## **CONDITIONS OF USE**

In order to comply with Dutch and EU legislation on information society services and electronic communications, **Rivens Studio** informs you that it is the owner and operator of the website **www.rivens.studio** (the "Website").

In accordance with the requirements of applicable Dutch law, Rivens Studio provides the following information:

- Owner of the Website: Rivens Studio
- Registered address: Herengracht 607, 1017 CE Amsterdam, The Netherlands
- Chamber of Commerce (KvK) number: 82437866
- VAT number: **NL003679818B33**
- Contact email: connect@rivens.studio

Access to and use of this Website are governed by these **Conditions of Use**, our **Privacy Policy**, and any other legal notices or policies published on the Website. By browsing, accessing or using this Website, you acquire the status of **User** and you accept these Conditions of Use in full, without prejudice to any mandatory legal provisions that may apply.

#### THE USER AND THEIR RESPONSIBILITIES

By accessing and using this Website, the User undertakes to use it in a diligent, lawful and respectful manner. In particular, the User agrees:

- To provide accurate, current and complete information when using any contact forms or interactive features on the Website.
- Not to use the Website for illegal purposes or in any way that could harm Rivens Studio, other users or third parties.
- Not to introduce or spread any viruses, malicious code or other technologies that may damage or interfere with the proper functioning of the Website, its systems or the devices of other users.
- Not to attempt to gain unauthorised access to restricted areas of the Website, servers or networks connected to the Website.

• Not to use the Website in a manner that infringes intellectual property rights, privacy, image rights or any other rights of Rivens Studio or third parties.

The User shall be solely responsible for any damages or losses arising from their misuse of the Website or failure to comply with these Conditions of Use.

#### LINKS AND DISCLAIMER OF LIABILITY

The Website may contain links to other websites or resources belonging to third parties. These links are provided solely for convenience and informational purposes.

#### Rivens Studio:

- does not control and is not responsible for the content, availability, accuracy, legality or security of these external websites;
- does not necessarily endorse or approve the information, products, services or opinions contained on external websites.

Accessing third-party websites through links on our Website is done at the User's own risk. We recommend that Users read the terms and privacy policies of any third-party websites they visit.

Rivens Studio has adopted reasonable measures to help protect the Website and Users against common internet threats. However, due to the nature of the internet, we cannot guarantee that the Website will always be free from interruptions, errors, malware or other security issues.

To the maximum extent permitted by applicable law, Rivens Studio shall not be liable for:

- interruptions, delays or malfunctions of the Website;
- any damage that may arise from browsing or using the internet;
- any damage or loss caused by third parties, including through illegal intrusions or attacks.

Nothing in these Conditions of Use excludes or limits any liability that cannot be excluded or limited under Dutch or EU law.

**MODIFICATIONS** 

Rivens Studio reserves the right, at any time and without prior notice:

- to modify, update or remove any content, design or services offered on the Website;
- to change these Conditions of Use or any other legal notice or policy published on the Website.

Any modifications will be effective from the moment they are published on the Website and will be binding on Users from that time. Continued use of the Website after such modifications implies acceptance of the updated Conditions.

**COOKIES** 

Rivens Studio may use cookies and similar technologies when Users browse the Website in order to:

- facilitate navigation and improve the user experience;
- remember certain preferences;
- obtain aggregated or anonymised statistics on Website usage;
- support functionalities provided by our hosting, analytics or email marketing providers.

Cookies are generally associated with anonymous information and do not allow us to identify Users directly, unless the User voluntarily provides additional data (for example, via a contact form).

Users can configure their browser to be notified when cookies are placed and to refuse or delete them. However, disabling certain cookies may affect the functioning or performance of the Website.

More details about the cookies used and the legal basis for their use are provided in our **Privacy Policy** and, where applicable, in a separate **Cookie Policy**.

#### ONLINE SERVICES, PROJECTS AND CONTRACTING

Some content or features of the Website may relate to services that can lead to the conclusion of contracts between Rivens Studio and clients, agencies, talent or other partners (for example, production projects, creative services, representation of directors and artists, or newsletter subscriptions).

Any such services are governed by the specific **agreements**, **order forms or written terms** agreed between Rivens Studio and the relevant client or partner. In case of conflict, the specific contract terms shall prevail over these Conditions of Use.

The information on the Website (including portfolio examples, descriptions of services and any indicative pricing) is for general information only and does not constitute a binding offer. Rivens Studio reserves the right to accept or decline requests, proposals or collaborations at its sole discretion.

### **DATA PROTECTION**

Personal data collected through the Website or in connection with the services offered by Rivens Studio will be processed in accordance with:

- the EU General Data Protection Regulation (GDPR);
- the Dutch GDPR Implementation Act (UAVG); and
- our published **Privacy Policy**.

Users can consult the Privacy Policy on the Website to understand how we collect, use, share and protect personal data and to learn about their rights (access, rectification, erasure, objection, etc.).

By using the Website or providing personal data to Rivens Studio, the User acknowledges having read the Privacy Policy.

#### INTELLECTUAL PROPERTY

Unless otherwise stated, all intellectual and industrial property rights in the Website and its content belong to Rivens Studio or are used under valid licences.

This includes, without limitation:

- the design and structure of the Website;
- texts, copy, case studies and concepts;
- logos, trademarks and brand elements;
- photographs, video clips, animations, artwork, AI-generated imagery and other audiovisual material;
- layouts, graphic elements and any other creative content.

All such elements are protected by Dutch law, EU law and applicable international treaties on intellectual property.

Except where expressly authorised in writing by Rivens Studio or the relevant rights holder, it is strictly prohibited to:

- reproduce, distribute, publicly display, make available, modify, adapt or create derivative works from any content on the Website, in whole or in part;
- use any content from the Website for commercial purposes or for any purpose that could damage the interests of Rivens Studio, our clients or talent.

Users may view the Website on their devices and may share links to public pages of the Website for legitimate professional or informational purposes, provided they do not misrepresent their relationship with Rivens Studio and do not infringe any rights.

All trademarks, images and videos on this Website that refer to third parties are the property of their respective owners and are used here for identification or portfolio purposes only.

# LEGAL ACTION, APPLICABLE LAW AND JURISDICTION

Rivens Studio reserves the right to take any civil, administrative or criminal action it deems appropriate in response to the unauthorised use of the Website or its content, or to any breach of these Conditions of Use.

These Conditions of Use and any dispute or claim arising out of or in connection with the use of the Website shall be governed by and construed in accordance with **Dutch law**, without prejudice to any mandatory provisions of other jurisdictions that may apply.

Subject to any mandatory legal rules on jurisdiction, any disputes relating to these Conditions of Use, the Website or the services provided through it shall be submitted to the exclusive jurisdiction of the **competent courts of Amsterdam**, **The Netherlands**.