

GENERAL TERMS & CONDITIONS

Jimmy Shy Media

Version 2026.1

Effective date: **10 July 2026**

Article 1 – Definitions

For the purpose of these General Terms & Conditions, the following definitions shall apply:

Jimmy Shy Media

Jimmy Shy Media, a sole proprietorship registered with the Dutch Chamber of Commerce under registration number **90679938**, hereinafter referred to as "**Jimmy Shy Media**", "**we**", "**our**" or "**Contractor**."

Client

Any natural person, company, organisation or legal entity requesting a quotation, purchasing services or entering into an agreement with Jimmy Shy Media.

Quotation

Any written or digital proposal, estimate or offer issued by Jimmy Shy Media.

Agreement

Any written, digital or otherwise legally binding agreement between Jimmy Shy Media and the Client.

Services

All services provided by Jimmy Shy Media, including but not limited to:

- Commercial video production
- Photography
- Corporate films
- Brand storytelling
- Event coverage
- Documentary production

- Drone cinematography (where legally permitted)
- Editing
- Motion graphics
- Colour grading
- Audio production
- Livestream productions
- Creative consulting
- Content creation
- Social media productions
- Creative direction
- Any related audiovisual services

Deliverables

All videos, photographs, graphics, audio files, edits, exports, documents and other creative materials delivered under the Agreement.

Source Files

All editable project files, RAW footage, project timelines, design files, After Effects projects, Premiere Pro projects, DaVinci Resolve projects, Lightroom catalogues, Photoshop files and any other production assets created during the production process.

Article 2 – Applicability

1. These General Terms & Conditions apply to all quotations, agreements, productions, services and legal relationships between Jimmy Shy Media and the Client.
2. By accepting a quotation, placing an order or instructing Jimmy Shy Media to commence work, the Client agrees to these General Terms & Conditions.
3. Any deviations from these Terms shall only be valid if agreed upon in writing by both parties.
4. Any purchase conditions or general terms used by the Client shall not apply unless expressly accepted in writing by Jimmy Shy Media.
5. Should any provision of these Terms become invalid or unenforceable, the remaining provisions shall remain fully effective.

Article 3 – Quotations

1. All quotations issued by Jimmy Shy Media are non-binding unless expressly stated otherwise.
2. Quotations remain valid for **30 calendar days** from the date of issue unless another validity period is specified.
3. An Agreement becomes legally binding when:
 - the Client signs or digitally accepts the quotation;
 - the Client confirms the assignment by e-mail;
 - the agreed deposit has been received;
 - or Jimmy Shy Media has started production.
4. Obvious clerical, typographical, pricing or calculation errors do not bind Jimmy Shy Media.
5. Quotations are based on the information supplied by the Client. Should this information prove incomplete or incorrect, Jimmy Shy Media reserves the right to revise both planning and pricing accordingly.
6. Unless explicitly stated otherwise, quotations include only the services described therein.
7. Additional services requested after acceptance of the quotation shall be treated as additional work and may be invoiced separately.

Article 4 – Deposit & Payment

1. Upon acceptance of the quotation, the Client shall pay a **50% non-refundable deposit** unless otherwise agreed in writing.
2. Production planning, scheduling, location reservations, crew bookings, equipment reservations and supplier commitments shall only commence after receipt of the deposit.
3. The remaining **50%** shall be invoiced upon completion of the agreed Services.
4. Payment is due within **14 calendar days** of the invoice date.
5. A payment term of **30 calendar days** shall only apply if explicitly agreed upon in writing before the Agreement is concluded.
6. Late payments automatically place the Client in default without further notice.
7. Jimmy Shy Media reserves the right to suspend all ongoing work until outstanding invoices have been paid in full.
8. All judicial and extrajudicial collection costs arising from late payment shall be borne entirely by the Client.

Article 5 – Execution of Services

1. Jimmy Shy Media shall perform all Services with reasonable skill, care and professional diligence.
2. Jimmy Shy Media retains full creative freedom regarding cinematography, photography, editing, colour grading, audio design and overall artistic direction, unless otherwise agreed in writing.
3. The Client acknowledges familiarity with the visual style and creative portfolio of Jimmy Shy Media before entering into the Agreement.
4. Jimmy Shy Media may engage freelancers, subcontractors or specialised professionals whenever necessary for the successful completion of the production.
5. Production schedules are estimates and may reasonably change due to weather conditions, technical circumstances, travel disruptions, force majeure or circumstances beyond Jimmy Shy Media's control.
6. The Client shall provide timely access to all locations, personnel, information, permits and other requirements necessary for the execution of the production.

Article 6 – Revisions

1. Unless otherwise agreed in writing, every production includes **two (2) revision rounds** after the first delivery.
2. A revision round consists of one consolidated list of feedback submitted by the Client.
3. Additional revision rounds requested beyond the included revisions shall be invoiced at Jimmy Shy Media's standard hourly rate.
4. Changes to the original briefing, concept, script, storyboard or production scope after approval shall be considered additional work.
5. Jimmy Shy Media reserves the right to extend delivery deadlines if revision requests substantially exceed the agreed production scope.

