervene to propose a solution to the parties.

If it is established (if necessary, by a third party moderator) that the Service has not met the following objective satisfaction criteria: non-respect of the brief (time of the event, etc.), non-respect of objective criteria of quality expressly specified in the brief, and/or exceeding by more than 50% the agreed delivery time, Utopix has the option, at its sole discretion, to (i) have a new shoot carried out at its expense if this is necessary and still possible, or, if not, (ii) refund or not charge the amount of the Service to the Client, in proportion to the damage directly caused, and manage its own dispute with the Service Provider. It is expressly agreed that the foregoing will constitute a commercial gesture and in no way an admission of liability by Utopix Pictures, since it acts as an intermediary between the Client and the Service Provider.

In the event that it is established that the Service Provider has followed the brief and has fulfilled its duty in terms of objective quality, scenario, or delivery, no request for a reshoot or compensation from the Client and its entities for "subjective" criteria will be admissible nor applied by Utopix Pictures.

## **Art. 9. COPYRIGHT LICENSING**

Unless expressly agreed otherwise, only a standard licence for digital use and exploitation of the Works is granted to the Client by Utopix Pictures and/or the Service Provider. Digital use and exploitation of the Works means the right to use, reproduce, publish and display the Works on the Internet, including digital platforms, social networking platforms, websites and/or applications of third parties of the Client, for the duration of the applicable legal copyright protection.

The Client undertakes to inform its collaborators, employees, managers, assignees, subcontractors, customers and other partners of the nature of the said licence. The Service Provider, its assignees and successors in title and/or Utopix Pictures shall retain title in the physical media used and the intellectual property in the Works, including any associated moral rights.

In the event of non-compliance with the conditions of this licence, either party may terminate the licence for fault of the offending party.

In the event where the physical media is separately invoiced and paid for by the Client to Utopix Pictures, title in the physical media shall be transferred to the Client. The intellectual property rights in the Works, including any moral rights, shall be retained by the Service Provider and/or its heirs or successors in title, and/or by Utopix Pictures in the event that the Work has been so assigned. Save where expressly agreed to the contrary in writing, the Client's right to exhibit, reproduce or resell the Works shall be excluded.

The Client shall receive a non-exclusive licence to use and exploit the Works created by the Service Provider for a strictly defined and specific duration, geographic zone, and purpose. The Client shall comply with all provisions of the licence.

Utopix Pictures shall transmit the Works to the Client in a high-quality format as an attachment to an e-mail or by internet transfer using the utopix.com platform or an online gallery.

The licence shall be personal and not capable of assignment.

Under no circumstances shall the Works created following the involvement of Utopix Pictures be capable of assignment to any third party, nor may they be used by any third party without the express prior written authorisation of Utopix Pictures. In any event, the Client shall be liable for any unauthorised use of the licence granted to him.

Upon request by the Client, Utopix Pictures shall negotiate with the Service Provider to obtain exclusive rights in the Works for an alternative duration, geographic zone and/or purpose. Wherever conceivable, in any form whatsoever, exclusivity shall be the subject of an additional express, written agreement. Exclusivity shall imply payment of a price for such exclusivity, at a cost distinct from the underlying rate, to be agreed between Utopix Pictures and the Service Provider.

The Client shall not infringe upon the original Works and, without prejudice to the foregoing, shall use them without amending or affecting its integrity, form, colours, or concept, including by way of the manner in which it is used.

#### **Art. 10. OBLIGATIONS OF THE PARTIES**

The obligations of Utopix Pictures shall be interpreted, first and foremost, as obligations to apply its resources and not to achieve any outcome. Consequently, Utopix Pictures shall not be held liable in the event that the Service Provider fails to fulfil its own obligations.

Utopix Pictures shall use its best efforts to deliver the Works performed by the Service Provider in accordance with the order within a period of not less than 48 (forty-eight) working hours and not more than eight (8) working days (unless the delay is due to an event occurring outside of Utopix Pictures' forecasts).

By approving an order, the Client undertakes to pay the price thereof and irrevocably agrees to enter into a purchase agreement for at least one offer issued by one of the Service Providers selected by the Client or proposed by Utopix Pictures. As soon as the purchase agreement is in force, the Client shall not contact any other supplier for the same item and, subject to verification of the objective quality of the film or photographs shot, and subject to the limitations of the warranty provided by Utopix Pictures, to receive and accept the Works performed.

