

Privacy Policy – D Creative Works

Effective Date: 1 January 2025

Business Type: Eenmanszaak in Overige Dienstverlening (rest)

Registered in the Netherlands

Chamber of Commerce (KvK) Registration No.: 96067446

VAT Identification No.: NL005186166B09

1. Scope and Applicability

This Privacy Policy (hereinafter: the “Policy”) governs the manner in which D Creative Works (hereinafter referred to as the “Service Provider”) processes personal data in connection with the provision of tattoo services, related creative services, and any ancillary activities. This Policy is enacted pursuant to the obligations set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council (*General Data Protection Regulation*, hereinafter: “GDPR”), and the Dutch Implementation Act (*Uitvoeringswet Algemene Verordening Gegevensbescherming*, hereinafter: “UAVG”). By engaging the services of the Service Provider, the data subject (hereinafter: the “Client”) acknowledges and consents to the data processing practices outlined herein.

This Policy applies, where applicable, to personal data processed in connection with other creative or artistic services offered by the Service Provider, including but not limited to the design and production of music, visual artworks, digital illustrations, and similar forms of commissioned work, as referenced in Clause 13 of the Terms and Conditions. This Policy applies to all Clients whose personal data is processed by the Service Provider, irrespective of whether the services were initiated online, in person, or through other means of communication, and regardless of whether formal registration has occurred.

2. Identity of the Data Controller

The data controller responsible for the processing of personal data is:

D Creative Works

Business Type: Eenmanszaak in Overige Dienstverlening (rest)

Registered in the Netherlands

Chamber of Commerce (KvK) Registration No.: 96067446

VAT Identification No.: NL005186166B09

Registered Address: Amsterdam, address on request

Email: diclxbusiness@gmail.com

Phone: On request

3. Categories of Data Collected

The Service Provider may collect and process the following categories of personal data, whether directly from the Client or indirectly via operational systems:

- Full legal name.
- Contact details (email address, phone number).
- Age or confirmation of legal adulthood.
- Medical information voluntarily disclosed by the Client, including but not limited to allergies, use of blood-thinning medication, dermatological conditions, immunological disorders, pregnancy, epilepsy, or other relevant health matters.
- Design preferences and notes arising from consultations.

- Payment transaction records (excluding full payment card details).
- Photographic and audiovisual material captured during the provision of services.
- Online identifiers and IP addresses, where applicable, through the use of the Service Provider's website.

The Service Provider does not knowingly collect or process personal data of individuals under the age of eighteen (18). Where data qualifies as special categories under Article 9(1) GDPR, it shall be processed only upon explicit consent.

4. Legal Bases for Processing

Personal data shall be processed only where a valid legal basis exists pursuant to Article 6(1) of the GDPR, including but not limited to:

- Consent (Art. 6(1)(a)) — obtained for optional disclosures, including photographic or audiovisual media usage.
- Performance of a contract (Art. 6(1)(b)) — necessary to provide and fulfil the contracted services.
- Legal obligation (Art. 6(1)(c)) — including compliance with tax laws and administrative record-keeping requirements.
- Legitimate interest (Art. 6(1)(f)) — where processing is necessary for maintaining safety, operational records, and business management.

Processing of sensitive (special category) data under Article 9 shall only occur pursuant to explicit informed consent or when legally mandated. The Client retains the right to withdraw consent at any time, without affecting the lawfulness of processing carried out prior to such withdrawal.

5. Purpose of Processing

Personal data is collected and processed primarily to facilitate the provision of tattoo-related services, including but not limited to the following purposes:

- Administration and management of appointments and consultations.
- Preparation and creation of bespoke artworks and designs.
- Client identification, verification, and confirmation of legal eligibility.
- Ensuring compliance with health, hygiene, and safety regulations.
- Financial administration, including management of deposits and invoicing.
- Conducting internal analytics aimed at service enhancement.
- Portfolio development, marketing, and editorial usage, subject to the Client's right to opt out.
- Compliance with applicable legal requirements and regulatory audits.

6. Retention Periods

Personal data shall be retained only for as long as is necessary to fulfil the purposes for which it was collected, and no longer. Retention periods are determined with regard to statutory obligations and the principles of data minimisation and storage limitation. Specific retention guidelines are as follows:

- Client and transaction records shall be retained for a period not exceeding seven (7) years, in accordance with the Dutch *Wet op de Rijksbelastingen*.

