General Terms and Conditions (GTC)

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1. Scope of Application

1.1
These General Terms and Conditions (GTC) apply to all business relationships between Studio Seciao (“Studio”) and the client (“Client”). They shall apply even if not expressly referred to in individual cases.

1.2
These GTC apply exclusively to legal transactions with entrepreneurs within the meaning of the Austrian Commercial Code (B2B transactions). To the extent that the Studio also contracts with consumers, the mandatory provisions of the Austrian Consumer Protection Act (KSchG) shall prevail over any conflicting provisions of these GTC.

1.3
The version valid at the time of contract conclusion applies.

1.4
Deviating terms of the Client shall only apply if expressly confirmed by the Studio in writing. The Studio hereby expressly objects to any general terms and conditions of the Client.

1.5
If any provision of these GTC is or becomes invalid, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.

1.6
The Studio reserves the right to amend these GTC. The Client shall be informed of any amendments. Amendments shall be deemed accepted unless the Client objects in writing within 14 days of notification. The Studio shall expressly draw the Client’s attention to this consequence in the notification.

2. Contract Formation

2.1
Offers by the Studio are non-binding and valid for 14 days unless otherwise stated.

2.2
If the Client submits an order, the Client remains bound to the order for two weeks.

2.3
A contract is concluded through written acceptance, written confirmation, or commencement of work by the Studio.

3. Social Media Platforms

3.1
The Studio expressly informs the Client that providers of social media platforms (e.g. Instagram, TikTok, Facebook, YouTube; hereinafter "Providers") reserve the right in their terms of use to reject, restrict, or remove content and advertisements at any time and for any reason.

3.2
The Studio works on the basis of the Providers' terms of use, over which it has no influence. By placing an order the Client expressly acknowledges that the applicable terms of use of the relevant Providers co-determine the rights and obligations under the contractual relationship.

3.3
Although the Studio will use its best efforts to comply with all applicable platform policies, it cannot guarantee that content will remain published or accessible at all times. The Studio shall not be liable for the removal, restriction, or de-prioritisation of content by Providers, unless such removal is caused by the Studio's gross negligence or wilful misconduct.

4. Protection of Concepts and Ideas

4.1
If the Client invites the Studio to develop a creative concept prior to conclusion of a principal contract, and the Studio accepts such invitation, a separate contractual relationship ("pitching agreement") shall arise. These GTC shall also apply to the pitching agreement.

4.2
The Client acknowledges that developing a concept involves cost-intensive creative services, even if the Client has not yet assumed any performance obligations.

4.3
To the extent that they reach the threshold of originality required for copyright protection, the linguistic, photographic, and graphic elements of the concept are protected under the Austrian Copyright Act (Urheberrechtsgesetz). The Client is not permitted to use or edit such elements without the Studio's prior written consent.

4.4
Furthermore, the concept may contain creative ideas that do not reach the threshold of copyright protection but are nonetheless commercially valuable. Such ideas include, but are not limited to, visual concepts, mood boards, campaign slogans, content strategies, storyboards, colour schemes, and styling concepts. These elements are protected under this agreement to the extent that they are unique and characterise the proposed creative direction.

4.5
The Client undertakes not to use, exploit, or have exploited any creative ideas presented by the Studio as part of the concept, except within the framework of a principal contract to be concluded subsequently.

4.6
If the Client believes that the Studio presented ideas that the Client already had prior to the presentation, the Client shall notify the Studio thereof in writing (e-mail is sufficient) within 14 days of the presentation, providing supporting evidence that allows chronological attribution. In the absence of such notification, it shall be presumed that the idea was new to the Client.

4.7
The Client may be released from the obligations under this Section by paying a reasonable compensation (plus statutory VAT, if applicable). Such release shall become effective only upon receipt of the full compensation by the Studio.

5. Scope of Services

5.1
The Studio provides photography, videography, content creation, creative direction, social media content, advertising campaigns, event and wedding photography, post-production, concept development, and brand consulting.

5.2
The scope of services shall be determined by the Studio's offer, order confirmation, and/or briefing documents. Subsequent changes require written confirmation by the Studio.

5.3
Deliverables are provided digitally unless otherwise agreed.

5.4
The Studio retains artistic and creative freedom within the framework specified by the Client.

6. Client Responsibilities

6.1
The Client shall provide all necessary materials, information, and rights (e.g. logos, music rights, trademarks, location permits) completely and in a timely manner.