The client shall refrain from using the Platform for any illegal purpose and shall immediately notify Utopix Pictures of any abuse, any infringement of any third-party intellectual property right, or any injury to any person (including without limitation by way of defamation or any abusive or insulting behaviour), any infringement of any image rights or the right to privacy, and any breach of public order or good morals (including any defence of crimes against humanity, any incitement to racial hatred or violence, or child pornography, etc.).

Accordingly, notifications may be sent to the address: [hello@utopix.com](mailto:hello@utopix.com).

Utopix Pictures shall not under any circumstances be held liable for any fault on the part of the Service Provider. In any event, Utopix Pictures shall not be held liable to the Client other than on the basis of demonstrated facts that are solely attributable to Utopix Pictures.

In the event of any non-availability or cancellation on the part of the Service Provider in respect of a commitment made to a Consumer Client, the affected Consumer Client may select one of the two following options: (i) to obtain a refund of any deposit paid and to cancel the order; or (ii). to select an alternative, available Service Provider.

#### **Art. 11. LIABILITY OF UTOPIX PICTURES**

It is expressly agreed that Utopix Pictures can in no way be held responsible for the faults



committed by the Service Provider. In any case, the responsibility of Utopix Pictures towards the Client can only be engaged for established facts that would be exclusively attributable to them.

Without prejudice to the foregoing, the liability of Utopix Pictures is expressly limited to compensation for the damage resulting directly from gross negligence or fraud committed by Utopix Pictures, and excluding any indirect damage, such as loss of profit, loss of opportunity, disruption of planning, loss of profit, loss of interest, loss of reputation, loss of clientele, loss of expected savings or damage to reputation. The liability of Utopix will in any case always be limited to an amount equal to the price of the order from which the possible damage arises.

Utopix Pictures can in no way be held responsible for any damage that is the direct or indirect consequence of force majeure.

Utopix Pictures shall use its reasonable endeavours to ensure that the Website shall remain updated and accessible to a normal number of Website users. Notwithstanding the foregoing, Utopix Pictures does not warrant that the functionality of the Website shall be available on an uninterrupted or error-free basis, that any defect shall be corrected, or that the Website and the Server provided shall be free from viruses or any other harmful elements.

Utopix Pictures moreover reserves the right to suspend or withdraw the Website, whether in whole or in part, at any time and without giving any reason or prior notice.

Utopix Pictures shall not be held liable for any loss or damage, of any kind whatsoever, arising from the suspension, interruption, (technical) disruption, slow operation, lack of accessibility and/or non-availability of the Website, whether in whole or in part, nor for any virus or other harmful element present on the Website.

Utopix Pictures undertakes to generate orders as quickly as possible provided that the Client's account on the utopix.com Platform is not locked following any misuse by the Client, provided that Utopix Pictures has not in any way contributed to or otherwise caused such lock on the account. In the event that the Client's account has been locked following any misuse by the Client or following a dispute with Utopix Pictures, Utopix Pictures shall be entitled to delay or reject the generation of such orders.

Conversely, Utopix Pictures naturally undertakes to lock access to the Client's account as quickly as possible as soon as Utopix Pictures receives written notification from the Client containing a request to lock the Client's account in such a manner, or otherwise where the request shall be addressed to Utopix Pictures by telephone and confirmed immediately by recorded delivery or e-mail with a read receipt to the following address:

- for postal correspondence, sent by recorded delivery letter, to Utopix Pictures' registered office at: Utopix Pictures SA, avenue des rossignols 5, la hulpe

- for e-mail with read receipt, to the e-mail address: [hello@utopix.com](mailto:hello@utopix.com).

Utopix Pictures' liability in the context of the performance of Clients' orders, including any poor or late delivery, shall be assessed in the accordance of the provisions of these General Terms and the legal provisions in force and applicable to such Clients.

Without this list being limitative, Utopix Pictures cannot be held responsible for any inconvenience or damage related to the use of the Platform, in particular:

- the bad transmission and/or reception of any data and/or information;

- the failure of any reception equipment or communication lines;

- any malfunction of the Internet network preventing the proper functioning of the Utopix.com Platform and/or the proper processing of orders.

#### **Art. 12. LIABILITY OF THE CLIENT**

Each Client uses the Website at his own risk. The Website, its component parts, the Platform, and all information, software, installed items, and related services are provided as-is and subject to availability and without warranty of any kind (whether express or implied) to the maximum extent permitted by law.

Utopix Pictures disclaims all responsibility in the event of any loss or damage (whether direct or indirect, material or immaterial) resulting from the use of the Website and/or its component parts, the Platform, or from any inability to use the Website or the Platform.

