

Terms and Conditions – 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

These general terms and conditions (hereinafter: the “Terms”) govern all engagements, bookings, agreements, and provision of services entered into between D Creative Works (hereinafter: the “Service Provider”) and any individual or entity (hereinafter: the “Client”) who commissions, books, or otherwise solicits services, whether through the Service Provider’s digital platform, physical premises, or any other medium, whether electronic, verbal, or written.

2. Eligibility

The provision of services is strictly limited to individuals who have attained the age of eighteen (18) years, in accordance with the *Warenwetbesluit tatoeëren en piercen*, the Dutch Civil Code (*Burgerlijk Wetboek*), and applicable European Union law. The Client hereby affirms and warrants compliance with this age requirement.

The Service Provider reserves the right, but not the obligation, to request government-issued identification in any case where, at the sole discretion of the Service Provider, the Client’s age is in doubt. Misrepresentation or concealment of age is the sole responsibility of the Client and shall relieve the Service Provider of any and all associated obligations, liabilities, or consequences arising therefrom.

The Client further affirms that all information provided, whether personal, medical, or otherwise, is accurate, complete, and up to date. Any false, misleading, or incomplete disclosure shall entitle the Service Provider to refuse, suspend, or terminate the service without refund or liability.

3. Fees, Pricing and Payment

Fees shall be determined based on the complexity, scope, placement, and estimated duration of the requested tattoo service. A non-binding estimate of the total fee shall be communicated to the Client prior to confirmation. The Service Provider reserves the right to revise such estimate in the event the Client requests substantial changes to the design, scale, or concept. Unless expressly stated otherwise, all quoted prices are inclusive of consultation time, design work, and the applicable statutory value-added tax (VAT) at the prevailing rate of twenty-one percent (21%), as required under Dutch tax law (*Wet op de omzetbelasting 1968*).

Payment shall be rendered in legal tender, either in cash or via recognised digital payment systems, including but not limited to direct bank transfers, debit card payments, and PayPal. Payments made in cryptocurrency or any non-fiat form of speculative digital asset shall not be accepted under any circumstances. Payments are to be made in euros (EUR) where feasible; however, the Service Provider retains sole discretion to accept payment in other convertible currencies subject to prior agreement.

In the event of late payment, the Client shall owe statutory interest (*wettelijke rente*) in accordance with *Article 6:119* of the Dutch Civil Code, as well as any extrajudicial collection costs reasonably incurred.

4. Appointments, Deposits, and Walk-in Services

All appointments must be scheduled in advance via electronic, verbal, or in-person communication. A deposit equal to twenty percent (20%) of the estimated total service fee is required to reserve a specific appointment date. This deposit serves both as a financial commitment and a reservation of time, during which the Service Provider will prepare a bespoke tattoo design.

Upon receipt of the deposit, a consultation shall be initiated to establish the stylistic, thematic, and conceptual preferences of the Client. While the design process is collaborative, the Service Provider retains ultimate artistic discretion. The Client shall be presented with the final design prior to the scheduled appointment date. All preliminary designs and sketches remain the exclusive intellectual property of the Service Provider, even in the event of cancellation.

The deposit shall be credited towards the final service fee and is non-refundable, *exceptio non adimpleti contractus* notwithstanding, unless the Service Provider unilaterally cancels the appointment without reasonable cause and declines to offer alternative scheduling. For the avoidance of doubt, the inability of the Client and the Service Provider to reach mutual agreement on the final design, or the Client's failure to cooperate meaningfully during the consultation process, shall constitute valid grounds for cancellation without refund of the deposit. In cases of cancellation or no-shows by the Client, the deposit shall be forfeited. The Service Provider reserves the right to refuse future appointments to Clients who fail to appear or cancel on short notice.

For ad-hoc tattoo services, including but not limited to walk-in appointments, no deposit shall be required. Such services are subject to schedule availability and rendered at the sole discretion of the Service Provider. Walk-in availability is expressly not guaranteed.

5. Health Disclosures and Assumption of Risk

The Client affirms, under penalty of forfeiture and indemnity, that they are not under the influence of alcohol, narcotics, or any substance that may impair cognitive function or physical capacity at the time of service. The Client further affirms that they have disclosed all relevant medical conditions, including but not limited to: dermatological disorders, hypersensitivities, blood-borne illnesses, pregnancy, epilepsy, immunodeficiencies, and the use of anticoagulants or blood-thinning medication (e.g., acetylsalicylic acid, warfarin, or related substances), as well as any other health-related concerns that may affect the tattooing process or healing outcome.

The Client may be required to sign a separate health declaration and informed consent form prior to service.

The Client acknowledges that tattooing constitutes physical intrusion into the epidermis and entails inherent and unforeseeable risks, including, inter alia, infection, allergic reaction, scarring, and other complications. The Service Provider expressly disclaims all liability for any adverse effects resulting from the Client's failure to make full and truthful disclosures.

6. Aftercare and Performance Disclaimer

The Client shall receive detailed aftercare instructions, which must be adhered to in full. Healing outcomes may vary due to individual physiology, skin characteristics, hygiene, physical activity, and environmental factors. The Service Provider makes no guarantee, warranty, or representation, whether express, implied, or statutory, regarding the final appearance, healing duration, or pigment retention of any tattooed area.