6.2
The Client guarantees that all materials provided are free from third-party rights (copyrights, trademark rights, personality rights, etc.) and may be used for the agreed purpose. The Client shall indemnify and hold harmless the Studio from any third-party claims arising from materials provided by the Client.

6.3
The Client shall bear any additional costs arising from incorrect, incomplete, or subsequently amended instructions.

7. Third-Party Services

The Studio may engage third parties (e.g. assistants, stylists, drone operators, editors, studios, or other specialists) to fulfil the order. The Studio shall select such third parties with due care.

8. Deadlines and Delivery

8.1
Delivery dates may be agreed as binding or as approximate/non-binding.
Binding deadlines must be confirmed by the Studio in writing.

8.2
Delays caused by the Client or by circumstances beyond the Studio's control (force majeure) shall extend deadlines accordingly.

8.3
After successful digital delivery, the Studio assumes no liability for data loss on the Client's side.

9. Weather Conditions

9.1
Outdoor productions are dependent on weather conditions. If weather makes production impossible or unreasonable, a new date shall be arranged.

9.2
Any additional costs arising from weather-related rescheduling shall be borne by the Client.

10. Drone Operations

10.1
Drone flights are subject to applicable legal requirements, weather conditions, and safety considerations.

10.2
If a drone flight is not possible, the production will be adapted accordingly.
The Studio shall not be liable for the inability to carry out drone operations due to regulatory or safety restrictions.

11. Pricing and Payment

11.1
All fees are stated as net amounts. The Studio is currently exempt from value added tax (VAT) pursuant to § 6 Abs 1 Z 27 UStG (small business exemption). Should the Studio become VAT-registered in the future, statutory VAT shall be added to all fees.

11.2
The Studio may require a deposit of 30–50% of the estimated project fee prior to commencement of work.

11.3
Invoices are due for payment within 7–14 days of receipt, without deduction, unless otherwise agreed in writing.

11.4
In the event of late payment, statutory default interest for B2B transactions shall apply. The Client shall also reimburse reasonable dunning and collection costs, including the costs of at least two dunning letters at a market rate of currently EUR 40 each and, if applicable, the costs of a collection lawyer.

11.5
Overtime, additional services, and any expenses not expressly covered by the agreed fee shall be billed separately.

11.6
If the Client is in default of payment, the Studio shall be entitled to **(a)** demand immediate payment of all outstanding invoices from other contracts with the Client; and **(b)** withhold further services until all outstanding amounts have been settled. The Client's obligation to pay fees shall not be affected.

11.7
If payment by instalments has been agreed and any instalment is not paid on time, the full remaining balance shall become immediately due (acceleration clause).

11.8
The Client may only set off claims against the Studio's claims if the Client's counterclaim has been acknowledged by the Studio in writing or established by a court of law.

11.9
The Studio retains title to all physical goods delivered until full payment of all fees and ancillary claims.

12. Cancellation

In the event of cancellation by the Client, the following fees shall apply:

(a) More than 14 days before the scheduled production date:
the deposit is non-refundable.

(b) Less than 14 days before the scheduled production date:
50% of the total project fee.

(c) On the day of production or no-show: 100% of the total project fee.
If the Client cancels without cause, the Studio shall additionally be entitled to compensation for any third-party costs already incurred.

13. Copyright and Usage Rights

13.1
All copyrights and related rights to the Studio's work (including but not limited to photographs, videos, concepts, designs, drafts, sketches, mood boards, and edits) shall remain with the Studio and/or the respective author.

13.2
Upon full payment of all agreed fees, the Client shall acquire a simple (non-exclusive) right to use the delivered work for the agreed purpose. Unless otherwise agreed in writing, usage rights shall be limited to the territory of Austria.

13.3
Prior to full payment, any use of the Studio's work by the Client shall be on the basis of a revocable, gratuitous licence (loan) which the Studio may terminate at any time.

13.4
Editing, modification, or further development of the Studio's work by the Client or by third parties on behalf of the Client is prohibited without the Studio's prior written consent.

13.5
Use beyond the originally agreed purpose and scope requires the Studio's written consent and shall entitle the Studio and/or the author to a separate reasonable fee.

13.6
RAW files and images not selected by the Studio are not part of the deliverables and will not be provided. Image selection is at the Studio's sole discretion.

13.7
After expiration of the contract, further use of the Studio's work shall require the Studio's consent and shall be subject to the following fees:

(a) First year after contract expiration: 100% of the originally agreed fee.

