

GENERAL TERMS & CONDITIONS

1. Applicability

These General Terms & Conditions apply to every relationship between Matt Faces ("MF") and its Client. They take effect as soon as one or more models are booked through MF, or as soon as any of MF's services are otherwise used, regardless of the nature of those services. "Client" means the party using MF's services and/or the party to be invoiced for those services. These Terms & Conditions always prevail over any terms and conditions put forward by the Client.

2. Contact with Models

MF represents and safeguards the interests of its models. The Client is therefore not permitted to approach any model directly on financial, legal or business matters, nor to enter into any agreement with a model, including, in particular, agreements concerning portrait rights.

3. MF's Obligations Toward the Model

MF shall use reasonable efforts to ensure that each model booked by the Client is informed of the required arrival time on location and of any other specific conditions requested by the Client.

4. Invoicing

MF shall issue the Client with an invoice that satisfies all applicable legal requirements.

5. Payment

Invoices are payable within 30 days of the invoice date, quoting the invoice number. If the Client has not lodged a written and substantiated complaint within 8 days of the invoice date, the Client is deemed to have accepted the invoice in full. Should the Client fail to pay on time, the Client is automatically in default. MF shall be entitled to charge statutory commercial interest and all reasonable extrajudicial and judicial collection costs in accordance with applicable Dutch law. The Client remains liable for payment of the invoice at all times. In the event of the Client's bankruptcy, insolvency, suspension of payments or liquidation, all outstanding invoices become immediately due and payable.

6. Cancellation of Confirmed Bookings

A booking confirmed by the Client is final and binding. If the Client nonetheless cancels, the following cancellation fees apply. A booking shall be considered confirmed once the Client has confirmed the booking in writing, including by email, WhatsApp or other electronic communication. No signed agreement or booking confirmation is required for a booking to be binding.

Single-day bookings

- a) More than 7 days before the booked date: no cancellation fee.
- b) Between 7 days and 72 hours before the booked date: 50% of the total agreed model fee and agency fee.
- c) Between 72 and 48 hours before the booked date: 75% of the total agreed model fee and agency fee.
- d) Less than 48 hours before the booked date: 100% of the total agreed model fee and agency fee.

Multi-day bookings (2 or more confirmed days)

- a) More than 14 days before the first booked date: no cancellation fee.
- b) Between 14 and 7 days before the first booked date: 25% of the total agreed model fee and agency fee for all confirmed days.
- c) Between 7 days and 72 hours before the first booked date: 50% of the total agreed model fee and agency fee for all confirmed days.
- d) Between 72 and 48 hours before the first booked date: 75% of the total agreed model fee and agency fee for all confirmed days.
- e) Less than 48 hours before the first booked date: 100% of the total agreed model fee and agency fee for all confirmed days.

For multi-day bookings, if only part of a multi-day booking is cancelled, the applicable cancellation fee shall be calculated over the total agreed model fee and agency fee for the cancelled day(s). If the entire multi-day booking is cancelled, the cancellation fee shall be calculated over all confirmed days.

Any non-refundable travel, accommodation, fitting, production or other costs already incurred in connection with the booking will be charged to the Client in addition to the applicable cancellation fee. A postponement or rescheduling requested by the Client may be treated as a cancellation, unless MF and the Model expressly agree otherwise in writing. Any agreed usage or buy-out fee shall be payable as agreed in the booking confirmation, unless expressly agreed otherwise in writing. Non-use of the produced material does not automatically release the Client from payment of an agreed usage or buy-out fee.

7. Weather-Dependent Bookings

Where the Client has specified that a booking depends on "good weather," that booking may be cancelled free of charge the first time, provided cancellation takes place within the agreed notice period. A second such cancellation costs the Client 50% of the total rate (including agency fee); a third costs 100% of the total rate (including agency fee). A booking shall only qualify as weather-dependent if this has been expressly agreed in writing before the booking is confirmed.

8. Travel Costs

Unless otherwise agreed in writing, the Client reimburses all travel costs, calculated from the model's residence to the shooting location and back. Public transport costs are calculated on the basis of second-class tickets; where the Model travels by car, travel expenses will be charged at €0.30 per kilometre, unless otherwise agreed in writing. The same principles apply to travel and accommodation expenses for trips abroad. Where MF advances the cost of international flights on the Client's behalf, MF cannot be held liable for any additional costs arising from changes, cancellations or other unforeseen circumstances, including, without limitation, costs for cancelled flights, additional hotel stays or alternative transport arrangements. The Client bears full responsibility for such costs and must settle them directly with the relevant service provider. MF is not responsible for arranging visas or other international travel documents. Travel time may be charged separately where agreed in the booking confirmation.

9. Flight Booking Service Fee

Where MF arranges one or more flights on behalf of its talents, a non-refundable service fee of €30 per flight applies, covering the associated administrative costs, and is added to the total flight cost. By accepting flight arrangements through MF, the Client agrees to this fee.

