

GENERAL TERMS AND CONDITIONS

First Draft Media VOF – May 2025

Content

ARTICLE 1 DEFINITIONS	1
ARTICLE 2 APPLICABILITY	1
ARTICLE 3 OFFER	2
ARTICLE 4 RATES AND PAYMENTS	2
ARTICLE 5 PROVISION OF INFORMATION	2
ARTICLE 6 EXECUTION OF THE AGREEMENT	3
ARTICLE 7 DURATION AND CANCELLATION	3
ARTICLE 8 CHANGES	3
ARTICLE 9 FORCE MAJEURE	3
ARTICLE 10 LIABILITY FOR DAMAGES	4
ARTICLE 11 INTELLECTUAL PROPERTY	4
ARTICLE 12 CONFIDENTIALITY	4
ARTICLE 13 COMPLAINTS	5
ARTICLE 14 DISPUTE RESOLUTION	5
ARTICLE 15 SPECIAL PROVISIONS	5

ARTICLE 1 DEFINITIONS

1. First Draft Media V.O.F., established in Maarssen, The Netherlands, Chamber of Commerce number 796591773, is referred to in these general terms and conditions as First Draft Media.
2. The counterparty is referred to in these general terms and conditions as client.
3. The term party or parties refers to First Draft Media and/or the client.
4. The agreement refers to the assignment agreement under which First Draft Media performs work for the client or offers services to the client in return for payment and to which the general terms and conditions have been declared applicable.
5. Where the term timely is used, it means within the deadline with the granting of an extension.

ARTICLE 2 APPLICABILITY

1. This document is an English translation of the original Dutch version of the General Terms and Conditions. While every effort has been made to provide an accurate and clear translation, the Dutch version remains the legally binding document in case of discrepancies or differences in interpretation.
2. These terms and conditions apply to all quotations, activities, agreements, projects and delivery of services and products by or on behalf of First Draft Media to which it has declared these terms and conditions applicable, insofar as these terms and conditions have not been explicitly deviated from in writing.
3. The terms and conditions also apply to actions of third parties engaged by First Draft Media in the context of the assignment.
4. The most recently sent version of these general terms and conditions always applies. First Draft Media is entitled to unilaterally amend the general terms and conditions if it deems this necessary. In such a case, it will send a new version of the general terms and conditions. If the new version contains a substantial change that has adverse consequences for the client, the client has the right to terminate the agreement.

5. The applicability of the client's general terms and conditions is expressly rejected.
6. If one or more provisions in these general terms and conditions are at any time wholly or partially void or annulled, the remaining provisions of these general terms and conditions shall remain fully applicable.

ARTICLE 3 OFFER

1. First Draft Media cannot be held to its offer if the client could reasonably have understood that the offer, or part thereof, contained an obvious mistake or clerical error.
2. An offer does not automatically apply to follow-up assignments.

ARTICLE 4 RATES AND PAYMENTS

1. The agreement is entered into for an indefinite period, unless otherwise arises from the nature of the agreement/quotation or unless parties explicitly and in writing agree otherwise.
2. The rates stated in the offer are exclusive of VAT.
3. Work not included in the package as stated in the offer may be purchased at an additional cost. See also Article 8 of these general terms and conditions.
4. First Draft Media invoices in advance, unless agreed otherwise, by direct debit per quarter. First Draft Media has the right to suspend work or services until a (subsequent) payment has been made.
5. The rates agreed upon at the time of entering into the agreement are based on the price level applicable at that time. First Draft Media has the right to adjust the fees at any time when changed circumstances require it. If First Draft Media changes the rates during the term of a package, the client is entitled to terminate the agreement.
6. Invoices are collected within 14 calendar days of the invoice date, unless the parties have made other arrangements in writing.
7. If the client fails to pay an invoice on time, if a direct debit cannot be collected, if a direct debit is withdrawn without valid reason or if a payment is reversed, the client is in default by operation of law after the one-time sending of a reminder or notice of default and owes statutory interest. The interest on the due amount will be calculated from the moment the client is in default until the moment of full payment of the amount due.
8. If the client is in default or breach of fulfilling their obligations, all reasonable costs incurred to obtain satisfaction out of court shall be borne by the client.
9. If the client fails to pay on time, access to systems or services will be denied and the payment obligation remains in force.
10. In the event of liquidation, bankruptcy, attachment or suspension of payment of the client, the claims of First Draft Media against the client become immediately due and payable and any granted licenses shall immediately expire.

