General terms and conditions IDEA

Article 1 Applicability of general terms and conditions
1.1   These General Terms and Conditions apply to every offer, tender and agreement between the Contractor and the Client.
1.2   If a provision of the General Terms and Conditions proves to be null and void or is annulled, this does not affect the validity of the other provisions. In that case, the parties will substitute a provision for the void or annulled provision that corresponds as closely as possible with the intention of the parties.
1.3   The applicability of the Client's General Terms and Conditions is expressly rejected.

Article 2 Tender, information and engagement of third parties
2.1   All offers, quotations, cost estimates, etc. of the Contractor are without obligation, unless the Contractor has indicated otherwise in writing.
2.2   All advice, information and/or specifications provided by the Contractor are without obligation and are always approximate, unless explicitly stated otherwise in writing. Follow-up thereof is at the expense and risk of the Client.
2.3   The Contractor is entitled to engage third parties for the execution of the assignment.

Article 3 Obligations of the Client
3.1   Unless otherwise agreed in writing, the Client will, at their own expense, ensure sufficient measures to guarantee safety at the location where the assignment is carried out (including but not limited to the safety for artists, employees and visitors). If agreements have already been made about the aforementioned measures, the Contractor is nevertheless entitled to impose additional requirements at any time, if changed circumstances so require.
3.2   The Client is obliged to provide the Contractor with all information which it knows or which it should have known that it is necessary for the execution of the assignment in a timely manner. The Client guarantees the correctness and completeness of the information it provides.
3.3   The Client is responsible for the payment of the fees due to the use of (intellectual) property rights of third parties (including but not limited to 'Buma rights').
3.4   Unless otherwise agreed in writing, the Client is responsible for the required permission from third parties and/or permits, as well as research into this.
3.5   The Client is responsible for the actions and omissions of the third parties it engages and/or invites who are involved in the assignment, such as (but not limited to) participants and visitors to an event.

Article 4 Liability of the Contractor without IDEA event insurance
4.0   This article applies if the Contractor and the Client have not agreed in writing that an IDEA event insurance is taken out with No Risk.
4.1   The Client is not entitled to any compensation if the damage is (partly) caused by the Client not having complied with its obligations under the Agreement and/or these General Terms and Conditions.
4.2   The Client and/or Contractor do not take out IDEA event insurance with No Risk. The Client must ensure sufficient insurance for the event or bear the risk itself.
4.3   The Contractor is not liable for damage, unless: (i) this damage is covered by its general liability insurance (up to a maximum of the amount paid out by its insurance plus the deductible), or (ii) there is intent or gross negligence on the part of the Contractor or one of its managers.

IDEA
Bisonspoor 3002-B509   www.ideaonline.nl   +31 348 753743   BTW NL810914554B01
3605 LT Maarssen   info@ideaonline.nl   KVK 27251923   IBAN NL44RABO0163611394

livecom alliance.eu — member of

4.4   The Contractor's liability for uninsured damage is in all cases limited to only direct damage with a maximum of € 25,OOO unless there is intent or gross negligence on the part of the Contractor or one of its managers.

4.5   The Contractor is neither responsible nor liable for the attendance of the participants or visitors of the event in question.

4.6   All rights of action and other powers, for whatever reason, that the Client has vis-à-vis the Contractor must be received within 12 months of the moment at which the Client became aware of this or reasonably had knowledge of this, in writing by the Contractor, failing which these will lapse.

4.7   The Client indemnifies the Contractor against claims from third parties (including but not limited to participants and visitors) who suffer damage in connection with the execution of the assignment.

4.8   The Contractor is not liable for damage to goods made available to it by the Client. The Client will provide a proper insurance.

Article 5 Liability of the Contractor with IDEA event insurance

5.O   This article applies if the Contractor and the Client have agreed in writing that an IDEA event insurance will be taken out with No Risk.

5.1   The Client is not entitled to any compensation if the damage is (partly) caused by the Client not complying with its obligations under the Agreement and/or these General Terms and Conditions.

5.2   The Client and/or Contractor, as insured party/parties, take out the IDEA event insurance with No Risk with both the Client and the Contractor as the beneficiary.

5.3   The Contractor is not liable for damage that is not covered by the IDEA event insurance, unless: (i) this damage is covered by its liability insurance (up to a maximum of the amount paid out by its insurance plus the excess), or (ii) there is intent or gross negligence on the part of the Contractor or one of its managers.

5.4   The Contractor's liability for uninsured damage is in all cases limited to only direct damage with a maximum of € 25,OOO, unless there is intent or gross negligence on the part of the Contractor or one of its managers.

5.5   The Contractor is neither responsible nor liable for the attendance of the participants or visitors of the event in question.

