

Pixeled • General Terms and Conditions

Contractor	Pixeled, the sole proprietorship of R.R.J. Delil
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These general terms and conditions apply to all offers, quotations, and agreements under which Pixeled provides consultancy, development, photography, or other services and products to business clients. Pixeled is referred to as "Pixeled" and the other party as the "client".

Article 1 – Applicability

1.1 These terms apply to all offers, quotations, assignments, and agreements under which Pixeled provides services or products to the client, and to all legal relationships arising from or connected with them.

1.2 These terms do not apply to the use of Pixeled's online consumer products, such as Convecho and judge.photo. Those products are governed exclusively by their own terms of use and privacy policy.

1.3 The parties record the performance to be delivered by each side, including the price, the payment method, and what is and is not included in the price. Deviation from these terms is only possible expressly and in writing; otherwise they apply in full.

1.4 The applicability of the client's purchasing or other terms is expressly rejected.

1.5 Where Pixeled makes third-party products or services available (such as licences, cloud services, or AI services), the terms of that third party govern those products or services, provided Pixeled has declared those terms applicable and the client has reasonably been able to take note of them. Provisions in these terms that deviate from them do not apply to those products or services.

1.6 If any provision of these terms is void or voided, the remaining provisions remain in full force. The parties will replace the affected provision, in consultation, with a valid provision that approximates its intent as closely as possible.

Article 2 – Quotations and formation

2.1 All offers and quotations from Pixeled are without obligation and valid for thirty days, unless stated otherwise in writing.

2.2 The client warrants that the information provided by the client, or by another on the client's behalf, on which Pixeled bases its offer, is correct and complete, obvious clerical errors excepted.

2.3 An agreement is formed when the client accepts an offer or quotation in writing or electronically, or when Pixeled begins performance at the client's request.

Article 3 – Performance of the services

3.1 Pixeled performs the services with care and to the best of its ability, where applicable in accordance with the arrangements recorded in writing with the client. Every service is a best-efforts obligation, except where a specific result has been expressly and sufficiently defined in the written agreement.

3.2 If the client deviates from Pixeled's advice or recommendations, or insists on an instruction although Pixeled has warned that it is not realistic, not suitable, or not technically feasible, the consequences, such as damage or additional work, are for the client's account and Pixeled is not liable for them.

3.3 Even where the agreement was concluded with a specific person's performance in mind, Pixeled remains entitled to have that person replaced by one or more others with equivalent qualifications.

3.4 Pixeled is not obliged to follow instructions from the client that change or extend the agreed services in content or scope. If Pixeled does follow them, the work may be invoiced at the usual rates.

3.5 At the client's request, Pixeled will, within a reasonable period and to the extent of its ability, cooperate with work that enables a transition to another service provider or to the client itself, at its usual rates.

Article 4 – Cooperation by the client

4.1 For proper performance, Pixeled depends in part on timely and correct cooperation and information. The client will at all times provide, in good time, all cooperation reasonably required and supply the necessary information, access, and facilities.

4.2 The client warrants that the data, designs, and specifications supplied by the client, or by another on the client's behalf, are correct, complete, of sufficient quality, and representative.

4.3 The client is responsible for the management and use of the delivered products and services, for instructing its users and their use of them, and for how it deploys the results. Unless agreed otherwise in writing, the client itself provides the necessary equipment, infrastructure, supporting software, and backups.

4.4 Where Pixeled works on the client's premises, the client provides, free of charge, the necessary facilities and a safe working environment that meets statutory requirements. The client indemnifies Pixeled against claims by third parties who suffer damage in connection with the performance as a result of unsafe situations within the client's organisation.

4.5 Delays or additional costs resulting from the client's failure to fulfil its cooperation obligations, or to do so on time or properly, are for the client's account and risk.

Article 5 – Prices and payment

5.1 Prices are in euros and exclusive of VAT and any other government levies, unless stated otherwise.

5.2 The client cannot derive any rights from a budget estimate or projection issued by Pixeled. A budget communicated by the client only counts as a fixed price if this has been expressly agreed in writing.

5.3 Unless agreed otherwise, services are invoiced on the basis of time and materials at the agreed rates or, failing those, Pixeled's usual hourly rates.

5.4 Payment is due within fourteen days of the invoice date, without suspension or set-off, to an account designated by Pixeled.

5.5 For recurring payment obligations, Pixeled may change the applicable prices and rates in writing, with at least three months' notice and no more than once per year. If the client does not agree to a change, the client may terminate the agreement in writing within thirty days of the notice, effective on the date the change takes effect. Price increases by third-party suppliers may be passed on at any time.