The Client acknowledges that aftercare guidance is based on recommendations issued by competent healthcare authorities and informed by best practices and standards widely accepted within the professional tattoo and body art industry. Full compliance with these instructions is the sole responsibility of the Client, and the Service Provider bears no liability for healing irregularities, allergic reactions, pigment loss, or other complications resulting from non-compliance, negligence, or factors outside the Service Provider's control.

7. Waiver of Liability

To the fullest extent permitted under the Dutch Civil Code (*Burgerlijk Wetboek*), the Client irrevocably waives, releases, and discharges the Service Provider, its proprietor, employees, agents, contractors, affiliates, successors, and assigns from any and all claims, causes of action, demands, damages (whether actual or consequential), losses, liabilities, or expenses, whether known or unknown, arising out of or in connection with the services rendered, including but not limited to bodily harm, psychological trauma, dissatisfaction, or medical complications.

The Client further waives any right to initiate litigation, arbitration, or administrative complaint against the aforementioned parties, to the fullest extent permitted by applicable law.

Nothing in this clause shall be construed to exclude or limit liability where such exclusion or limitation is prohibited under applicable law, including in cases of gross negligence or intentional misconduct.

8. Image Rights and Intellectual Property

Photographic and/or audiovisual documentation may be created during or after the provision of services. By accepting these Terms, the Client grants the Service Provider an irrevocable, worldwide, royalty-free licence to use, reproduce, publish, and disseminate such material in perpetuity, for commercial, editorial, archival, or promotional purposes, in any medium now known or hereafter devised. Ownership of such materials shall remain exclusively with the Service Provider.

Where such documentation contains identifiable features (e.g., facial likeness or voice), such use shall be subject to explicit, GDPR-compliant consent under *Article 6(1)(a)* of the Regulation. Clients who do not consent must notify the Service Provider in writing prior to the scheduled appointment and obtain written acknowledgment thereof.

Tattoo designs, preparatory sketches, and any derivative artwork created by the Service Provider shall remain the sole and exclusive intellectual property of the Service Provider. Such material may not be copied, reproduced, modified, distributed, or reused in any form, whether commercial or non-commercial, without the prior written consent of the Service Provider.

Unlawful use or reproduction of said material shall constitute an infringement of intellectual property rights protected under the *Auteurswet* (Dutch Copyright Act) and applicable European Union directives. The Service Provider expressly reserves the right to pursue all available civil

remedies, including but not limited to injunctive relief, monetary damages, and recovery of legal costs in the event of infringement or unauthorised use.

9. Refunds and Financial Considerations

All payments rendered shall be deemed final. Refunds shall not be issued on the basis of subjective dissatisfaction, aesthetic preference, or any outcome-related grounds. Deposits are non-refundable except as expressly provided in Clause 4. Once tattooing has commenced, no portion of the service fee shall be reimbursed under any circumstances.

For other commissioned creative works, the Client acknowledges and agrees to waive the statutory right of withdrawal under *Article 6:230p* of the Dutch Civil Code, in accordance with the European Consumer Rights Directive, where the work constitutes a custom-made service initiated at the Client's request.

10. Force Majeure

The Service Provider shall not be held liable for any failure or delay in the performance of its obligations under these Terms due to circumstances beyond its reasonable control ("Force Majeure"), including but not limited to natural disasters, governmental actions or restrictions, pandemics, illness, equipment failure, power outages, internet disruptions, or acts or omissions of third parties.

In the event of Force Majeure, the Service Provider reserves the right to reschedule the appointment at its sole discretion without incurring any liability or obligation to provide compensation.

11. Legal Jurisdiction and Governing Law

These Terms shall be governed by and construed in accordance with the laws of the country or territory in which the Service Provider is officially registered as a business at the time any dispute arises. Any disputes, claims, or controversies arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the competent civil court located in the judicial district or equivalent legal venue where the Service Provider's business is domiciled or registered at the time such dispute arises.

12. Data Protection and GDPR Compliance

The Service Provider processes personal data in accordance with the *General Data Protection Regulation (EU) 2016/679* ("GDPR") and the Dutch Implementation Act of the GDPR (*Uitvoeringswet Algemene Verordening Gegevensbescherming*, "UAVG"). Personal data collected shall be limited to what is strictly necessary for contractual, legal, and operational purposes, and shall be stored securely in compliance with applicable laws. Where health-related or biometric data is collected, it shall only be processed with the Client's explicit consent. For further information, please refer to the Service Provider's Privacy Policy, available at <https://dicle.ink/assets/docs/privacy.pdf>

13. Other Creative Services

In addition to tattooing services, the Service Provider may, at its sole discretion, offer ancillary or independent creative services, including but not limited to the creation of illustrations, design commissions, audiovisual works, and musical compositions. Unless expressly agreed otherwise in writing, such services shall be subject to the same Terms and Conditions set forth herein,

mutatis mutandis, including but not limited to provisions regarding fees, intellectual property rights, liability, and governing law.

Any deviations from the applicability of these Terms to such services shall require explicit written agreement between the Client and the Service Provider.

14. Severability and Entire Agreement

These Terms constitute 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 these Terms 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 Terms to the extent of its invalidity, and the remainder shall remain in full force and effect, unaffected thereby.

15. Language and Interpretation

These Terms are 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 these Terms.

16. Contact Information

For questions related to these Terms or the services provided, please contact:

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Email: diclxbusiness@gmail.com

Phone: On request