5. 6   All rights of action and other powers, for whatever reason, that the Client has vis-à-vis the Contractor must be received within 12 months of the moment at which the Client became aware of this or reasonably had knowledge of this, in writing by the Contractor, failing which these will lapse.

Article 6 Confidentiality

6.1   The Client and the Contractor shall treat all confidential information received from the other party with strict confidentiality. They shall in no event share this information with third parties without the prior written consent of the other party.

6.2   Confidential information shall mean all information that has been designated as confidential, as well as all information which one knew, or could reasonably have known, should be regarded as confidential. This includes, in any case, the Contractor's creative concepts.

6.3   At the first request of the other party, a party shall immediately return all confidential information to that party, without retaining any copy thereof.

Article 7 Complaints
All complaints must be submitted in writing to the Contractor within 30 days after these have become known or could have become known, under penalty of forfeiture.

Article 8 Force Majeure
8.1   If compliance with the Agreement can no longer reasonably be required, or no longer to the full extent, due to circumstances that are not attributable to the Contractor or the Client, there is force majeure. Force majeure applies, among other things, in the event of (i) extreme weather, (ii) withdrawal of permits, (iii) national mourning, etc.
8.2   In the event of force majeure, the Client and the Contractor will examine in mutual consultation and in all fairness whether the Agreement can be adapted to the new situation, e.g. by changing and/or rescheduling the event. Cost reductions and/or cost increases as a result of the aforementioned adjustments are entirely at the expense and risk of the Client.
8.3   If adjustment (as referred to in 7.2) is not possible, both the Client and the Contractor are entitled to dissolve the Agreement due to force majeure, on the understanding that in both cases the Contractor will continue to be entitled to the full agreed contract fee, minus all cost reductions and plus all cost increases as a result of this dissolution.
8.4   The Contractor is never liable for force majeure situations.
8.5   The Client must take out insurance against the financial risks of this Article, failing which these risks are at the expense and risk of the Client.

Article 9 Price, payment and cancellation
9.1   The agreed price (contract fee) is exclusive of VAT and any other government levies, unless otherwise agreed in writing.
9.2   The Client is obliged at any time at the Contractor's first request to provide security for the payment of all that it owes.
9.3   Unless expressly agreed otherwise in writing, payment must be made within the payment term as stated on the invoice. The payment term is a deadline. The Client is not entitled to suspend or offset any payment.
9.4   The Client is entitled to cancel the assignment only in writing. The Client must then pay the following costs to the Contractor, in the event of cancellation:
a) in the period between 12 and 9 months before the starting moment, 10% of the full contract fee (as it applies at the time of cancellation);
b) in the period between 9 and 6 months before the starting moment, 25% of the full contract fee (as it applies at the time of cancellation);
c) in the period between 6 and 3 months before the starting moment, 50% of the full contract fee (as it applies at the time of cancellation);
d) in the period between 3 and 2 months before the starting moment, 75% of the full contract fee (as it applies at the time of cancellation);
e) in the period between 2 and 1 months before the starting moment, 85% of the full contract fee (as it applies at the time of cancellation) and
f) in the period between 1 month before the starting moment and the starting moment itself, 100% of the full contract fee (as it applies at the time of cancellation). The contract fee amounts to the contract fee included in the Agreement plus subsequently agreed changes.
9.5   If, at the time of the cancellation, the Contractor's damage exceeds the aforementioned cancellation fee, the Client must compensate the Contractor for the actual damage.

Article 10 Intellectual property rights

10.1   The Contractor is, or else will become the exclusive party entitled to all existing and future intellectual property rights (including but not limited to copyright) vested in or arising from works (in whatever form, including but not limited to elaborated ideas, proposals, designs and concepts) that the Contractor develops and/or has developed or has had developed in the context of the assignment. The Client obtains a right of use for the duration of the assignment.

10.2   The Client guarantees to respect the intellectual property rights of third parties. If the Contractor infringes the intellectual property rights of third parties as a result of actions and/or omissions of the Client, the Client will indemnify the Contractor, the Contractor's employees and/or third parties engaged by the Contractor on the first request.

10.3   By making materials or works of whatever nature available to the Contractor in the context of the assignment, the Client grants unconditional permission to the Contractor to use these materials and works in any way whatsoever, insofar as this is reasonably required for the proper execution of the assignment.

10.4   The Client and third parties that form part of the assignment are entitled to make sound, photo and/or image recordings of the assignment, unless the Contractor has explicitly stipulated otherwise in writing. The sound, photo and/or image recordings may not be used by the Client and third parties forming part of the assignment in internal and external communications without the Contractor's prior written permission.

Article 11 Use of AI and Digital Tools

11.1   In performing its services, the Contractor makes use of various digital tools, including applications of artificial intelligence ("AI"), such as language models and image generation tools. In this context, client information, including but not limited to briefings and project documentation, may be processed.