10. Options

An option is not a confirmed booking and does not create an obligation to perform the booking. Options are subject to the Model's continued availability.

Where another Client wishes to confirm the Model for the same date(s), MF may request the Client holding the first option to confirm or release its option within a reasonable period specified by MF. If the Client does not confirm within that period, MF may release the option and accept the other booking.

Unless otherwise agreed, all remaining options must be confirmed or released no later than 24 hours before the booking date, or 48 hours in the case of international bookings.

11. Rates

Unless expressly stated otherwise, MF's agency fee applies to all model fees, including shoot fees, overtime, fittings, rehearsals, travel days, usage/buy-out fees, cancellation fees and any other model-related remuneration. VAT will be added where applicable. Rates for the various categories of models are available on request, and are structured as follows:

- a) Hourly rate — for bookings of 1 hour; the fee is calculated in line with the price list, depending on the material used.
- b) Half-day rate — a half day comprises a maximum of 4 consecutive hours.
- c) Daily rate — a day comprises a maximum of 8 consecutive hours.
- d) Daily rate for film/commercial work — comprises a maximum of 10 working hours.

Rehearsals and fittings are charged at 50% of the hourly rate per model for the first two hours, and at the full hourly rate thereafter. Activities taking place between 00:00 and 08:00 are charged at a 100% surcharge on the model's daily rate. Overtime will be charged at the overtime rate stated in the booking confirmation or, where no rate has been specified, at MF's applicable overtime rate. Any commenced overtime hour may be charged as a full hour. Waiting time, delays on set and production delays are included in the booked time and do not extend the agreed booking period.

12. Lingerie and Nude Imagery

Lingerie productions carry a surcharge of 50% on top of the daily rate per model. Nude and topless imagery carries a surcharge of 100% on top of the daily rate, requires a minimum booking of half a day, and is only permitted where the model is at least 18 years old. Lingerie, topless and nude work is always subject to the Model's prior explicit consent and must be disclosed and agreed before the booking is confirmed. The Model may not be requested on set to perform a higher level of nudity than expressly agreed in advance.

13. Usage and Buy-Out Fees

Unless expressly included in the agreed model fee, commercial use of the Model's image, likeness, voice or performance may be subject to separate usage or buy-out fees. The applicable fee depends on, among other things, the media, territory, duration and nature of the campaign.

Usage rights are limited strictly to the media, territory, duration and purpose expressly agreed in writing in the booking confirmation. Any additional or extended use requires MF's prior written approval and may be subject to additional compensation. This includes, without limitation, paid social media, online advertising, print, POS, OOH/DOOH, packaging, TV, film, streaming, e-commerce and third-party use.

14. Styling

The Client is responsible for clothing, styling and make-up, unless otherwise agreed. Any material change to the Model's appearance, including cutting or colouring hair, shaving facial hair, bleaching, significant make-up alterations or other permanent or semi-permanent changes, requires the Model's prior explicit consent. Any specific requirements regarding hair, nails, facial hair, tanning or other aspects of the Model's appearance must be communicated to MF before the booking is confirmed.

15. Use by Third Parties

The Client remains fully responsible for any use of the material by affiliated companies, advertising agencies, production companies, media buyers, distributors, licensees, or any other third party engaged by the Client. Any third party may only use the material within the media, territory, duration and purpose expressly agreed with MF. The Client shall ensure that all such third parties comply with the agreed usage rights and these Terms & Conditions.

16. Indemnity

The Client shall indemnify and hold harmless MF, its employees and representatives, and the Model, against any claims, damages, liabilities, costs or legal expenses arising from the Client's use of the material beyond the agreed licence or in breach of these Terms & Conditions.

17. Exclusivity

Unless expressly agreed otherwise in writing before the booking is confirmed, the Client has no exclusivity in relation to the Model. The Model therefore remains free to accept work for other clients, including clients operating within the same industry or market and, where applicable, competing brands.

If the Client requires any form of exclusivity, category exclusivity, competitor restriction or conflict restriction, this must be expressly requested and agreed in writing before the booking is confirmed. Any such restriction must specify the relevant brands or category, territory and duration.

Exclusivity or competitor restrictions are subject to the Model's prior consent and may be subject to additional compensation.

MF shall not be responsible for any conflict arising from other work performed by the Model where no applicable exclusivity or competitor restriction has been expressly agreed in writing.

18. Liability for Damage

To the fullest extent permitted by law, MF shall not be liable for damage to property caused by a Model or any person accompanying the Model. Where MF is legally liable, MF's liability shall be limited to the fee payable to MF in connection with the relevant booking, except where such limitation is not permitted by applicable law. Any claim must be reported to MF in writing as soon as reasonably possible after the damage has been discovered, together with reasonable supporting evidence.