ARTICLE 5 PROVISION OF INFORMATION

1. The client shall provide all information relevant to the execution of the assignment to First Draft Media in a timely manner.
2. The client guarantees the accuracy, completeness and reliability of the data provided, even if it originates from third parties. First Draft Media will treat the data confidentially.
3. The client indemnifies First Draft Media against any damage resulting from failure to comply with the provisions of this article.

ARTICLE 6 EXECUTION OF THE AGREEMENT

1. First Draft Media shall perform the chosen assignment to the best of its knowledge and ability. It is not liable for failing to achieve the result the client intended.
2. Advice can only be given under the condition that all necessary information for providing the advice is correctly and fully supplied and no information is withheld.
3. First Draft Media has the right to have work performed by third parties. It will inform the client of this in writing.
4. First Draft Media applies a fair use policy for asking questions. For some questions, First Draft Media may refer the client to previously written articles.
5. The services of First Draft Media, including documentation provided by First Draft Media, are provided in the English language. First Draft Media cannot be held responsible for errors resulting from miscommunication or translations used by the client.

ARTICLE 7 DURATION AND CANCELLATION

1. The use of ICT services by the client is, in principle and unless otherwise stated, done for a full calendar year or a calendar month. Early cancellation in such cases does not entitle one to a refund.
2. First Draft Media is entitled to modify, expand, remove or change functionalities. This may mean that certain functionalities are no longer available at a certain time, or that First Draft Media no longer works on certain operating systems or (mobile) devices. This does not automatically entitle the client to a refund of the amount already paid, nor (a portion of) outstanding claims or future installments.
3. First Draft Media is at all times entitled to terminate the agreement if such termination is justified by the emergence of new or changed circumstances that make continuation of the agreement undesirable or impossible. In that case, a proportional refund will be made for the time during which First Draft Media no longer provides the service.
4. Articles which by their nature are intended to remain in force after the end of the agreement remain in full force after termination of the agreement.

ARTICLE 8 CHANGES

1. The client accepts that the schedule of the agreement may be affected if the scope of the agreement is expanded and/or changed in the interim. If the interim change affects the agreed fee or pricing, First Draft Media will inform the client as soon as possible.
2. If, due to a change in the assignment as a result of additional requests or wishes of the client, First Draft Media has to perform additional work (additional work), this work will be charged to the client based on subsequent calculation at the rates customary at that time, unless explicitly agreed otherwise in writing.
3. First Draft Media is entitled to carry out this additional work without (prior) written permission from the client, provided the costs of this additional work do not exceed ten percent (10%) of the originally agreed total fee.
4. If the costs for additional work exceed ten percent (10%), First Draft Media will inform the client. The parties will then discuss the measures to be taken in mutual consultation.

ARTICLE 9 FORCE MAJEURE

1. In the event of force majeure, the parties are entitled to interrupt or reschedule the agreement. Force majeure includes situations where the execution of the agreement is, temporarily or otherwise, prevented by circumstances beyond the reasonable control of the parties, such as illness, a pandemic, accidents, fire or government measures.
2. If a situation as described in the first paragraph of this article occurs, or other circumstances arise that temporarily prevent the agreement from being continued, obligations are suspended as long as the parties

cannot fulfill their obligations. In such a situation, the parties will jointly seek a solution. If this situation lasts for at least 30 calendar days without a suitable solution, both parties have the right to terminate the agreement in writing without undoing. Costs incurred and hours worked up to that point become immediately due and payable.

