

## GENERAL TERMS AND CONDITIONS (GTC)

This GTC contains the general terms and conditions of the photo shoots performed by **Taylor Fotó (Sándor Szabó** photographer). The provisions of the GTC become parts of the individual contracts of service. If the provision of the individual contract and the GTC differ from each other, the individual contract term becomes to the part of the contract (section 6:80 of Act V of 2013 on the Civil Code of Hungary (hereinafter referred to as CC)).

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### I. SCOPE OF THE GTC

#### 1. PERSONS COVERED

The scope of the GTS covers the following persons:

**Sándor Szabó** photographer (address: 18 II/9 Móricz Zsigmond street, Ajka, 8400, Hungary; mother's name: dr. Mária Balogh; serial number of photographer certificate: CXB C 1303427), as a provider of photographic services, hereinafter referred to as **Photographer**.

The natural person involved in the photo shoots, who is photographed, hereinafter referred to as **Model**.

If the Model has not reached the age of 18 or is under guardianship, it is the representative of the Model, hereinafter referred to as **Legal Representative**.

The natural or legal person ordering the photo shoot, hereinafter referred to as **Customer**.

The above persons are collectively referred to as **Parties**.

If the Legal Representative acts on behalf of the Model, the rights and obligations of the Model shall apply mutatis mutandis to it, except for those rights and obligations that are specifically related to the person of the Model.

If the identity of the Model and the Customer is the same, the rights and obligations of both the Model and the Customer apply mutatis mutandis.

If the identity of the Photographer and the Customer is the same, the rights and obligations of the Customer apply mutatis mutandis to the Photographer.

## 2. OBJECTS COVERED

The GTC contains the rights and obligations of the Parties, including but not limited to the provisions of Act LXXVI of 1999 on the Copyright of Hungary (hereinafter referred to as CL) related to the creation of a photographic work (point i) of subsection (2) of section 1 of CL) and its derivatives (hereinafter referred to as photos).

A photographic work and its derivatives shall be understood in all its forms, regardless of the manner in which they are made, their format, their medium (all analogue and digital forms, including but not limited to film, paper, computer media, file, cloud service) and number of copies.

In matters not regulated in the GTC and the individual contract, the Parties shall be required to comply with the provisions of the CC and the CL.

## 3. DURATION

This GTC is valid from 15 August 2020 until its revocation or the entry into newer GTC – by which this GTC and all previous GTCs expire.

The Photographer reserves the right to unilaterally amend the GTC and publish a new GTC on its website. With the publication of the new GTC, the previous GTC will expire.

Copyright belongs to the Photographer and his successors in relation to the photographic work from the time of its creation, in the life of the Photographer and for seventy (i.e. 70) years from the date of his death (subsection (1) of section 31 of CL).

Copyright protection for the completed photographic work shall continue for the period specified above by laws, regardless of the possible termination of the individual contract between the Parties.

## II. ESTABLISHMENT AND FRAMEWORK OF THE LEGAL RELATIONSHIP

Through its website, the Photographer provides general information about the background, details and fee of the photo shoot, as well as publishes the respective GTC. The Parties may deviate from the conditions of the GTC in the individual contract, including the rate of the fee.

Before starting the photo shoot and concluding the individual contract, the Photographer provides an opportunity to the Model and the Customer to get to know and understand the provisions of the GTC.

Prior to the commencement of the photo shoot, the Parties shall enter into an individual contract, which shall specify in detail all the expectations and possibilities related to the photo shoot, as well as the necessary statements of the Parties, which are not part of or deviate from this GTC.

Prior to concluding the contract, the Photographer performs the identification of the Model, the Customer and the Legal Representative in connection with the valid conclusion of the contract and the making of the statements. As part of this, the Photographer is entitled to inspect the personal documents and statements of the Model, the Customer and the Legal Representative. In the absence of the above, the Photographer is entitled to refuse to take the photo shoot.

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During the conclusion of the contract, the Parties have to agree on the following essential terms of the contract:

- time and duration of the photo shoot;
- location of the photo shoot;
- the amount and the obligor of the fee or compensation of the Photographer;
- time, location and method of delivery of the fee or compensation of the Photographer.

The photo shoot shall end with the duration specified in the contract, however, the Parties may agree to extend the duration during the photo shoot. In this case, the Parties shall also agree on the related fees.

Unless otherwise agreed by the Parties in the individual contract, the Model shall not be entitled to fee or compensation, unless the Photographer is also the Customer, in which case the amount of the fee or compensation of the Model and the time, location and method of delivery are essential terms of the contract.

Unless otherwise agreed by the Parties in the individual contract, the duration and geographical area of use of the photos shall be unlimited, subject to the other conditions of use.

Unless otherwise agreed by the Parties in the individual contract, the deadline for the delivery of the completed photos is thirty (i.e. 30) days from the completion of the photo shoot. Unless otherwise agreed, the completed photos can be downloaded using a link and password sent to the e-mail address provided by the Customer, in a compressed (ZIP) archive file, within fifteen (i.e. 15) days after sending the e-mail. The photos taken have a unique serial number for clear identification. The completed photos will be submitted in the following formats, unless otherwise agreed:

- In digital form, in one (i.e. 1) copy, in 2000×1330px resolution, in 72dpi sRGB “web” prepared JPEG format, with the logo (watermark) of the Photographer.
- In digital form, in one (i.e. 1) copy, in 10×15cm size, in 300dpi sRGB prepared for printing (development) TIFF format, without the logo (watermark) of the Photographer.

The type of individual contract concluded between the Parties is a contract containing a mixture of business, commission and use contract elements, which is a fixed-term contract with regard to the copyright protection period specified in the CL.