19. Force Majeure

Illness, an accident, the sudden passing of a close relative, a spontaneous allergic reaction on set, extreme weather, a domestic emergency, epidemics, pandemics, government restrictions, travel bans or a strike affecting train or public transport are all considered force majeure. In such cases, neither MF nor the Model is liable for any resulting costs, and these events do not give rise to claims, refunds or compensation. Where reasonably possible, MF will use reasonable efforts to offer a suitable replacement Model. MF does not guarantee that a replacement will be available or accepted by the Client.

20. Complaints About a Model

If the Client has a complaint about a model, MF and the Client will discuss the matter together. The Client must inform MF of the complaint without delay, preferably in writing and with supporting detail, to info@mattfaces.nl. Having raised the complaint, the Client may either proceed with the model or send the model home. Sending a Model home does not automatically release the Client from its payment obligations. Where the Model attends the booking as agreed and reasonably corresponds to the appearance, measurements and information provided by MF at the time of booking, the agreed booking fee remains payable. Any complaint regarding the Model's suitability or performance must be raised with MF immediately during the booking, allowing MF a reasonable opportunity to address the issue.

21. Usage Rights & Model's Image Rights

The Client may use the Model's image, likeness, voice and/or performance only within the usage rights expressly agreed in writing with MF. No rights are granted beyond the agreed media, territory, duration and purpose. Any use outside the agreed scope requires MF's prior written approval and may be subject to additional compensation.

22. Artificial Intelligence & Synthetic Media

Unless expressly agreed otherwise in writing, the Client shall not use, reproduce, modify, process or permit any third party to use the Model's image, likeness, voice, name, performance, biometric data or any derived representation of the Model in connection with artificial intelligence (AI), machine learning or any similar or successor technology.

Prohibited use includes, without limitation, AI training, machine learning datasets, digital replicas or digital twins, avatars, face swapping, voice cloning, synthetic media, AI-generated or AI-modified images or videos, biometric analysis, generative AI, and the creation of new or derived content based on the Model's identity, appearance, voice or performance.

The Client may not upload or provide any material featuring the Model to an AI system, platform, software provider, dataset or other third party for the purpose of training, generating, modifying, analysing or creating content without the prior explicit written consent of both MF and the Model.

Any permitted AI-related use must be agreed separately and in writing in advance and must specify the intended purpose and scope of use. Such use may be subject to separate compensation and additional conditions regarding, among other things, duration, territory, technology, storage, data retention and third-party access.

Consent for one specific AI-related use shall not constitute consent for any other AI-related use, technology, purpose or future application.

Any unauthorized AI-related use constitutes a material breach of these Terms & Conditions. In such event, MF shall be entitled to require the immediate cessation and removal of the unauthorized use, terminate any applicable usage rights or booking where appropriate, claim damages and additional compensation, and pursue any other remedies available under applicable law.

23. Unauthorized Use

Any use of the Model's image, likeness, voice or performance outside or beyond the usage rights expressly agreed in writing with MF, including use beyond the agreed duration, territory, media, campaign or purpose, constitutes unauthorized use.

Any extension, renewal or additional use requires the prior written approval of MF and, where applicable, the Model. The Client is responsible for ensuring that all third parties to whom the material is supplied comply with the agreed usage rights.

In the event of unauthorized use beyond the agreed usage period, MF shall be entitled to charge additional compensation based on the original agreed usage or buy-out fee, as follows:

- Unauthorized use for up to 1 month beyond the agreed end date: 75% of the original usage or buy-out fee.
- Unauthorized use for more than 1 month and up to 6 months beyond the agreed end date: 200% of the original usage or buy-out fee.
- Unauthorized use for more than 6 months and up to 1 year beyond the agreed end date: 250% of the original usage or buy-out fee.
- Unauthorized use for more than 1 year beyond the agreed end date: 300% of the original usage or buy-out fee.

Where no separate usage or buy-out fee was specified in the original booking, the applicable compensation shall be determined by MF based on the nature, duration, territory and media of the unauthorized use and MF's applicable rates at that time.

Payment of additional compensation does not automatically grant the Client any continued or future usage rights. MF may require the Client and/or any third party to immediately cease and remove the unauthorized use.

MF reserves the right to claim any additional damages, costs or compensation to the extent permitted by applicable law.

24. Paid Social Media

Unless expressly agreed otherwise in writing, any reference to “social media” or “social” in a booking confirmation or usage agreement means organic, non-paid social media use only.

Paid social advertising, including but not limited to boosted posts, sponsored posts, dark ads, whitelisting, paid partnerships, influencer advertising and any other form of paid distribution, is not included in the agreed usage rights unless specifically agreed in writing in advance with MF.

Any paid social media use may be subject to additional compensation and must remain strictly within the agreed duration, territory, platforms and purpose.

Any paid social media use outside or beyond the agreed usage rights constitutes unauthorized use and is subject to Article 23 of these Terms & Conditions.

25. Governing Law and Jurisdiction

These Terms & Conditions are governed exclusively by Dutch law. Any dispute arising out of, or relating to, these Terms & Conditions shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.