Utopix Pictures shall not under any circumstances be held liable by the Client for any loss or damage arising from (i) any failure of or defect in the hardware or equipment used by the Client and/or his representatives or contacts; (ii) any failure of or defect in the Client's internet connection; or (iii) any unauthorised or incompatible combination of the utopix.com platform with the hardware or equipment of the relevant Client.

The Client shall be free to choose the supplier(s) whose services he wishes to use for the information technology and electronic communications services that may be required.

Utopix Pictures shall not under any circumstances be held liable for any loss or damage caused by the chosen supplier(s) nor for any loss or damage caused by the services provided by such supplier(s) nor for any loss or damage caused by any connectivity issues.

The Parties agree that the Client and his representatives shall use the Platform in accordance with these General Terms. Utopix Pictures shall not under any circumstances be held liable for any loss or damage arising from any modifications made by the Client to the utopix.com

Platform.

The Client and his representatives shall strictly adhere to all instructions relating to access and use as well as all applicable security or safety standards. The Client shall be solely responsible for all consequences of the failure of its representatives to comply with these General Terms and any security or safety instructions.

All reasonable precautions shall be taken to ensure the security of any means of access (i.e., the username and password), to preserve their confidential and personal nature, and to prevent any risk of abuse or misuse. All necessary measures shall be taken to ensure that all means of access are not disclosed to or otherwise made available to any third party, and to ensure that they are stored such that they cannot be accessed by any third party. The Client shall memorise the password and shall not store it in any written format whatsoever. Any loss or theft of any means of access, or any other situation giving rise to a risk of abuse or misuse thereof, shall be notified to Utopix Pictures immediately.

The Client is entirely and exclusively responsible for the content and the integrity of any files uploaded onto the Platform.

The Client and its representatives are strictly prohibited from creating "hypertext links" to the utopix.com Platform other than with the prior, written and express consent of Utopix Pictures. Notwithstanding the foregoing, the Client and its representatives are permitted to save the utopix.com Website in their respective "bookmarks" or "Favourites."

### **Art. 13. INTELLECTUAL PROPERTY**

The "Utopix Pictures" trademark, the company name "Utopix Pictures SA" (or in Dutch "Utopix Pictures BVBA" and in English "Utopix Pictures Ltd"), verbal and graphical trademarks owned by Utopix Pictures, the Website, its components (including brands, logos, graphics, photographs, animations, videos, music, text, etc.), the domain name and documents (general documents, these General Terms, contract models, order forms, and client charters, etc.) used by Utopix Pictures are the sole and exclusive property of Utopix Pictures.

By placing an order with Utopix Pictures and notwithstanding any provision to the contrary, the Client agrees that Utopix Pictures may reproduce, use, adapt, alter or exploit the work that has been done, provided that the image and reputation of the people represented is not harmed,

(i) for the purpose of promoting the activities of Utopix Pictures and to highlight its references to Clients and Prospects, whatever the medium or format used by Utopix Pictures, without financial or other consideration of any kind. This right will include the right to include the Works in the portfolio of Utopix Pictures, the right to use the name and trademark of the Client, and to carry out studies including the Works, which may be published on any medium; and

(ii) for the purpose of reproducing, using, adapting, altering or exploiting the Works in order to carry out tests, analyses or other studies of artificial intelligence, to improve processing algorithms, image recognition, and any image processing system likely to improve the processing, management or other techniques of Utopix Pictures (in the context of the delivery of the order or for internal purposes).

#### **Art. 14. DATA PROTECTION**

##### Utopix Pictures as data controller

The processing by Utopix Pictures of personal data concerning the (potential) Client and/or its staff will be done in accordance with the provisions of Utopix Pictures' Data Protection Policy. In this case, Utopix Pictures acts as the data controller.

This Data Protection Policy includes information on the personal data collected by Utopix Pictures, as well as on the way Utopix Pictures uses and processes this personal data. Utopix Pictures Data Protection Policy is available on the Website and should be read in conjunction with the Cookie Policy.

By ordering services or by entering into a contract with Utopix Pictures, the Client acknowledges having read the Data Protection Policy and having accepted it.

##### Utopix Pictures as a data subcontractor

The definitions of "Personal Data", "Controller", and "Processing" have the same meaning as in Regulation (EU) 2016/679 and Directive 2002/58/EC, and in any regulation or legislation amending or replacing them (collectively, the "Data Protection Legislation").

