

PHOTO AND VIDEO SERVICES AGREEMENT

AleksArtPhoto

Applicable to private clients (B2C) and corporate clients (B2B)

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0. Parties to the Agreement

Service Provider: Oleksii Rud, sole trader (individual entrepreneur). Denmark, Region Zealand.

Legal name: Aleks Art Photo

Registered address: Hundige Stationsvej 44, 2tv

CVR number: 46683641

Email for contractual matters and complaints: dk@aleksartphoto.com

Phone: +45 2222 8445

Hereinafter referred to as the "Service Provider."

B2B Client — a legal entity or entrepreneur ordering the services in connection with its commercial or business activity.

B2C Client — a natural person ordering the services for personal, non-commercial purposes.

1. Subject of the Agreement

1.1. The Service Provider undertakes to provide the Client with photo and/or video shooting services, together with the subsequent processing of the resulting materials, to the extent and on the terms of the service package selected by the Client.

1.2. The specific content of the service — duration of the shoot, number of locations, number of finally processed materials, processing timeframes, and the scope of the license — is determined by the description of the selected package on the Service Provider's official website, aleksartphoto.com, as it stands at the time of booking. The package description forms an integral part of this Agreement.

1.3. Add-on services not included in the package are paid for separately, at the rates published on the Website at the time of booking, or at a price agreed between the parties in writing by email.

2. Booking and Entry into Force

2.1. For B2C, this Agreement is concluded and enters into force upon payment of 30% of the price of the selected service, unless mandatory statutory provisions expressly provide otherwise.

2.2. For B2B, this Agreement is concluded and enters into force upon receipt of a deposit of 30% of the total price of the selected service.

2.3. Before payment, the Client is given the opportunity to review the current version of this Agreement on the Website. Payment constitutes acceptance of the terms of the Agreement as in force at the time of payment, subject to the mandatory rights of B2C consumers, which cannot be restricted by this Agreement.

2.4. B2B: after the booking form has been completed, the Service Provider issues an invoice for the 30% deposit. The deposit must be paid within 12 days of the invoice being issued. If payment is not received, the booking may be cancelled and the date and time released.

2.5. B2C: payment is made at the time of booking via the Website's payment system. The booking confirmation and the text of this Agreement are sent to the Client by email.

2.6. Any additional arrangements and changes to the order are recorded in writing by email. This does not limit any rights the Client may exercise by other means under applicable law.

3. Payment

3.1. B2B: 30% is paid at the time of booking. The remaining 70%, together with any agreed add-on services, is paid within 14 to 30 calendar days of the date of the final invoice, which is issued after the main service has been performed and the final materials delivered. A longer payment period may be separately agreed between the parties in writing.

3.2. In the event of late payment by a B2B Client, the Service Provider is entitled to claim statutory interest on late payment in accordance with the Danish Interest Act (Renteloven), unless otherwise agreed in writing. Mandatory Danish statutory rules on payment terms apply to B2B relationships.

3.3. B2C: 30% of the package price is paid at the time of booking. The remaining 70% of the package price is paid immediately upon the completion of the shoot via MobilePay, bank transfer, or another agreed method. Add-on services agreed during the shoot are also paid immediately upon its completion.

3.4. The price of a confirmed order is not changed unilaterally by the Service Provider. Add-on services ordered after booking are paid for separately.

3.5. For B2C purposes, these payment terms apply subject to the mandatory provisions of the Danish Consumer Contracts Act (Forbrugeraftaleloven).

4. Cancellation, Rescheduling and Refunds

4.1. The 30% deposit — for both B2C and B2B Clients — is agreed consideration for the booking and compensation for the Service Provider's administrative work, preparation, consultations, planning, and reservation of the specific date and time, during which the Service Provider may decline other orders.

4.2. Refund within 14 days. The Client — whether B2C or B2B — is entitled to cancel the booking and receive a full refund of the deposit paid, provided the cancellation is communicated to the Service Provider in writing within 14 calendar days of the date of booking. For B2C Clients, this period reflects the mandatory statutory right of withdrawal under the Danish Consumer Contracts Act (Forbrugeraftaleloven). The Service Provider voluntarily extends the same 14-day refund right to B2B Clients under this Agreement, on identical terms.

4.3. No refund outside the 14-day period, or in the event of late cancellation or no-show. After expiry of the 14-day period referred to in clause 4.2, the deposit is non-refundable. In addition, and regardless of whether that 14-day period has expired, the deposit is non-refundable, and the remaining balance of the service price does not become payable, where: (a) the Client cancels less than 48 hours before the scheduled shoot without a valid reason; or (b) the Client fails to appear for the shoot (no-show) without having cancelled or rescheduled in accordance with this Agreement. A valid reason includes, without limitation, circumstances of force majeure and serious illness, to be assessed by the Service Provider in good faith on a case-by-case basis.

4.4. Rescheduling. The Client is entitled to reschedule the shoot once, free of charge, provided the Service Provider is notified no later than 48 hours in advance. A further rescheduling, or one requested after this deadline, may be treated as a cancellation under clause 4.3, unless otherwise agreed.