(b) Second year after contract expiration: 50% of the originally agreed fee.

(c) Third year after contract expiration: 25% of the originally agreed fee.

(d) From the fourth year onwards: no additional fee is payable.

13.8
In the event of any unauthorised use of the Studio's work, the Client shall be liable to pay twice the reasonable fee that would have been payable for the authorised use.

14. Portfolio and Self-Promotion

14.1
The Studio may use the work created under the contract for its own portfolio, website, social media channels, marketing materials, and competition entries.

14.2
The Studio may reference its current or former business relationship with the Client, including use of the Client's business name and logo, for self-promotional purposes. The Client may revoke this consent in writing at any time.

15. AI Usage Restriction

The content delivered by the Studio may not be used, in whole or in part, to train, develop, fine-tune, or otherwise feed artificial intelligence systems, machine learning models, or similar technologies, without the Studio's prior written consent.

16. Equipment Damage

The Client shall be liable for any damage to the Studio's equipment caused by the Client, the Client's employees, or third parties within the Client's sphere of responsibility during a production.

17. Archiving

Project data (including final deliverables) is archived by the Studio for a maximum of 3 years from delivery. After this period, the availability of data cannot be guaranteed. The Client is responsible for maintaining its own backups.

18. Acceptance

18.1
The Client shall inspect the delivered work and notify the Studio of any defects or complaints in writing within 8 days of delivery. Hidden defects must be reported in writing within 8 days of their discovery.

18.2
If no complaint is made within the applicable period, the work shall be deemed accepted. In that case, any warranty claims, claims for damages on account of defects, and the right to contest the contract on grounds of error shall be excluded.

19. Warranty

19.1
Defects must be reported in writing within 8 days of delivery (or discovery in the case of hidden defects), including a description of the defect.

19.2
In the case of a justified and timely complaint, the Studio shall be entitled to remedy the defect (improvement or replacement) within a reasonable time.

19.3
The warranty period is 6 months from delivery/completion of the service.

20. Liability

20.1
The Studio shall be liable only for damage caused by gross negligence or wilful intent. Liability for slight negligence is excluded, whether for direct or indirect damage, lost profits, or consequential damages.

20.2
Any liability of the Studio shall be limited to the net value of the relevant contract.

20.3
Claims for damages shall become time-barred 6 months after the Client becomes aware of the damage and the party liable, and in any event 3 years after the Studio's act or omission giving rise to the claim.

21. Force Majeure

Events beyond the Studio's control (e.g. illness, natural disasters, pandemics, governmental measures, technical failures) may delay or prevent performance. In such cases, the Studio's obligations shall be suspended for the duration and extent of the impediment. If such impediment continues for more than two months, either party may rescind the contract.

22. Early Termination

22.1
The Studio may terminate the contract for cause with immediate effect, in particular if **(a)** performance becomes impossible for reasons attributable to the Client; **(b)** the Client repeatedly breaches material obligations despite written warning and a 14-day grace period; or **(c)** legitimate concerns exist regarding the Client's creditworthiness and the Client fails to provide advance payment or adequate security upon request.

22.2
The Client may terminate the contract for cause if the Studio repeatedly breaches material obligations despite written warning and a grace period of at least 14 days.

23. Data Protection

23.1
Personal data of the Client (e.g. name, business address, e-mail, telephone number, bank details) shall be collected, stored, and processed by the Studio for the purpose of contract performance and client management in accordance with the EU General Data Protection Regulation (GDPR) and applicable Austrian data protection legislation.

23.2
Where the Client consents, the Studio may also process such data for its own marketing purposes (e.g. newsletters, offers). Such consent may be revoked at any time in writing (e-mail is sufficient).

23.3
Further details are set out in the Studio's Privacy Policy, available at www.seciao.com.

24. Applicable Law

The contract and all rights and obligations arising therefrom shall be governed by Austrian substantive law, excluding its conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

25. Place of Jurisdiction

25.1
The place of performance shall be the Studio's registered office in Graz, Austria.

25.2
The agreed place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the competent court in Graz, Austria. The Studio shall additionally be entitled to bring proceedings at the Client's general place of jurisdiction.

26. Language Usage / Gender Notice

Where only the masculine form is used in these Terms and Conditions when referring to natural persons, it shall be understood to refer equally to all genders. When referring to a specific person, the respective gender-specific form shall be used.