Article 7 – Changes to the Assignment

1. Any request by the Client to modify the agreed scope of work after acceptance of the Quotation shall be considered a change to the Assignment.

2. Jimmy Shy Media shall evaluate the requested changes and inform the Client of any additional costs, production time or scheduling consequences before proceeding.
3. Any approved changes shall become part of the Agreement.
4. Jimmy Shy Media is entitled to invoice all additional work, production hours, equipment, travel costs and third-party expenses resulting from the requested changes.
5. Changes requested after production has started may affect agreed delivery dates.

Article 8 – Delivery

1. Jimmy Shy Media shall use reasonable efforts to deliver all Deliverables within the agreed timeframe.
2. Delivery dates are estimates unless expressly agreed otherwise in writing.
3. Jimmy Shy Media shall not be liable for delays caused by circumstances beyond its reasonable control, including but not limited to weather conditions, technical failures, illness, delayed client feedback or force majeure.
4. Deliverables are considered accepted unless the Client reports substantial defects in writing within seven (7) calendar days after delivery.
5. Minor creative preferences shall not constitute grounds for rejection of the Deliverables.

Article 9 – Travel Expenses

1. Unless otherwise agreed in writing, quotations include only the travel expenses specifically mentioned in the Quotation.
2. Additional travel expenses may include, but are not limited to:
 - mileage;
 - flights;
 - accommodation;
 - public transportation;
 - taxis;
 - toll roads;
 - parking fees;
 - ferry costs;

- visas;
 - travel insurance;
 - equipment transport;
 - shipping costs.
3. Any unforeseen travel expenses required for the successful execution of the production shall be reimbursed by the Client.
 4. International productions may require advance payment of travel-related expenses before production commences.

Article 10 – Working Hours & Overtime

1. Production days are based on the working hours specified in the Quotation.
2. Any work exceeding the agreed production schedule shall be considered overtime.
3. Overtime shall be invoiced at Jimmy Shy Media's standard hourly or daily production rate unless otherwise agreed.
4. Waiting time caused by the Client, venue delays, late arrivals, unavailable interviewees or production interruptions shall be considered working time.
5. Jimmy Shy Media reserves the right to discontinue production if excessive overtime would compromise safety, legal working hours or production quality.

Article 11 – Client Responsibilities

1. The Client shall ensure that all necessary information, approvals, schedules, scripts, locations and contact persons are provided in a timely manner.
2. The Client is responsible for obtaining all required permissions for filming, photography, interviews and recordings at the selected locations unless otherwise agreed.
3. The Client guarantees that all persons appearing in the production have given permission where legally required.
4. Jimmy Shy Media shall not be responsible for delays caused by missing information, unavailable personnel, inaccessible locations or inadequate preparation by the Client.
5. Additional production time resulting from delays caused by the Client may be invoiced separately.

Article 12 – Artificial Intelligence (AI)

1. Jimmy Shy Media may use professional Artificial Intelligence (AI) tools to improve production quality, efficiency or creative workflows.
2. AI may be used for, among other things:
 - transcription;
 - subtitles;
 - translation;
 - audio enhancement;
 - noise reduction;
 - image upscaling;
 - colour enhancement;
 - object removal;
 - workflow automation;
 - creative ideation.
3. Jimmy Shy Media shall never intentionally use AI in a manner that infringes third-party intellectual property rights.
4. Unless otherwise agreed in writing, the Client accepts the responsible use of AI as part of Jimmy Shy Media's production process.
5. Jimmy Shy Media shall remain fully responsible for the final quality of all Deliverables, regardless of whether AI-assisted tools have been used during production or post-production.

Article 13 – Source Files

1. Unless expressly agreed otherwise in writing, all Source Files remain the exclusive property of Jimmy Shy Media.
2. Source Files include, but are not limited to:
 - RAW video footage
 - RAW photographs
 - Adobe Premiere Pro projects
 - DaVinci Resolve projects
 - Adobe After Effects projects
 - Adobe Photoshop files
 - Adobe Lightroom catalogues
 - Audio project files
 - Motion graphics projects

- Graphic design files
 - Project timelines
 - Editable templates
3. The Client receives only the final Deliverables specified in the Quotation.
 4. Source Files may be purchased separately only if explicitly agreed upon in writing.
 5. Jimmy Shy Media is under no obligation to archive Source Files indefinitely.