5.6 If the client does not pay on time, the client is in default by operation of law, without a reminder or notice of default being required, and owes the statutory commercial interest on the outstanding amount. All reasonable judicial and extrajudicial collection costs are for the client's account.

5.7 If the client consists of multiple (legal) persons, each of them is jointly and severally bound to perform the agreement.

Article 6 – Additional work and deadlines

6.1 If Pixeled, at the client's request or with the client's prior consent, performs work that goes beyond the agreed content or scope, this work is remunerated at the agreed rates or, failing those, the usual rates. Pixeled is not obliged to comply with such a request and may require that a separate written agreement be concluded for it.

6.2 The client accepts that changes may lead to additional work and to shifts in deadlines and delivery dates. New deadlines communicated by Pixeled replace the earlier ones. If a fixed price has been agreed, Pixeled will, on request, inform the client in writing of the financial consequences of the additional work.

6.3 Pixeled makes reasonable efforts to observe stated or agreed deadlines and delivery dates as much as possible. Interim dates are target dates and indicative in nature, unless a strict deadline has been expressly agreed.

6.4 Pixeled is only in default due to exceeding a deadline after the client has given Pixeled written notice of default containing as detailed a description of the shortcoming as possible, has granted a reasonable period for performance, and that period has also expired.

6.5 Where performance takes place in phases, Pixeled may postpone the start of a subsequent phase until the client has approved the results of the preceding phase in writing.

Article 7 – Intellectual property

7.1 The intellectual property rights in everything Pixeled develops or makes available under the agreement, including software, source code, websites, data files, designs, photo and video material, documentation, reports, methodologies, and preparatory material, vest in Pixeled, its licensors, or its suppliers. The client only acquires the rights of use expressly granted to it by these terms, the agreement, or a mandatory statutory provision.

7.2 A right of use granted to the client is intended exclusively for use within the client's own organisation, is non-exclusive, and cannot be transferred, pledged, or sublicensed.

7.3 Rights of use are granted under the suspensive condition that the client has paid in full all amounts due under the agreement. Until that moment, all rights remain with Pixeled and Pixeled may retain goods, data, documents, or software, or suspend its services.

7.4 Where Pixeled, under an express written arrangement, transfers an intellectual property right in custom work developed specifically for the client, Pixeled in all cases retains the right to:

- freely and without restriction use the underlying components of a generic or reusable nature, including general designs, algorithms, frameworks, libraries, software, tooling, protocols, standards, and components, for other purposes, for itself or for third parties;
- continue to freely use the general ideas, principles, knowledge, know-how, techniques, and programming languages underlying the developed work;
- carry out developments for itself or for third parties that are similar or derived from what was developed for the client.

7.5 The client is not permitted to remove, change, or add notices concerning confidentiality, copyright, trademarks, or other intellectual property rights, or to use the materials made available for AI training purposes, scraping, data mining, or comparable techniques without Pixeled's prior written consent.

7.6 Pixeled is not liable for, and provides no indemnity against, third-party claims based on the assertion that materials developed or supplied by Pixeled infringe an intellectual property right of that third party. The client bears this risk and indemnifies Pixeled against such claims, except to the extent the claim is the direct result of intent or deliberate recklessness on the part of Pixeled. The client further fully indemnifies Pixeled against third-party claims arising from or connected with materials, data, or specifications supplied or prescribed by the client, or with changes the client has made or had made without Pixeled's written consent.

7.7 The client warrants that making materials available to Pixeled is not prevented by rights of third parties, and indemnifies Pixeled against third-party claims in this respect.

7.8 Pixeled may use the client's name, logo, or brand mark as a reference in its external communications, unless the client objects in writing.

Article 8 – Confidentiality

8.1 Information that the parties receive from each other and whose confidential nature is or should be known to them is kept secret and used only for the purpose for which it was provided. This obligation does not apply to the extent disclosure follows from a statutory duty, a court order, or a report to a competent authority, or is necessary for the proper performance of the agreement.

8.2 Pixeled ensures that persons who process personal data for the client under its responsibility are bound by confidentiality.

8.3 The content of the products, services, and software made available by or through Pixeled is at all times confidential and contains trade secrets of Pixeled or its suppliers.

Article 9 – Personal data, security, and AI

9.1 Where Pixeled processes personal data on the client's behalf in performing the agreement, the client is the controller and Pixeled the processor within the meaning of the General Data Protection Regulation (GDPR). In that case the data processing annex included in these terms as Annex 1 applies, unless the parties conclude a separate data processing agreement; that agreement then prevails.