The parties agree that the Works ordered by the Client (and possibly the Client's database) may contain Personal Data, for which the Client is the Data Controller. This data will be processed by Utopix Pictures and by the Service Provider according to the Client's instructions, by its use of the Services or for any other reason related to the execution of the Contract.

Without prejudice to the image rights below, the Client will make sure to obtain, if necessary, the consent of the people concerned to the processing of their personal data as provided for by the Client and by the Contract, and will inform them of their rights (right to information, right of access, right of deletion, etc.). The Client will immediately notify Utopix Pictures and the Service Provider of the exercise of such rights by any person concerned. The Client will indemnify Utopix Pictures and the Service Provider from any claim by a third party under the GDPR.

The processing of Personal Data contained in the Works will be carried out in accordance with the Data Protection Legislation. In particular, Utopix Pictures undertakes to:

- a) Process the Personal Data only when and as requested by the Client, and for the purpose of performing one of the Services of the Contract;
- b) Ensure that all Utopix Pictures employees authorised to process Personal Data are subject

to a duty of confidentiality;

c) Implement and maintain appropriate technical and organisational security measures to protect the Personal Data from unauthorised or illegal processing, and from accidental loss, destruction, damage, theft, alteration or disclosure;

d) Promptly transmit to the Client any request related to Personal Data that is submitted to Utopix Pictures regarding the Client's database;

e) Inform the Client as soon as it becomes aware of and confirms any unauthorised, accidental or illegal processing, access or disclosure of Personal Data;

f) Notify the Client when Utopix Pictures considers the Client's processing instructions to be contrary to the Data Protection Legislation,;

g) Provide the Client with any information necessary to demonstrate compliance with Data Protection Legislation, reasonably permit audits, including inspections, conducted or commissioned by the Client for this purpose;

h) Permanently delete any copy of the Client's database or Personal Data contained in the Works ordered by the Client in the possession of Utopix Pictures, or return such data, at the Client's option, the first time the Client requests this after termination of the Agreement;

Concerning points (d) to (f), the Client undertakes to provide Utopix Pictures with valid contact information for the Client's Data Protection Officer.

The Client agrees and accepts that in order to provide the Services, Utopix Pictures may use third party service providers (Subcontractors) to process Personal Data. Utopix Pictures undertakes to use such Subcontractors only in accordance with the Data Protection Legislation. This use will be covered by a contract between Utopix Pictures and the Subcontractor who will offer all the necessary guarantees to this effect.

It is expressly agreed by the Client that Utopix Pictures may store and process at its sole discretion aggregated Personal Data (i.e. on an anonymous basis) in order to analyse, measure and study (or even communicate) it, in order to continuously improve the quality of its services.

## **Art. 15. IMAGE RIGHTS**

Before the Service is carried out and for the purposes of use and exploitation of any Work under this Agreement (in particular Articles 9 and 13), the Client guarantees Utopix Pictures and the Service Provider concerned :

- that it will have obtained and will keep the necessary authorisation from the people whose image is presented in the Work, in accordance with the applicable law ;
- that it will proceed with any payment that may be necessary to obtain and keep the said authorisations.

The above also applies to the necessary authorisations relating to premises and property. The Client will provide a copy of these authorisations when requested by Utopix Pictures SA, which may delay the execution of a Service or the delivery of an order if there is a delay in

providing these copies. The Client will indemnify Utopix Pictures and the Service Provider concerned from any claims by third parties in this respect.

For any other purpose other than private use, such as promotion, advertising, or where the Work is used outside its original Context, the Client shall seek specific prior written authorisation from Utopix Pictures of the third parties depicted in such Work in advance of the publication of the Work.

The Client shall therefore obtain specific authorisation of the persons depicted in the even that the document is designed to illustrate sensitive subjects, such as family life, sexual preferences, membership of a racial or ethnic group, membership of a region, political organisation or trade union, legal status, any stigmatised status, or the practice of a profession that is subject to ethical rules.

To this end, the Client shall provide to Utopix Pictures evidence of the final layout, the caption, and the text being illustrated. In the absence of such express, written authorisation from the third parties so depicted prior to publication of the Work, the Client shall render the persons so depicted unidentifiable (e.g., by blocking out or pixelating their images). Notwithstanding any general authorisation resulting from custom and practice, the Client shall be responsible for obtaining the express, specific written authorisation in advance of publication from the person depicted or his agent, in the case of a public personality such as an athlete, actor or politician and/or in the case of a photograph that is posed or otherwise shot in a private context.

