

General Terms & Conditions

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These Terms apply to every quote, order, assignment, deliverable and event production by Rockstars Digital. Approving a quote, completing a checkout or otherwise using our services means you accept these Terms in full, including the Event Terms in article 10.

Article 1 - Definitions & Scope

"Rockstars Digital", "we" or "us": the trade name of Cryptofamily Nederland OÜ (Reg. 17156167, Tallinn, Estonia). "Client": any person or organisation that approves a quote, places an order or commissions work. "Assignment": the work described in a quote or order. "Event": any event, panel, show, conference, activation or production the Assignment relates to.

These Terms apply to all services: AI-generated content (Photomotion, lookbooks, campaigns), digital models and digital twins, brand assets, websites, modules, dashboards and apps, and event production and management.

Terms or purchasing conditions of the Client do not apply unless we have accepted them in writing. Deviations from these Terms are only valid if confirmed in writing (email suffices).

Article 2 - Quotes, Approval & Agreement

Quotes are valid for 14 days unless stated otherwise. An agreement is formed when the Client approves a quote digitally (via the quote page), by email, by payment, or when we start work at the Client's request.

Approving a quote means accepting these General Terms, including the Event Terms. The name, email and timestamp recorded at digital approval count as binding proof of acceptance.

Only the parts selected and approved by the Client form part of the Assignment. Required parts cannot be approved separately. Work outside the approved scope is additional work, quoted and invoiced separately.

The person approving a quote warrants that they are authorised to bind the Client organisation.

Article 3 - Execution, Creative Freedom & Revisions

We execute every Assignment to the best of our ability (best-efforts obligation, not an obligation of result).

The Client grants us creative freedom within the agreed brief. Style, composition, colour, pacing, AI interpretation and art direction are our choice. Dissatisfaction with a creative choice within the brief is not a defect.

By commissioning us, the Client explicitly chooses this creative freedom. The creative outcome of campaigns, content and other deliverables is therefore not open to debate: there is no right to a refund, repair or redo based on taste, opinion or discussion about the result. If the Client wants a different outcome, that is a new Assignment with a new quote.

For brand and campaign work, a Brand Audit (/brand-audit) is a mandatory first step before production starts, unless explicitly waived in writing. The audit forms the shared basis for the brief and the creative direction.

The client portal is the single source of truth for the Assignment: all agreements, approvals, progress, planning, deliverables and outcomes are recorded there. Information in the portal prevails over verbal or informal arrangements.

Revisions are only included where explicitly stated in the quote or product. Extra revision rounds are additional work.

The Client supplies all materials, information, logos, access and approvals on time. Delays caused by the Client shift delivery dates and may lead to extra costs; they never release the Client from payment.

Deliverables are deemed accepted when the Client does not submit a substantiated complaint within 5 working days after delivery, or when the Client uses them.

Article 4 - AI Content & Digital Models

Our content is produced with generative AI combined with human art direction. AI output is by nature non-deterministic: exact reproduction, pixel-perfect likeness and uniqueness cannot be guaranteed. Similar output may be generated for others.

Digital models are synthetic. Any resemblance to existing persons is coincidental. Digital twins are only created from material of which the Client warrants that the depicted person has given explicit written consent for creation and commercial use.

The Client is responsible for how and where AI content is published, including any legal labelling or disclosure obligations (such as those under the EU AI Act and platform rules).

We may use AI tools of third parties. Their availability, limitations, filters and terms apply and are outside our control.

Article 5 - Prohibited Content & AI Limitations

We never produce, and the Client may not request or supply material for:

- nudity, pornographic, sexually explicit or sexually suggestive content;
- any content involving minors in a sexual, suggestive or exploitative context;
- violence, gore, self-harm, weapons glorification or content that incites harm;
- hate speech, discrimination, harassment or content targeting people for their origin, religion, gender, sexuality, disability or any other characteristic;
- political campaigns, political propaganda, election content or content impersonating politicians or public officials;
- deepfakes or likenesses of real persons without their demonstrable written consent;
- misleading, defamatory, illegal content or content infringing third-party rights (trademarks, copyrights, portrait rights).