9.2 The client is responsible for the data processed through a Pixeled product or service. The client warrants that the content, use, and processing of that data are lawful and do not infringe the rights of third parties, and indemnifies Pixeled against third-party claims in this respect.

9.3 If no express security specifications have been agreed, the security will be of a level that is reasonable given the state of the art, the associated costs, and the nature of the data concerned. Pixeled does not guarantee that the security is effective under all circumstances.

9.4 The client is responsible for the adequate security of its own systems and infrastructure, for the proper management of access and security credentials and passwords, and for sufficient backups.

9.5 Where Pixeled provides services or products that use or consist of AI, the client acknowledges that AI can involve a self-learning and changeable technology whose outcomes depend on input and context and can vary with repeated use or exhibit model drift. Pixeled therefore does not guarantee that AI outcomes are always, or remain over time, correct, complete, or effective.

9.6 The client remains responsible at all times for assessing, verifying, and using the outcomes AI generates. The client ensures adequate human oversight and sufficient AI knowledge among the persons deploying the application on its behalf. Damage arising because AI outcomes are used without proper verification is not for Pixeled's account.

9.7 The client uses AI applications exclusively in accordance with the intended purpose and the applicable usage instructions of Pixeled or the underlying provider. The client will not use or modify AI applications in such a way that it qualifies as a provider under applicable legislation, including the AI Act, without prior written arrangements with Pixeled.

9.8 Where Pixeled uses third-party AI services in the performance and the client's data is processed in doing so, this takes place in accordance with the applicable processing arrangements. The terms of those third parties may apply.

Article 10 – Warranty and repair

10.1 Pixeled does not warrant that delivered software or services are error-free or function without interruption, or that they are suitable for the client's actual or intended use. An error means a substantial failure to meet the specifications expressly agreed in writing, provided it is demonstrable and reproducible.

10.2 Pixeled will use its best efforts to repair, within a reasonable period, errors that are reported in writing and in detail within three months of delivery or acceptance. Repair is free of charge, unless it concerns custom work not developed for a fixed price, or user errors, improper use, or other causes not attributable to Pixeled; in those cases the repair costs may be charged at the usual rates.

10.3 The repair obligation lapses if the client makes, or has made, changes to the software without Pixeled's written consent.

10.4 Pixeled is not obliged to restore corrupted or lost data, other than restoring the most recent available backup where possible, to the extent making that backup was part of its duties.

10.5 All goods delivered to the client remain Pixeled's property until the client has paid in full all amounts due under the agreement. The risk of loss, theft, or damage to goods, data, or materials passes to the client as soon as they come under the actual control of the client or of a third party acting on the client's behalf.

Article 11 – Liability

11.1 Pixeled's total liability, regardless of legal basis and including failure to fulfil a warranty or indemnity, does not extend beyond compensation for direct damage as governed by this article.

11.2 Pixeled's liability for direct damage is limited, per event or series of connected events, to a maximum of three times the price agreed for the relevant agreement (excluding VAT). If the agreement is a continuing agreement with a term of more than six months, the agreed price is set at the total of the fees (excluding VAT) for the six months preceding the event.

11.3 In all cases, and notwithstanding article 11.2, Pixeled's total liability for direct damage per event, or series of connected events, is limited to a maximum of EUR 50,000.

11.4 Direct damage means exclusively: reasonable costs to establish the cause and extent of the damage, reasonable costs to prevent or limit the damage, and reasonable costs of remedying the defective performance, to the extent attributable to Pixeled.

11.5 Pixeled is not liable for indirect damage. This includes, among other things: lost profits, consequential damage, reduced goodwill, missed savings, damage due to business interruption, the loss or corruption of data, damage from claims by the client's customers, and damage connected with goods, materials, software, or suppliers prescribed by the client.

11.6 The limitations and exclusions in this article do not apply to the extent the damage was caused by intent or deliberate recklessness on the part of Pixeled itself.

11.7 Liability on Pixeled's part only arises after the client has promptly and properly given Pixeled written notice of default, granting a reasonable period to remedy the shortcoming, and Pixeled attributably continues to fail after that period. A condition for any right to compensation is always that the client reports the damage in writing as soon as possible after it arises.

11.8 Every claim for compensation against Pixeled lapses twelve months after the claim arose, unless the client has initiated legal proceedings within that period.

11.9 The limitations and exclusions of liability in these terms also apply for the benefit of anyone Pixeled engages in the performance of the agreement.