#### **Art. 16. VALIDITY OF CONTRACTUAL TERMS**

No failure by Utopix Pictures to assert any right under any provision of these General Terms at any time shall be interpreted as a resulting waiver of any right to assert any future claim.

The fact that any provision is held to be void, invalid or unenforceable, whether in whole or in part, shall not affect the validity or enforceability of the remaining provisions of these General Terms. The provision held to be void, invalid or unenforceable shall be deemed never to have existed. Utopix Pictures undertakes to substitute an alternative provision in its place to perform, as far as is practicable, the same function as the removed provision.

#### **Art. 17. POINTS OF CONTACT**

Save where otherwise agreed, all notices and in general, any communications relating to an order placed with Utopix Pictures shall be given in writing or by electronic mail, with any acknowledgement of receipt serving as absolute proof, to the postal or electronic mailboxes of the relevant parties. Utopix Pictures' contact details are as follows:

Utopix Pictures SA  
Avenue des rossignols 5  
1310 La hulpe (Belgium)

+32 (0)470 530 820  
[hello@utopix.com](mailto:hello@utopix.com)

#### **Art.18. CLAIMS, COMPLAINTS AND DISPUTES**

Any claim made by the Client shall be notified in writing within seven (7) calendar days from becoming aware of the circumstances giving rise to the claim, failing which, it shall not be valid.

Any failure by the Client to provide written notification in accordance with the rules set out above shall constitute the unconditional acceptance, without reservation, of the facts giving rise to the claim and by default an irreversible waiver of any head of claim thereby arising. Under no circumstances shall any dispute by the Client give rise to any entitlement to suspend payment, whether in whole or in part, of any undisputed sums due.

Any such claim may be brought, at the Client's election:

- By e-mail: [hello@utopix.com](mailto:hello@utopix.com); or
- By recorded delivery letter to: Utopix Pictures, Avenue des rosignols 5, La hulpe

#### **Art. 19. MULTIPLE LANGUAGE VERSIONS**

The original version of these General Terms is drafted in the French language. Except where the Parties agree to the contrary, any conflict between any translation into any other language and the original version shall be resolved in the favour of the original version.

#### **Art. 20. RIGHT OF WITHDRAWAL**

In accordance with Articles VI.47 and VI.53 of the Economic Law Code, any Consumer Client shall have the option to withdraw from the contract, without giving a reason, for a period of fourteen (14) days from the day on which the contract is entered into, which shall be the earliest of: (i.) the date of signature of on which the order form is signed or, where applicable, of the contract; or (ii). payment of the deposit.

To assert a right to withdraw, the Consumer Client shall notify Utopix Pictures, prior to the expiry of the period referenced above, of his decision to withdraw from the contract by way of a clear and unambiguous statement. The Consumer Client may do so either by:

- Using the template form available on the Website; or
- Making a clear and unambiguous statement of the decision to withdraw by e-mail to the following address: [hello@utopix.com](mailto:hello@utopix.com) or by letter to the following address: Avenue des rosignols 5, la Hulpe 1310

Utopix Pictures shall refund all payments received from the Consumer Client without undue delay and in any event within fourteen (14) days from the day on which Utopix Pictures is notified of the Consumer Client's decision to withdraw. Save where expressly requested otherwise, such refund shall be made using the same payment method as that used for the

initial payment and shall not give rise to any additional fees.

In the event that the provision of the Services has commenced, the Consumer Client shall pay an amount to Utopix Pictures in proportion to the amount of the Services provided as at the time when the Consumer Client notifies Utopix Pictures of the exercise of the right to withdraw from all services specified in the order form. The proportional amount to be paid by the Consumer Client to Utopix Picture shall be calculated on the basis of the total price specified in the order form.

The Consumer Client shall not be entitled to withdraw in the event that the Services have been performed in full.

#### **Art. 21. APPLICABLE LAW AND JURISDICTION**

These General Terms are subject to Belgian law to the fullest extent permitted by applicable rules of private international law.

In the event of any dispute as to the validity, application, interpretation or execution of these General Terms, the jurisdiction and the court circuit of Brussels (Belgium) shall have the exclusive jurisdiction to the fullest extent permitted by the applicable rules of private international law.

Before taking any steps with a view to resolving any dispute through the courts, the Client undertakes to attempt to resolve such dispute amicably by contacting Utopix Pictures directly, and shall thereafter attempt to resolve the dispute by way of mediation by making use of the services of a commercial mediator who is authorised by the Belgian Federal Public Justice Service before resorting to arbitration, litigation, or any other form of dispute resolution.