ARTICLE 10 LIABILITY FOR DAMAGES

1. First Draft Media is only liable for damage suffered by the client as a direct result of shortcomings by First Draft Media or its employees, if and insofar as these shortcomings could have been avoided under normal circumstances with normal expertise and by exercising normal attentiveness and professional practice, with the exception of the provisions mentioned in the remainder of this article.
2. First Draft Media is not liable for damage resulting from relying on incorrect or incomplete information provided by or on behalf of the client.
3. First Draft Media is not liable for any consequences of electronic communication, including but not limited to non-delivery, data corruption, manipulation, interception by third parties or the transmission of viruses.
4. The client remains at all times responsible for the application or execution of knowledge or actions acquired during the agreement. Decisions made based on advice from First Draft Media are entirely the client's responsibility.
5. In the event that First Draft Media is liable to pay damages to the client for causing direct damage, the damage shall not exceed the amount paid out by the liability insurance, or, if not applicable or no payment is made, the amount paid by the client in the relevant calendar year.
6. The client indemnifies First Draft Media against all claims from third parties related to the services and products provided by First Draft Media.

ARTICLE 11 INTELLECTUAL PROPERTY

1. The intellectual property rights to the knowledge, services and other content and documentation made available by First Draft Media to the client during the term of the agreement, unless specifically stated otherwise, rest with First Draft Media and/or its licensors. The client is expressly not permitted to reproduce, disclose, or make the materials and documentation and media available to third parties without prior consent.
2. Any action in violation of the provisions of this article is considered an infringement of copyright.
3. In case of infringement, First Draft Media is entitled to compensation amounting to at least three times the fee it usually charges for such use, without waiving any rights to claim additional damages suffered.

ARTICLE 12 CONFIDENTIALITY

1. The parties shall treat all information obtained from each other in any form—written, oral, electronic, or tangible—including but not limited to software, (source) code, programs, applications, client data, know-how, technical specifications, and documentation—as strictly confidential and shall keep it secret.
2. The parties shall use the confidential information only for the purposes for which it was provided and shall observe at least the same duty of care and safeguards as apply to their own internal confidential information. The parties shall only provide the confidential information to employees insofar as necessary within the framework of (execution of) the agreement.
3. The obligations of confidentiality do not apply insofar as the receiving party can demonstrate that the information:
 - a. was already known to them at the time of receipt;
 - b. was already publicly known at the time of receipt;
 - c. became publicly known after receipt without this being attributable to the receiving party;
 - d. was lawfully obtained from a third party along with the right to disclose it free from any obligation of confidentiality;

- e. must be provided on the basis of legislation or a court order, and the disclosing party has informed the other party of such mandatory disclosure;
 - f. was disclosed with the approval of the disclosing party.
- 4. This obligation does not apply to the extent that First Draft Media has a legal or professional obligation to disclose, including obligations arising from the Prevention of Money Laundering and Financing of Terrorism Act.

ARTICLE 13 COMPLAINTS

- 1. The client is obliged to submit complaints about quotations, invoices and/or the delivered services in writing and with motivation to First Draft Media within 14 calendar days after the complaint arose. It aims to respond to complaints within 14 calendar days.
- 2. First Draft Media must be given the opportunity to remedy a defect.
- 3. Filing a complaint does not suspend the payment obligation.

ARTICLE 14 DISPUTE RESOLUTION

- 1. These general terms and conditions are governed by Dutch law.
- 2. The client is free to follow the disciplinary proceedings process. Parties will only appeal to the court after they have made every effort to resolve a dispute by mutual agreement.
- 3. Disputes will only be settled in the district in which First Draft Media is established, unless a statutory provision prescribes otherwise.

ARTICLE 15 SPECIAL PROVISIONS

- 1. The rights and obligations arising from the agreement/assignment may only be (sub)licensed and/or transferred to third parties by the parties if the other party agrees in writing.

Do you have questions about these terms?
Contact us at contact@firstdraft.media.