4.5. In the event of adverse weather that objectively makes an outdoor shoot impossible, the Service Provider offers a free rescheduling. If the service cannot be provided due to the fault of the Service Provider, the Service Provider offers a rescheduling or refunds the amounts paid, to the extent a refund is required by law or by this Agreement.

4.6. Nothing in this section limits the mandatory rights of consumers under applicable law.

5. Conduct of the Session: Lateness, No-Show and Circumstances on the Client's Side

5.1. The shoot takes place on the agreed date, at the agreed time and location.

5.2. If the Client is late, the actual start of the shoot shifts to the moment the Client is ready to begin, but the agreed end time remains unchanged unless the Service Provider agrees otherwise. The Client's lateness does not extend the duration of the paid session.

5.3. If the Client fails to appear and has not cancelled or rescheduled the order in the manner provided for in this Agreement, this is deemed a no-show. The booked time is deemed used by the Service Provider, and the price of the service is non-refundable, subject to the mandatory rights of B2C consumers.

5.4. The Client is responsible for ensuring the Service Provider's timely access to the shooting location, the readiness of the model/participants, and conditions that allow the shoot to take place.

5.5. If actions or circumstances on the part of the Client, the model, guests, venue staff, or other persons for whom the Client is responsible objectively worsen the conditions of the shoot, the Service Provider carries out the work to the standard of quality that can reasonably be achieved in the circumstances. Dissatisfaction with the result caused solely by such circumstances does not, in itself, mean that the service was improperly performed.

5.6. If the shoot is fully or substantially disrupted due to circumstances on the part of the Client, the model, guests, or other persons, through no fault of the Service Provider, the price of the service is non-refundable, since the Service Provider attended, reserved the time, and commenced performance in good faith.

5.7. The language of the shoot is English. The Service Provider does not guarantee fluency in other languages.

5.8. Travel costs outside the zones included in the package are charged separately, in accordance with the terms published on the Website/FAQ.

6. Processing, Delivery and Storage of Materials

6.1. Within 2 business days after the shoot, the Service Provider provides a preliminary selection of materials from which the Client may choose frames, within the quantity provided for by the package.

6.2. If the Client does not make a selection or communicate preferences within a reasonable time, the Service Provider is entitled to select the materials for final processing independently, based on professional judgment.

6.3. Final processing, retouching, colour correction, and, where a video service is included, editing, are carried out within the timeframes specified in the description of the selected package.

6.4. Final materials are delivered via an online gallery, in high resolution, without watermarks. Access to the materials is strictly limited to the link provided to the Client for the purpose of selecting materials. No other persons will have access to the Client's materials.

6.5. RAW/unprocessed files are not included in the standard package and are provided only where separately ordered as an available option.

6.6. For B2B, the final invoice for the remaining 70% is sent together with the final materials. Payment is to be made within 14 to 30 calendar days after receipt of the final materials and the invoice.

6.7. The service is deemed performed upon delivery to the Client of the final materials provided for by the package. Where the Client has timely requested edits permitted under this Agreement, the relevant part of the service is deemed completed upon delivery of the materials following completion of such edits.

6.8. Final files, and RAW files where purchased, are stored by the Service Provider for 5 business days after delivery of the final materials. After this period, the Service Provider is entitled to delete the files without further notice. If, within the permitted edit period, the Client has submitted a valid request for edits, the Service Provider retains the necessary files until those edits are completed, after which the general retention period applies.

6.9. The Client is responsible for independently saving the materials received after delivery. The Service Provider does not guarantee that files can be recovered after expiry of the retention period.

7. Edits and Adjustments

7.1. The number of finally processed images is determined by the package and is final.

7.2. The Client has one opportunity to select specific frames from the preliminary selection.

7.3. After delivery of the final materials, the Client may request reasonable minor corrections once, by submitting the request no later than 5 calendar days after delivery. These include, for example, minor adjustments to colour, cropping, brightness, or contrast.

7.4. Replacement of selected frames after the selection has been finalised, in-depth retouching, substantial changes, and requests made after the applicable deadline are charged separately.

7.5. Additional images are charged at the Extra Retouched Photo rate. Additional rounds of edits are carried out at the agreed hourly rate of DKK 220/hour.

7.6. The Service Provider is entitled to decline additional work that falls outside the scope of the package, or to carry it out for an additional fee following prior agreement.

8. Usage Rights to the Materials (License)

8.1. B2C: the Client receives the right to use the final materials for personal, non-commercial purposes: printing, posting on personal social media, and storage in a personal archive.

8.2. Commercial use by a B2C Client — advertising, business promotion, the sale of third-party goods/services, stock use, and the like — requires separate agreement and a commercial license.

8.3. B2B: the scope of the commercial license is determined by the description of the paid package on the Website. The license is granted upon full payment and applies within the purposes specified in the relevant package.

