

## Terms and Conditions

### ("T&C") 1. SCOPE OF WORK

**CLIENT** pointing **AKSA CREATIVE** to provide photography and/or videography services for events organized by **CLIENT** with the details as stated in the Quotation ("**Work**")

### 2. TIME TERM

- 2.1. **T&C** This will last from the date of signing of these T&Cs until all work according to the quotation is received by **CLIENT** and can be extended according to the agreement **The parties**.
- 2.2. **The parties** may terminate these T&C with a notification of 30 (thirty) days before the day of termination and all advances and payments that have been paid to **AKSA CREATIVE** cannot be returned to **CLIENT**.

### 3. WORK IMPLEMENTATION

- 3.1. **AKSA CREATIVE** carry out the work according to the agreed schedule and location **The parties** with the following conditions:
  - Date and Location *Prewedding*. i.e. on weekdays/holidays agreed upon later based on time availability **The parties**.
  - Date and Location *Engagement* And *Weddings* by agreement **The parties** on the signing date of the T&C.
- 3.2. Date change *Engagement* And *Weddings* in paragraph 1 of this article can only be done if **AKSA CREATIVE** not absent on the date of change.
- 3.3 If the weather conditions are not favorable at the time *Prewedding* then it can be transferred to another day.
- 3.4 Duration of Working Hours **AKSA CREATIVE** are as follows:
  - *Prewedding* up to 8 (eight) hours/day
  - *Engagement* up to 6 (six) hours/day
  - *Weddings* up to 15 (fifteen) hours/day with the team's attendance at the location no later than 05:30 WIB Additional work hours will be subject to an additional fee according to the Quotation.

### 4. WORK COSTS AND PROCEDURES OF PAYMENT

- 4.1. **CLIENT** obliged to pay to **AKSA CREATIVE** Work costs and with details of payment according to the provisions in the Quotation.
- 4.2 **CLIENT** can pay in installments 2 (two) times with the provision that the first payment of 50% (fifty percent) must be made 6 (six) months before the earliest event starts and the second payment of 50% (fifty percent) must be made 1 (one) months before the earliest event starts, or according to the agreed Invoice.
- 4.4 In the event that the first event starts less than 6 months, payment is made according to the provisions in the Quotation
- 4.4 Payment is made by transfer to an account **AKSA CREATIVE** at: Banks

	: BCA
Branch	: KCP Nusantara
Account number	: 7150936122
On behalf of	: Adrian Humam

- 4.5 Fees that have been paid cannot be returned for any reason, unless it is an error **AKSA CREATIVE**.

### 5. POST PRODUCTION

- 5.1 **AKSA CREATIVE** will distribute the results of the work with the following conditions:
  - 5.1.1 Post Production Sequence of Photos:
    - (a) **AKSA CREATIVE** will send color tone samples that have been applied to several photos within 14 (fourteen) working days after the last event is finished;
    - (b) After **CLIENT** agree with the color tone sample as point a, **AKSA CREATIVE** will provide all photos that have been applied with an approved color tone ("Tone Applied Photo") **CLIENT** within 14 (fourteen) working days in digital form via *e-mail* or *we-transfer* or cloud server (Google Drive) or other electronic media;
    - (c) After the process in point b, **CLIENT** must choose the Tone Applied Photo according to the amount in the Quotation for processing *beauty edit/retouch* ("Edited Photo"). Edited Photo will be sent by **AKSA CREATIVE** within 14 (fourteen) working days after the **CLIENT** provides the Tone Applied Photo according to the quantity in the Quotation.
    - (d) After the Edited Photo has been approved by the **CLIENT**, the Edited Photo will be processed for the photobook layout. **CLIENT** You must also choose Edited Photo for the number of canvas prints listed in the Quotation.
    - (e) **AKSA CREATIVE** will send photobook layout design in digital format (JPEG/PDF) for approval **CLIENT** within 14 (fourteen) working days after the Edited Photo is approved by **CLIENT**.
    - (f) **AKSA CREATIVE** will process the photobook and canvas prints, according to the Quotation, within 14 (fourteen) working days after the photobook layout is approved by **CLIENT** as stated in point e.
    - (g) After the printing process, the photo post production process flow is complete.
    - (h) Process *beauty edit* listed in point c are not included *editing* change in physical form, but including the process of smoothing or *smoothing* photos in terms of composition, color.
  - 5.1.2 Sequence of Post Production of Video Results:
    - (a) **AKSA CREATIVE** will send the video results within 21 (twenty one) working days after the last event finishes in digital form via *e-mail* or *we-transfer* or cloud server (Google Drive);
    - (b) If there is no revision from the **CLIENT**, the video post production process flow is complete.
- 5.2 **CLIENT** has the right to revise the results of the work for a maximum of 1 (one) revision related to the results of the work given **AKSA CREATIVE**.
- 5.3 Any revisions above *feedback* **CLIENT** takes 14 (fourteen) working days until the revised results are delivered back to **CLIENT**.
- 5.3 The Post Production Process Period is very dependent on *feedback* **CLIENT**.
- 5.7 Goods as a result of work in accordance with the Quotation that has been received by **CLIENT** Can not be returned.