### III. CONSENTS AND STATEMENTS OF THE MODEL AND THE CUSTOMER

By participating in the photo shoot, the Model gives its express consent and approval to the right to one’s own image (subsection (1) of section 2:48 of CC) and to the custom made image (section 72 of CL) in connection with the photos taken under the individual contract. A minor with limited legal capacity (section 2:11 of CC) can give the above consent by participating in the photo shoot without its Legal Representative, if the photo shoot qualifies as a minor contract (point b) of subsection (2) of section 2:12 of CC). With regard to the photo shoot, only the production of a passport photo can be considered as a minor contract.

The Model and the Customer irrevocably authorize the Photographer or its successors to use the photos taken by the Photographer about the Model for any purposes not in conflict with laws in accordance with the conditions detailed in this GTC and the individual contract between the Parties.

The Model declares that it voluntarily participates in the photo shoot, furthermore the poses, positions and situations in the photos – including making “glamour”, “boudoir”, fine-art nude, erotic, nude, extreme and similar photos (hereinafter referred to as extreme photos) – are designed with the express consent and approval of the Model and the Customer.

The Model and the Customer declare that they are aware of the nature and the conditions of use of the photos to be taken during the photo shoot.

#### IV. RIGHTS AND OBLIGATIONS

##### 1. RIGHTS AND OBLIGATIONS OF THE MODEL

The Model is obliged to appear in a state suitable for photography at the time and location specified in the individual contract and to actively participate in the preparation of the photos as a model according to the instructions of the Photographer. The Model obliged to participate in the production of the photos at the time and location specified in the individual contract at most, unless an additional agreement is reached during the photo shoot.

The Model recognizes the copyright of the Photographer in the photos.

The Model may transfer the rights acquired in the contract to a third party only with the prior written permission of the Photographer.

##### 2. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

The Photographer and the Customer agree that the Customer may use the photos for promotion purposes (including but not limited to the portfolio, introductory card, exhibition, competition, online portfolio areas, resume, corporate website, corporate publications) and may publish them, but the Customer may not exercise commercial rights over them without the prior written permission of the Photographer.

The Customer acknowledges the copyright of the Photographer, and declares that in case of any appearance of the photos in the media, it indicates the Photographer as the author of the photos.

The Customer may transfer the photos and the rights acquired in the contract to a third party only with the prior written permission of the Photographer.

The Customer is obliged to pay the fees established in the contract in the manner and on time specified in the contract.

##### 3. RIGHTS AND OBLIGATIONS OF THE PHOTOGRAPHER

The Photographer, the Model and the Customer agree that the Photographer may use the photos for promotion (including but not limited to the portfolio, introductory card, exhibition, competition, online portfolio areas, resume, publications) and may publish them.

The Model and the Customer authorizes the Photographer to subsequently edit or modify the photos, including but not limited to the composition, optical modification, distortion and other digital and analogue activities, as long as these activities are demonstrably not malicious and they do not cause obvious material and moral disadvantage to the Model and the Customer, compared to the original photos.

The preliminary selection of the photos is exclusive right of the Photographer and the Customer is not entitled to claim the photos deleted during the preliminary selection in any form.

The photographer may transfer the photos and the rights acquired in the contract to a third party during the terms of the contract only with the prior written permission of the Customer.

The Photographer is obliged to keep confidential any information about the Model and the Customer that came to its knowledge during the conclusion of the contract and the photo shoot without any time limit.

The Photographer is obliged to implement all necessary and expected digital (IT) and analogue protection, as well as organizational activities that ensure the protection of personal data (including the photos taken) at the expected level.

#### 4. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

The Photographer does not allow the Model or the Customer to subsequently edit or modify the photos, limiting the composition, optical modification, distortion and other digital and analogue activities, including the removal of the logo (watermark) of the Photographer.

The Photographer does not allow the Model or the Customer to use the photos submitted in a format prepared for printing (development) without the logo (watermark) of the Photographer for any other purpose (including but not limited to the appearance on any medium).

Raw digital (RAW) photos taken during the photo shoot, as well as photo negatives and reversal films, as well as all other photo raw materials, are sole property of the Photographer and may not be claimed by the Customer in any form.

The Photographer does not hand over photos without retouching or post-processing – with the exception of “wedding party photos” – this kind of photos cannot be claimed by the Customer in any form.

Making of extreme photos by the Photographer is possible only with the express order of the Customer and with express consent and approval of the Model, and only with the participation of an adult model. Due to lack of these the Photographer is entitled to refuse to take the photo shoot. If the Model or the Customer requests the taking of photos in violation of the laws among the extreme photos, the Photographer is obliged to refuse to do so, therefore the Model or the Customer cannot enforce any claim for damages or refunds. Any agreement other than the provisions of this paragraph contained in the individual contract shall be null and void.

After handing over the photos to the Customer, the Photographer is only liable for the photos due to the activity carried out in its own field of interest (storage, use), so the liability of the Photographer for extreme photos published by the Customer is excluded.

The Photographer has the right to refuse any claim of the Model or the Customer – without any justification – that is incompatible with its artistic concept, values and reputation.

#### V. DATA PROTECTION AND DATA MANAGEMENT PROVISIONS

The Photographer handles the personal data of the Model, the Customer and the Legal Representative in accordance with the provisions of the “Data Management and Data Protection Information” (Privacy Policy) published on the “Privacy” page (<http://taylor-foto.hu/en/privacy/>) on its website.

The “Data Management and Data Protection Information” (Privacy Policy) may change during the terms of the legal relationship between the Parties. The Model and the Customer may find out about its current status and exercise of its rights on the above mentioned page.

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