8.4. Unless otherwise agreed in writing, exclusive rights, the transfer of exclusive rights, and any other rights not included in the acquired license remain with the Service Provider.

9. Portfolio, Confidentiality and Consent to Publication

9.1. The Service Provider is entitled to use the results of the shoot in its own portfolio, on the Website, and on social media, for marketing and demonstration purposes, unless the Client has notified the Service Provider in writing, before the shoot begins, of a need for confidentiality.

9.2. If the materials depict the Client, a model, or guests, the Client confirms that it has informed the relevant persons of the possibility of such use and has obtained the necessary consent, whether oral or

otherwise, to the extent such consent is required by law.

9.3. The Client is responsible for obtaining consent from guests, models, and other third parties whom the Client invites or brings to the shoot, where responsibility for obtaining such consent lies with the Client.

9.4. The Service Provider will honour a written confidentiality request received before the shoot begins, unless otherwise required by law.

10. Liability of the Parties and Damage to Equipment

10.1. The Service Provider provides the services professionally and in accordance with the package description, but the creative outcome involves professional discretion and does not guarantee any particular subjective artistic or commercial result.

10.2. The Service Provider is not liable for any impossibility or improper performance caused by circumstances beyond its reasonable control, including force majeure, acts of third parties, and conditions created by the Client, the model, or guests.

10.3. If the Service Provider's equipment or other property is damaged or lost as a result of an act or omission of the Client, a model, a guest, an employee, or another person for whom the Client is responsible, the Client must reimburse the documented, reasonable costs of repair or replacement, provided the damage did not occur through the fault of the Service Provider.

10.4. The Client is not liable for damage caused solely by the culpable acts of the Service Provider, or by normal wear and tear of the equipment.

10.5. Example: if a flash stand has been properly set up by the Service Provider and a guest of the Client knocks it over, causing damage to the equipment, the Client is liable for the documented damage, unless otherwise provided by law.

10.6. The Service Provider's aggregate liability to the Client under this Agreement is limited to the amount actually paid for the relevant service, to the extent such a limitation is permitted under applicable law.

10.7. The Client is responsible for the accuracy of the booking details, for access to the shooting location, and for compliance with the conditions necessary to carry out the shoot.

11. Complaints and Dispute Resolution

11.1. If the Client considers that the service was improperly performed, the Client must submit a written complaint as soon as possible to dk@aleksartphoto.com, stating the order number/date and a description of the issue, and, where possible, attaching the relevant materials.

11.2. The Service Provider will review the complaint and respond within a reasonable time, generally within 10 business days. The Service Provider may request additional information if necessary.

11.3. The parties will first attempt to resolve any dispute directly between themselves.

11.4. B2C: if a dispute cannot be resolved directly, the consumer may refer the matter to the competent Danish consumer dispute body — the Mediation and Complaint-Handling Team for Consumer Complaints (Mæglingsteamet for Forbrugerklager) and/or the relevant approved complaints board (ankenævn) — provided the dispute meets the applicable requirements of competence. The consumer must first submit the complaint to the Service Provider. Information on the available procedure is also published on the Website.

11.5. The possibility of referring a matter to a consumer dispute body is not limited by this Agreement. The current rules on competence, cost, and procedure of the relevant body apply.

11.6. B2B: disputes not resolved through negotiation are settled by the competent court in accordance with applicable Danish law, unless otherwise agreed in writing between the parties.

12. Personal Data

12.1. The Client's personal data is processed for the purposes of booking, performance of this Agreement, invoicing, communication, and compliance with accounting and other legal obligations.

12.2. Detailed information on the processing of personal data, retention periods, data subject rights, and the services used is set out in the Service Provider's separate Privacy Policy.

12.3. Personal data may be shared with service providers involved in payment processing, the online gallery, accounting, email, and technical maintenance, to the extent necessary for their operation, and with public authorities where required by law.

13. Miscellaneous

13.1. This Agreement is governed by the laws of the Kingdom of Denmark.

13.2. B2C disputes are considered subject to mandatory consumer protection rules and rules on territorial jurisdiction. This Agreement does not deprive consumers of rights granted to them by mandatory law.

13.3. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in force to the fullest extent permitted by law.

13.4. For an order already paid for, the version of this Agreement in force at the time of payment applies. Amendments to this Agreement apply to future orders only.

13.5. In the event of a conflict between the terms of a package on the Website and this Agreement, the specific terms of the paid package take priority only with respect to the description of the scope of the service and the price; the mandatory provisions of this Agreement and of applicable law remain in force.

14. Conclusion of the Agreement and Contact Details

14.1. Payment of the B2B deposit, or of the 30% B2C price, constitutes conclusion of this Agreement and acceptance of its terms as in force at the time of payment, subject to the mandatory rights of consumers.

14.2. Service Provider Details:

Oleksii Rud

CVR: 46683641

Legal name: Aleks Art Photo

Registered address: Hundige Stationsvej 44, 2tv

Email: dk@aleksartphoto.com

Phone: +45 2222 8445