Article 12 – Force majeure

12.1 A party is not required to fulfil an obligation, including warranty obligations, to the extent force majeure prevents it from doing so. On Pixeled's side, force majeure also includes: force majeure affecting, and failures by, suppliers; defects in goods or third-party software prescribed by the client; government measures; failure of energy, telecommunications, or digital infrastructure; cybercrime and cyber vandalism; strikes; pandemics; war; terrorism; and general transport problems.

12.2 If a force majeure situation lasts longer than sixty days, either party may dissolve the agreement in writing. What has already been performed is in that case settled proportionally.

Article 13 – Term and end of the agreement

13.1 If the agreement is a continuing agreement, the agreed term applies and, in its absence, a term of one year. An agreement for a definite period is tacitly renewed each time for the original term, up to a maximum of one year, unless a party gives written notice of termination no later than three months before the end, all to the extent the law does not preclude this.

13.2 A continuing agreement entered into for an indefinite period that does not end by completion may be terminated by either party in writing, observing a reasonable notice period. Pixeled is never liable for

compensation on account of termination by notice. An agreement for a definite period, or an agreement that ends by completion, cannot be terminated early by the client.

13.3 Dissolution for an attributable failure is only possible after the failing party, following a written notice of default that is as detailed as possible and grants a reasonable period for performance, attributably continues to fail in the performance of essential obligations. The client's payment and cooperation obligations always qualify as essential obligations.

13.4 Performance already delivered, and the associated payment obligations, are not subject to reversal upon dissolution. Amounts invoiced by Pixeled before the dissolution remain due and become immediately payable.

13.5 Either party may terminate the agreement in whole or in part with immediate effect, in writing and without notice of default, if the other party is granted a suspension of payments, its bankruptcy is filed for, or its business is liquidated or discontinued. In that case Pixeled owes no refund or compensation.

Article 14 – Assignment, governing law, and disputes

14.1 The client may not transfer or pledge its rights and obligations under the agreement to a third party without Pixeled's prior written consent. Pixeled may transfer or pledge its payment claims to a third party, and may transfer the agreement in the context of a transfer of its business.

14.2 All agreements between Pixeled and the client, and the legal relationships arising from them, are governed exclusively by Dutch law. The 1980 Vienna Sales Convention (CISG) does not apply.

14.3 Disputes arising from or connected with the agreement are submitted to the competent court of the District Court of The Hague, without prejudice to the parties' right to seek interim relief or to take protective measures. The parties may agree to first submit a dispute to mediation or arbitration.

14.4 These general terms and conditions have been drawn up in Dutch and in English. In the event of any difference in content or interpretation between the two versions, the Dutch text prevails.

Annex 1 – Data Processing Annex

This data processing annex forms part of these general terms and conditions and applies automatically whenever Pixeled processes personal data on behalf of the client in performing an agreement. In that case the client is the controller and Pixeled the processor within the meaning of the General Data Protection Regulation (GDPR). If the parties conclude a separate data processing agreement, that agreement prevails over this annex.

Article B1 – Definitions and relationship

B1.1 Terms such as personal data, processing, controller, processor, sub-processor, data subject, and personal data breach have the meaning given to them by the GDPR.

B1.2 This annex forms part of the agreement between the parties. For matters concerning the processing of personal data, this annex prevails over the General Terms and Conditions; for everything else, including liability, the General Terms and Conditions continue to apply in full.

B1.3 The nature and purpose of the processing, the types of personal data, and the categories of data subjects are those that reasonably follow from the agreement and the work described in it. Where necessary, the parties record these in more detail in the quotation or the agreement.

Article B2 – Processing on instructions

B2.1 Pixeled processes personal data exclusively on behalf of the client and on the basis of the client's written instructions. The agreement and this annex constitute the general instruction; additional instructions are given in writing and may not amount to a change of the agreement.

B2.2 Where Pixeled is required to carry out a processing operation under Union law or Dutch law, Pixeled informs the client of that requirement in advance, unless that law prohibits such notification on important grounds of public interest.

B2.3 If Pixeled considers that an instruction infringes the GDPR or other privacy legislation, Pixeled notifies the client without delay and may suspend the execution of that instruction until the parties have reached agreement.

Article B3 – Confidentiality

B3.1 Pixeled ensures that the persons who process personal data under its responsibility have committed themselves to confidentiality or are bound by a statutory duty of confidentiality, and that they process the data only to the extent necessary for their task.

Article B4 – Security

B4.1 Pixeled implements appropriate technical and organisational measures as referred to in Article 32 GDPR, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of the processing, as well as the risks for data subjects.