### 6. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 6.1 Rights and Obligations of AKSA CREATIVE

- a. **AKSA CREATIVE** entitled to receive payment in accordance with the provisions in article 4 of these T&C.
- b. **AKSA CREATIVE** entitled to carry out the Work in accordance with the standards determined by **AKSA CREATIVE** as long as it is to maximize the results of the Work done for **CLIENT**.
- c. **AKSA CREATIVE** entitled to a rundown of events on the schedule and location of each event.

- d. **AKSA CREATIVE** owns the copyright on the photos and/or videos resulting from the Work and **AKSA CREATIVE** has the right to use photos and/or videos of the results of the Work for the benefit of **AKSA CREATIVE** including but not limited to use on social media, promotions, catalogs and activities **AKSA CREATIVE** other.
- e. **AKSA CREATIVE** can provide direction and give opinion to **CLIENT** related to the Job.
- f. **AKSA CREATIVE** must prepare at least 1 (one) hour before the event starts.
- g. **AKSA CREATIVE** obligated to carry out the work properly in accordance with the Quotation.
- h. **AKSA CREATIVE** is obliged to submit the results of the Work in accordance with the provisions in Article 5 of these T&C.
- i. **AKSA CREATIVE** must keep all photo and/or video data files within 6 (six) months after the end of this T&C.

#### 6.2 Rights and Obligations of CLIENTS

- a. **CLIENT** entitled to get the results of the work according to the Quotation carried out by **AKSA CREATIVE**.
- b. **CLIENT** is entitled to obtain briefings and concepts related to the Work from **AKSA CREATIVE**.
- c. **CLIENT** entitled to get 1 (one) time revision related to the results of the Work in accordance with the provisions in article 5 of these T&C.
- d. **CLIENT** entitled to get edited soft copy photo and/or video files in *flash* provided by **AKSA CREATIVE**.
- e. **CLIENT** entitled to all unedited soft copy photo and/or video files with storage media that must be provided by **CLIENT** Alone.
- f. **CLIENT** entitled to get all items related to the Work as stated in the Quotation
- g. **CLIENT** obliged to make payments to **AKSA CREATIVE** in accordance with the provisions in article 4 of these T&C.
- h. **CLIENT** obliged to provide a rundown of events, coordinate and cooperate with **AKSA CREATIVE** during the event.

#### 7. TERMINATION OF T&C

- 7.1 **THE PARTIES** The Parties may terminate these T&C with a notification of 30 (thirty) days before the day of termination and all advances and payments that have been paid to **AKSA CREATIVE** cannot be returned to **CLIENT**.
- 7.2 The parties agree to and waive terms **Article 1266** and **Article 1267** Civil Code as long as termination is required **T&C** this by a court decision.

#### 8. FORCE MAJEURE

- 8.1 Things that are considered as Force Majeure (**Force Majeure**) in **T&C** this is an event or event outside the control **The parties**, including but not limited to natural disasters, fires, wars, national labor strikes, epidemics and riots resulting in **T&C** this cannot be implemented.
- 8.2 In the case of Force Majeure (**Force Majeure**), so **Party** those who experience must notify in writing to **Party** regarding the occurrence of Force Majeure (**Force Majeure**) at the latest **14 (fourteen) working days** counted from the occurrence of Force Majeure (**Force Majeure**). Delay or failure to notify a Force Majeure event (**Force Majeure**) result in the invalidity of the event as Force Majeure (**Force Majeure**).
- 8.3 Any and every problem that arises as a result of the Force Majeure (**Force Majeure**) will be resolved by **The parties** by deliberation to reach a consensus.

#### 9. NEGLIGENCE

- 9.1 Negligence (Default) against **T&C** this is when one **Party** negligent in carrying out obligations and/or violating a provision referred to in **T&C** this.
- 9.2 In the event of an incident as stated in **verse 1** This article, then **Party** others can terminate **T&C** this by giving written notification at the latest in time **30 (thirty) working days** before the termination date **T&C**.

#### 10. SETTLEMENT OF DISPUTES

- 10.1 **T&C** this is regulated and interpreted in the Law of the Republic of Indonesia.
- 10.2 Any disputes that arise relating to the implementation **T&C** this will be resolved by deliberation and consensus. In the event that there is no consensus then **The parties** agreed to settle it through the District Court Registrar's Office **South Jakarta**.

#### 11. OTHER THINGS

- 11.1. Things that haven't been regulated or haven't been sufficiently regulated in **T&C** this will be further regulated in a separate written agreement in another form which is an integral and inseparable part of **T&C** this.
- 11.2. **T&C** this does not end if there is a change in management **AKSA CREATIVE** or **CLIENT**, in which case the successors and/or assignees are from **AKSA CREATIVE** or **CLIENT**, must comply with and comply with the terms and conditions **T&C** this.