AI tools may refuse or alter prompts through built-in safety filters. Such refusals are not a defect, give no right to a refund and do not release the Client from payment.

We may refuse, pause or terminate an Assignment at any time if we reasonably believe it conflicts with this article, without liability. Work already performed remains payable.

The Client indemnifies Rockstars Digitals against all claims resulting from material supplied or content requested by the Client.

Article 6 - Websites, Modules & Apps

Websites, modules, dashboards and apps are delivered as described in the quote. Functionality not explicitly described is not included.

We depend on third-party platforms (hosting, payment providers, email, app stores, AI and API services). We are not liable for their outages, changes, pricing, rejections or policies, including app store review decisions.

The Client is responsible for the content published, legal texts (privacy policy, cookie notice), GDPR compliance as data controller and the accuracy of prices and products.

Maintenance, updates, security patches and support are only included when agreed. Changes by the Client or third parties void any warranty on the affected parts.

Article 7 - Intellectual Property & Portfolio

After full payment, the Client receives a non-exclusive, perpetual licence to use the final deliverables for the agreed purposes. Until full payment, all rights remain with Rockstars Digitals.

Source files, prompts, workflows, templates, code libraries, tools and working methods remain our property unless explicitly transferred in writing.

We may show deliverables and event footage in our portfolio, social media and case studies, unless agreed otherwise in writing.

Article 8 - Payment

Invoices are payable within 30 days of the invoice date unless stated otherwise in the quote. Some products are paid in advance via checkout.

Where a quote states separate invoices, each invoice is due independently. All parts remain one Assignment.

If payment is late, the Client is in default without notice. We may charge statutory commercial interest and collection costs, and suspend work, deliveries, access and event services until payment is received.

Complaints do not suspend the payment obligation. Chargebacks without prior contact are a material breach of these Terms.

VAT: services are invoiced at 0% VAT under the applicable Estonian scheme unless stated otherwise.

Article 9 - Liability & Indemnification

Our total liability is limited to the invoice amount of the specific part of the Assignment the claim relates to, and never exceeds the amount actually paid by the Client for that part. If our insurance pays out, liability is limited to that payout.

We are never liable for indirect or consequential damage, including lost profit, revenue, ticket sales, sponsorship income, reputation, data, missed opportunities or claims from third parties.

We are not liable for damage caused by third parties, including venues, hotels, suppliers, artists, speakers, participants, crew hired by the Client or platforms.

The Client indemnifies Rockstars Digitals, its founder and freelancers against all third-party claims related to the Assignment, the Event, content supplied by the Client or its use of deliverables.

Claims must be submitted in writing within 30 days after the Client discovered or could have discovered the damage, and expire one year after the event giving rise to the claim.

These limitations do not apply in case of intent or deliberate recklessness of our management.

Article 10 - Event Terms

This article applies in addition to all other articles to every Assignment related to an Event. In case of conflict, this article prevails.

10.1 Role as external producer. Rockstars Digitals acts exclusively as an external producer, production manager and/or advisor on behalf of the Client. The Client is and remains the organiser of the Event and bears full organisational, financial, legal and final responsibility. We are never the organiser, host, venue operator, employer of participants or holder of permits.

10.2 Venue, hotel & location agreements. All agreements between the Client and a venue, hotel, location, caterer or other supplier are the sole risk and responsibility of the Client, including:

- the existence, content, completeness and confirmation of such agreements;
- booking, availability, rental periods, build-up and break-down times;
- costs, deposits, minimum spends, cancellation fees and penalties;
- house rules, capacity limits, noise limits, curfews and technical restrictions;
- verbal, informal or undocumented arrangements the Client claims to have made.

We may rely on information provided by the Client. If arrangements turn out to be non-existent, incomplete, changed or incorrect, the consequences (delays, extra work, cancellation, extra costs) are entirely for the Client's account. Extra work caused by this is invoiced additionally. We are never liable for the failure of a venue or hotel to deliver.