B4.2 These measures include at least: encrypted connections (TLS), encrypted storage, access restriction based on least privilege, two-factor authentication on administrative and service accounts, timely security updates, logging of relevant events, and, where backups are part of the agreed work, a limited backup schedule.

B4.3 Pixeled may adapt the measures to technical and organisational developments, provided the level of security does not materially decrease.

Article B5 – Sub-processors

B5.1 The client grants Pixeled general written authorisation to engage sub-processors. The sub-processors engaged at the outset are:

- **Scaleway** (France, EU) – hosting, storage, and email infrastructure of service environments; processing within the EU.
- **Proton** (Switzerland) – business email and calendar; Switzerland is covered by a European Commission adequacy decision.
- **Mistral AI** (France, EU) – AI inference; processing within the EU.
- **Anthropic** (United States) – AI inference (Claude models); transfers based on the EU-US Data Privacy Framework and/or standard contractual clauses.

B5.2 Individual engagements may require additional or different sub-processors; Pixeled records these in the quotation or the agreement. Which of the sub-processors above are actually deployed depends on the nature of the engagement.

B5.3 In the event of an intended addition or replacement of a sub-processor, Pixeled informs the client in writing at least thirty days in advance. The client may object in writing within fourteen days of that notice, on reasonable grounds related to the protection of personal data. The parties will then seek a reasonable solution in consultation; if none can be found, either party may terminate the affected part of the agreement without being liable for compensation.

B5.4 Pixeled imposes on every sub-processor obligations that are at least equivalent to those of this annex, and remains responsible towards the client for the sub-processor's performance.

Article B6 – Transfers outside the EEA

B6.1 Pixeled processes personal data within the EU/EEA, unless stated otherwise in this annex or the agreement. Transfers to a country outside the EEA only take place if an adequate level of protection is ensured, for example through a European Commission adequacy decision, certification under the EU-US Data Privacy Framework, or standard contractual clauses, supplemented with additional measures where necessary.

Article B7 – Assistance to the client

B7.1 Pixeled forwards requests from data subjects concerning their rights (such as access, rectification, or erasure) that reach it directly to the client without delay, and does not answer those requests itself except on the client's instruction. Taking into account the nature of the processing, Pixeled provides reasonable assistance in responding to such requests.

B7.2 Taking into account the nature of the processing and the information available to it, Pixeled provides the client with reasonable assistance in complying with the obligations under Articles 32 to 36 GDPR, including security, breach notification, and data protection impact assessments.

B7.3 For assistance requiring more than a limited effort, Pixeled may charge the reasonable costs at its usual rates, unless the assistance is needed as a result of a failure attributable to Pixeled itself.

Article B8 – Personal data breaches

B8.1 Pixeled informs the client without undue delay, and at the latest within 48 hours of establishing it, of a personal data breach affecting the data processed on the client's behalf. The notification contains, to the extent known, the information referred to in Article 33(3) GDPR; information not yet available follows without undue delay.

B8.2 Notifying a breach to the supervisory authority or to data subjects is the client's responsibility. Pixeled does not notify independently, unless required to do so by law, and provides reasonable cooperation in the investigation and handling.

Article B9 – Audit and accountability

B9.1 On request, Pixeled makes available to the client the information reasonably necessary to demonstrate compliance with the obligations under Article 28 GDPR and this annex, for example in the form of documentation, reports, or certifications of Pixeled or its sub-processors.

B9.2 If that information demonstrably does not suffice, the client may have an audit carried out at most once every twelve months by an independent expert bound by confidentiality. The audit is announced at least fourteen days in advance, takes place during office hours, disrupts Pixeled's operations as little as possible, and does not provide access to data of Pixeled's other clients. The costs of the audit, including Pixeled's reasonable internal costs, are borne by the client, unless the audit reveals a material failure on Pixeled's part.

Article B10 – End of the processing

B10.1 After the end of the agreement, or as soon as the processing ends if earlier, Pixeled, at the client's choice, deletes all personal data processed on the client's behalf or returns it in a common format, and deletes existing copies, unless Union law or Dutch law requires storage. If the client does not make a choice known within thirty days of the end, Pixeled may delete the data.

B10.2 Personal data in backups is deleted in accordance with the regular rotation schedule and is not used for other purposes in the meantime.

Article B11 – Liability, term, and governing law

B11.1 Liability in connection with this annex is governed by Article 11 of the General Terms and Conditions. This annex does not extend the liability of either party. The statutory allocation of responsibility towards data subjects (Article 82 GDPR) remains unaffected.

B11.2 This annex applies for as long as Pixeled processes personal data on the client's behalf. The governing law and dispute resolution provisions of the General Terms and Conditions apply to this annex.