11.2   The Contractor shall only use paid and/or secured AI tools and shall make every effort to ensure that client data is handled with care.

11.3   The Client acknowledges that the Contractor cannot guarantee that images, texts, or other output generated by AI are entirely free of third-party rights (such as copyrights or trademark rights). The Client indemnifies the Contractor against claims from third parties in connection with such use, except in cases of intent or gross negligence on the part of the Contractor.

11.4   The Contractor's rates and quotations are based on the working methods and tools employed at that time, including AI tools. If the Client requests that such tools not be used, the Contractor reserves the right to adjust its rates and/or timelines accordingly.

11.5   The Contractor shall not be liable for damages resulting from security incidents, hacks, or deficiencies in AI tools provided by carefully selected third parties, except in cases of intent or gross negligence on the part of the Contractor.

Article 12 Applicable law and competent court

All legal relationships between the Contractor and the Client are governed exclusively by Dutch law. The district court in which (the registered office of) the Contractor is located, has exclusive jurisdiction to hear disputes between the parties, unless mandatory legal provisions dictate otherwise.

Article 13 Processing of personal data

13.1   If the Contractor processes personal data on behalf of the Client in the execution of the Agreement, the following conditions also apply.

13.2   The terms used in these Terms and Conditions have the meaning that the General Data Protection Regulation (hereinafter: "GDPR") has assigned to them or that the legal system gives to them.

13.3   When processing personal data, the Client can be regarded as the controller or, if the Client processes the personal data on behalf of a third party, as a processor. The Contractor fulfils the role of processor or sub-processor (depending on the capacity in which the Client processes the personal data).

Article 14 Purposes of the processing

14.1   The Contractor will only allow the processing of personal data to take place in the context of the execution of the Agreement, plus those purposes that are reasonably related to this or that are determined with the consent of the person concerned.

14.2   Under the Agreement, the Contractor will process all personal data of all categories of data subjects that are stored during the execution of the Agreement, or that are provided to the Contractor in another way for processing. If special personal data are processed, the Client must report this to the Contractor in advance and the Parties will assess in consultation whether additional measures should be taken in this context.

14.3   The Contractor has no control over the purpose and means for the processing of personal data. The Contractor does not make independent decisions about the receipt and use of the personal data, the provision to third parties and the duration of the storage.

14.4   The Client guarantees that, to the extent required by the GDPR, it will keep a data processing register. The Client indemnifies the Contractor against all liabilities and claims related to non-compliance or incorrect compliance with this registration obligation.

Article 15 Division of responsibility

15.1   Processing of personal data, including in any case but not limited to the collection of personal data by the Client, processing for purposes that have not been reported by the Client to the Contractor, processing by third parties or for other purposes, is not the responsibility of the Contractor.

15.2   The Client guarantees that the content, use and order to process personal data are not unlawful and do not infringe any right of third parties. Clients indemnify the Contractor against all third-party claims arising from the Client's failure to comply with the aforementioned guarantee.

15.3   The Client's obligations arising from these terms and conditions also apply to those who process personal data under the authority of the Client, such as employees or third parties engaged by them.

Article 16 Transfer of personal data

16.1   The Contractor processes personal data in countries within the European Economic Area. The Client authorises the Contractor to process personal data in countries outside the European Economic Area, with due observance of the applicable laws and regulations.

16.2   The Contractor will inform the Client, upon request, to which country or countries the personal data will be transferred.

Article 17 Engagement of sub-processors
17.1   The Client hereby authorises the Contractor to engage sub-processors in the context of the Agreement and the personal data processing included in these General Terms and Conditions. The Contractor will inform the Client, upon request, about which sub-processors it engages.
17.2   If the Contractor intends to engage new sub-processors for the processing of personal data, the Contractor will inform the Client about this in advance. The Client then has two weeks to submit a written objection to this intention. If the Client does not object within the aforementioned period of two weeks, the Client will be deemed to agree to it.
17.3   The Client will not withhold its consent to engage other sub-processors on unreasonable grounds whereby the Contractor undertakes to impose on the sub-processor at least the same obligations with regard to the personal data processing as those agreed between the Client and the Contractor .

Article 18 Requests from parties involved
        If a party involved directly addresses a request about his personal data to the Contractor, the Contractor will forward the request to the Client within a reasonable period of time. The Contractor may inform the party concerned of this.
        The Contractor will answer the party involved directly if the Contractor is legally obliged to do so or if the Contractor has an independent responsibility in this regard under the GDPR.
        The Contractor is entitled to charge the Client for the costs of responding to requests from those involved.

In case there should prove to be a discrepancy between the content of the various language versions of these General Terms and Conditions, the text of the version in the language of the Netherlands shall prevail over the translated versions.

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