Article 14 – Copyright & Intellectual Property

1. All copyrights and intellectual property rights relating to the Deliverables remain the exclusive property of Jimmy Shy Media unless otherwise agreed in writing.
2. Upon full payment of all invoices, the Client receives a non-exclusive licence to use the Deliverables for the purpose agreed in the Quotation.
3. Unless otherwise agreed, the licence does not permit:
 - resale;
 - sublicensing;
 - commercial redistribution;
 - modification of the Deliverables;
 - use outside the agreed purpose.
4. Any use beyond the agreed licence requires prior written permission from Jimmy Shy Media.
5. Unauthorized use of the Deliverables constitutes copyright infringement.
6. In the event of copyright infringement, Jimmy Shy Media is entitled to claim compensation equal to three (3) times the standard licence fee, without prejudice to any additional damages.

Article 15 – Portfolio & Promotional Use

1. Jimmy Shy Media reserves the right to use photographs, videos, animations, graphics and other Deliverables for promotional purposes.
2. Promotional use may include, but is not limited to:
 - portfolio;
 - website;

- social media;
 - online advertisements;
 - exhibitions;
 - presentations;
 - award submissions;
 - educational purposes;
 - showreels;
 - marketing materials.
3. If confidentiality prevents publication, this must be agreed upon in writing before production commences.
 4. Jimmy Shy Media shall respect all reasonable confidentiality agreements entered into with the Client.

Article 16 – Drone Operations

1. Drone operations shall only be performed where legally permitted.
2. Jimmy Shy Media shall always comply with applicable aviation laws and regulations.
3. Weather conditions, safety restrictions, temporary flight restrictions or governmental regulations may prevent drone operations.
4. Should drone footage become impossible due to circumstances beyond Jimmy Shy Media's control, this shall not constitute a breach of the Agreement.
5. Alternative footage may be proposed where reasonably possible.

Article 17 – Data Storage & Backup

1. Jimmy Shy Media stores delivered project files for a minimum period of ninety (90) days after final delivery.
2. After this period Jimmy Shy Media may permanently delete project files without prior notice.
3. The Client is responsible for making backups of all delivered files after delivery.
4. Jimmy Shy Media shall not be liable for loss of data occurring after the retention period.

Article 18 – Confidentiality

1. Both parties shall treat all confidential information obtained during the execution of the Agreement as strictly confidential.
2. Confidential information shall only be used for the execution of the Agreement.
3. This obligation shall survive termination of the Agreement.
4. Confidentiality shall not apply where disclosure is required by law.

Article 19 – Liability

1. Jimmy Shy Media shall only be liable for direct damages resulting from wilful misconduct or gross negligence.
2. Jimmy Shy Media shall never be liable for:
 - indirect damages;
 - consequential damages;
 - loss of profit;
 - business interruption;
 - reputational damage;
 - loss of data;
 - missed commercial opportunities.
3. Total liability shall never exceed:
 - the amount paid by Jimmy Shy Media's liability insurance; or
 - the total invoice amount relating to the specific Assignment,

whichever is lower.

4. Any claim must be submitted in writing within thirty (30) days after discovery of the alleged damage.

Article 20 – Force Majeure

1. Jimmy Shy Media shall not be liable for delays or failure to perform caused by circumstances beyond its reasonable control.
2. Force majeure includes, but is not limited to:
 - illness;
 - accidents;

- pandemics;
 - government restrictions;
 - war;
 - terrorism;
 - strikes;
 - extreme weather;
 - power outages;
 - internet failures;
 - equipment failure;
 - transport disruptions;
 - supplier failures.
3. Jimmy Shy Media shall notify the Client as soon as reasonably possible.
 4. Both parties shall seek a reasonable alternative solution whenever possible.

Article 21 – Cancellation

1. Cancellation must always be made in writing.
2. The following cancellation fees apply:
 - More than 30 calendar days before production: **50%** of the total quotation amount.
 - Between 30 and 15 calendar days before production: **75%** of the total quotation amount.
 - Fourteen (14) calendar days or fewer before production: **100%** of the total quotation amount.
3. Any third-party costs already incurred remain payable by the Client.
4. The deposit is non-refundable and shall be deducted from the applicable cancellation fee.
5. Rescheduling is subject to availability and may result in additional costs.

Article 22 – Electronic Communication

1. E-mail and other digital communication shall have the same legal validity as written correspondence.
2. Digital acceptance of a quotation constitutes a legally binding Agreement.
3. The Client is responsible for monitoring the e-mail address provided.

4. Jimmy Shy Media shall not be liable for missed communications caused by incorrect contact details or spam filtering.

Article 23 – Amendments

1. Jimmy Shy Media reserves the right to amend these General Terms & Conditions.
2. Amendments shall only apply to future Agreements unless otherwise agreed in writing.
3. The most recent version shall always be available upon request or via the company's website.

Article 24 – Governing Law & Jurisdiction

1. These General Terms & Conditions shall be governed exclusively by the laws of the Netherlands.
2. The parties shall first attempt to resolve disputes amicably.
3. Any dispute which cannot be settled amicably shall be submitted exclusively to the competent court in Rotterdam, the Netherlands.

Version Control

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These General Terms & Conditions supersede all previous versions.

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