10.3 Permits, safety & insurance. The Client is responsible for all permits, licences, notifications (municipality, fire safety, music rights such as Buma/Sena), safety plans, crowd management, first aid, security and compliance with health and safety regulations. The Client arranges adequate event insurance, including liability, cancellation and equipment insurance.

10.4 No-show & cancellation by the Client. If the Client cancels or postpones the Assignment or Event, the following is due in addition to costs already incurred:

- more than 8 weeks before the Event: 25% of the approved total;
- 8 to 4 weeks before the Event: 50% of the approved total;
- less than 4 weeks before the Event: 100% of the approved total.

If the Event does not take place, is cancelled by the venue or other third party, or the Client or its representatives do not show up, the full approved amount remains payable. Postponement counts as cancellation unless a new date is agreed in writing within 14 days, subject to our availability.

10.5 Participants, artists, speakers & audience. We are not liable for no-show, late arrival, cancellation, conduct, statements, performances or demands of artists, DJs, panellists, speakers, hosts, participants, sponsors or visitors. Statements made during panels, shows or recordings are the sole responsibility of the person making them and the Client.

10.6 Recordings & consent. The Client ensures that all participants and visitors are informed about and, where required, consent to recording, photography and livestreaming. The Client indemnifies us against claims regarding portrait rights and privacy of participants and visitors.

10.7 Damage, loss & theft. We are not liable for damage to, loss or theft of goods, equipment, decorations, property of the venue, the Client, suppliers, artists or visitors, before, during or after the Event, regardless of who caused it, unless caused by our demonstrable intent. The Client is liable for damage to equipment or property provided or hired by us, caused by the Client, its guests, participants or crew.

10.8 Acquisition, attendance & results. Acquisition of participants, sponsors, audience, ticket sales, PR and marketing are not included unless explicitly quoted. We give no guarantee on attendance, ticket sales, sponsorship income, press coverage or any commercial result.

10.9 Client's cooperation. The Client provides timely decisions, contact persons, running orders, contact details of venue and suppliers and access to the location. Late approvals, missing information or changes in the final 4 weeks may lead to reduced scope or extra costs, for the Client's account. Unapproved quotes stall production; we are not responsible for the consequences of late approval.

10.10 Working conditions. The Client ensures safe working conditions, adequate breaks, access, parking and catering for our crew during build-up, the Event and break-down. We may stop our work immediately without liability if safety is at risk or crew is treated inappropriately.

10.11 Force majeure. Force majeure includes, among others, illness of our key personnel, extreme weather, government measures, pandemics, strikes, power or network outages, venue closure and failure of suppliers. In case of force majeure we may suspend or terminate the Assignment; work already performed remains payable.

10.12 Indemnification. The Client indemnifies Rockstars Digitals against all claims of venues, hotels, suppliers, participants, artists, visitors, authorities and other third parties related to the Event.

10.13 Moving objects at the venue. Objects, furniture and equipment of the venue are only moved by the venue itself or persons designated by the venue. We never touch art objects, valuable, fragile or breakable items. The only exception is light, non-breakable material that one person can lift, such as chairs and small tables. Damage caused by moving objects without the venue's permission is for the Client's account.

10.14 Mediated guests, artists & crew. Where we mediate in booking guests, artists, speakers or crew, we act as an intermediary only. Their performance, conduct, no-show and contractual compliance remain the responsibility of the Client and the party concerned. We are never a party to their performance or behaviour.

10.15 Technology & contractors. Technicians and crew hired by us work under our direction. Damage, delays or failures caused by contractors, technicians or suppliers hired or designated by the Client or the venue are outside our liability. Technical specifications and limitations of the venue (power, sound limits, rigging, network) are the responsibility of the Client and the venue.

10.16 Alcohol, drugs & impediments. If organisers, key persons or crew of the Client are under the influence of alcohol or drugs, or otherwise behave in a way that impedes safe or proper execution, we may pause or stop our work immediately without liability. The resulting delays, extra costs and consequences are entirely for the Client's account.