- Health disclosures and consent forms shall be retained for a period of two (2) years, unless longer retention is required by applicable law or justified by ongoing legal obligations.
- Photographic and audiovisual material may be retained indefinitely for archival, editorial, or commercial purposes, unless the data subject withdraws consent in accordance with Clause 8 of this Policy.

Upon expiry of the retention period, all personal data shall be securely deleted, rendered inaccessible, or irreversibly anonymised in accordance with prevailing industry standards.

7. Data Transfers and Third-Party Access

Personal data shall not be transferred, sold, or otherwise disseminated to third parties, except under the following circumstances:

- Where necessary to comply with legal obligations or judicial orders.
- To authorised third-party service providers operating under a *verwerkersovereenkomst* (data processing agreement), such as booking software or secure hosting platforms.
- Where explicit consent is obtained from the Client.

All external processors shall be contractually bound by confidentiality, data integrity, and security obligations in accordance with Article 28 of the General Data Protection Regulation (GDPR). Such processors may only process data on documented instructions from the Service Provider and shall not engage in independent processing activities.

Data shall not be transferred outside the European Economic Area (EEA) unless such transfer is subject to appropriate safeguards in accordance with Chapter V of the GDPR.

8. Rights of the Data Subject

In accordance with Chapter III of the GDPR, the Client retains the following rights in respect of their personal data:

- Right of access (Art. 15) — to view stored data.
- Right to rectification (Art. 16) — to correct inaccuracies.
- Right to erasure (Art. 17) — “right to be forgotten,” subject to legal exceptions.
- Right to restriction of processing (Art. 18).
- Right to data portability (Art. 20).
- Right to object (Art. 21) — to processing under legitimate interest.
- Right to withdraw consent — at any time, where processing is based on consent.
- Right to lodge a complaint — with a supervisory authority.

Requests to exercise any of these rights may be submitted via email to the contact address specified in Clause 2. The Service Provider shall respond within the statutory timeframe of one (1) calendar month from receipt of a valid request, subject to any permissible extensions under Article 12(3) GDPR.

9. Supervisory Authority

In the event that the Client is dissatisfied with the manner in which their personal data is processed, they have the right to lodge a formal complaint with the competent supervisory authority in the Netherlands:

Autoriteit Persoonsgegevens
Website: <https://autoriteitpersoonsgegevens.nl>
Telephone: 088 - 1805 250

The Service Provider encourages Clients to contact them directly in the first instance, so that any concerns may be addressed promptly and amicably.

10.Cookies and Digital Interaction

Where the Service Provider operates a website, cookies and similar tracking technologies may be employed for purposes including session management, website analytics, and optimisation of the user experience.

Clients shall be notified of the use of such technologies via a cookie banner upon first visit, in accordance with Article 5(3) of the ePrivacy Directive (*Directive 2002/58/EC*) and applicable Dutch implementation guidelines.

Non-essential cookies (such as those used for marketing or analytics) shall not be placed without the Client's informed and explicit consent. Opt-out mechanisms shall be made available for any non-strictly necessary cookies.

11.Amendments and Updates

The Service Provider reserves the right to amend or update this Privacy Policy at any time, without prior notice, to reflect changes in legal obligations, operational practices, or data processing activities.

The most recent version shall always be published on the Service Provider's official website and shall supersede any previous iterations. Clients are encouraged to consult this Policy periodically to remain informed of any updates.

12.Data Security

The Service Provider adopts appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 GDPR. These include, but are not limited to, encryption, access control, secure transmission protocols, and physical safeguarding of hardcopy records.

All systems are subject to routine evaluation and updates to maintain confidentiality, integrity, and availability of personal data.

13.Severability and Entire Agreement

This Privacy Policy constitutes the entire agreement between the Client and the Service Provider and supersede any prior or contemporaneous communications, representations, understandings, or agreements, whether oral or written, relating to the subject matter herein. No verbal assurances or informal arrangements shall be deemed binding unless confirmed in writing by the Service Provider.

If any provision of this Privacy Policy is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or pursuant to applicable law, such provision shall be deemed severed from the Privacy Policy to the extent of its invalidity, and the remainder shall remain in full force and effect, unaffected thereby.

14. Language and Translation

The Privacy Policy is originally drafted in the English language. In the event of translation into another language for reference or accessibility purposes, the English version shall prevail in all cases of ambiguity, inconsistency, or interpretative conflict.

Headings, clause titles, and formatting conventions are for reference and convenience only and shall not affect the construction or interpretation of this Privacy Policy.