10.17 Ticketing, scanning & ticket fraud. Unless explicitly quoted, ticketing, ticket sales, scanning and access control are not part of the Assignment. Where we provide or operate scan equipment or ticket scanning, we are not liable for ticket fraud, forged or duplicate tickets, chargebacks, resale, failures of ticketing platforms or scan equipment, or for persons gaining access without a valid ticket. Decisions on admission always rest with the Client and the venue.

10.18 Security & venue or Client staff. Security personnel, hosts, bar staff, technicians and any other staff of the venue or hired by the Client work under the direction and responsibility of the venue or the Client, never under ours. We are not liable for their acts, omissions, instructions or behaviour, including decisions on admission, refusal or removal of persons.

10.19 Internet & basic facilities. The Client and the venue ensure working internet connections (with sufficient capacity for production, livestreams and ticketing), power, lighting, warm water, sanitary facilities, heating or cooling, and a clean, safe and cleared venue at the start of build-up. Shortcomings in these basic facilities that delay or impede the work are for the Client's account; extra work and costs resulting from them are invoiced additionally.

10.20 Political or controversial statements. Rockstars Digitals is neutral and expressly distances itself from political, religious or ideological statements, framing, symbolism or support expressed before, during or after an Event by the Client, its organisers, speakers, participants, the audience, or their employees and hired crew. This includes racism, discrimination and any explicit adoption of a political statement. Such expressions are never attributable to us, even where we produce, record or stream the Event. The Client is fully responsible for such expressions and their consequences, including those of its employees and hired crew. If expressions in or around the Event conflict with article 5 (Prohibited Content) or may reasonably damage our reputation, we may stop recordings, streams or production immediately, without liability and without prejudice to the Client's payment obligation.

10.21 Emergencies & external events. We are not liable for the consequences of evacuations, police raids or interventions, drug checks, fights, mass panic, external interference, threats, outbreaks of epidemics or other emergencies at or around the venue, regardless of the cause. In such situations we may suspend or stop our work to protect our crew, without liability. Costs, delays and damage resulting from these events are for the Client's account; work already performed and commitments already made remain payable in full.

10.22 Parking, transport & out-of-scope costs. Parking, transport and travel (including transport of equipment, materials and goods to, from and at the venue) are not included in the quote unless explicitly stated. The Client provides sufficient, safe and nearby parking and loading/unloading facilities, or reimburses the actual costs. All costs that fall outside the agreed quote - including but not limited to parking fees, tolls, additional transport, couriers, storage and unforeseen purchases - are invoiced separately at cost, where reasonably possible with prior notice.

Article 11 - Suspension & Termination

We may suspend or terminate an Assignment with immediate effect if the Client fails to pay, breaches these Terms, becomes insolvent or behaves abusively towards our team. Work performed until then remains payable.

Article 12 - Force Majeure

We are not liable for failures caused by circumstances beyond our reasonable control, including outages of platforms, AI services and hosting, illness, government measures and natural events. If force majeure lasts longer than 60 days, both parties may terminate; work performed remains payable.

Article 13 - Privacy & Confidentiality

We process personal data in accordance with the GDPR. Both parties keep confidential information confidential. Where we process personal data on behalf of the Client (websites, dashboards, events), the Client is the controller.

Article 14 - Changes to These Terms

We may amend these Terms. The version in force at the time of approval of a quote or order applies to that Assignment.

Article 15 - Governing Law & Disputes

These Terms and all agreements are governed by the laws of the Republic of Estonia. Disputes are submitted to the competent court in Tallinn, Estonia, unless mandatory law provides otherwise.

If a provision is invalid, the remaining provisions remain in full force, and the invalid provision is replaced by a valid one that comes closest to its purpose. In case of differences between the English and Dutch versions, the English version prevails.

Rockstars Digitals (trade name of Cryptofamily Nederland OÜ)

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VAT: not applicable under §19 of the Estonian VAT Act.