

Privacy Policy



Datum: 20-11-2025

www.utone.studio/legal/privacy-policy

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CHAPTER 1 | Introduction & Purpose of this Policy

1.1 Purpose of this Policy

This Privacy Policy explains how Undertone Studio (“we”, “us”, “our”) collects, processes, stores, protects, and deletes personal data in accordance with the European General Data Protection Regulation (EU) 2016/679 (“GDPR”).

It outlines our processing activities across all services and interactions, ensuring full transparency and compliance.

This Privacy Policy also serves as the information notice required under Articles 13 and 14 of the GDPR.

1.2 Scope & Applicability

This Policy governs all processing activities undertaken by Undertone Studio in the context of:

- a. the execution of video, photography, web, design, consultancy, and creative production services;
- b. communication with Clients and prospective Clients;
- c. project management, administration, billing, and legal obligations;
- d. the operation of the Undertone Studio website and any digital services under our control;
- e. the handling, editing, and storage of raw footage, audio files, project files, and other materials containing personal data;
- f. any scenario where Undertone Studio acts as a Data Controller or Data Processor under the GDPR.

1.3 Relationship to the Terms & Conditions

This Privacy Policy operates alongside Undertone Studio’s Terms & Conditions.

Contractual rules regarding licensing, intellectual property, deliverables, and Client responsibilities are governed by the Terms & Conditions.

In the event of any conflict between this Privacy Policy and the Terms & Conditions with respect to the processing of personal data, this Privacy Policy shall prevail.

1.4 Legal Framework

Undertone Studio processes personal data in full compliance with:

- the GDPR;
- the Dutch UAVG (Uitvoeringswet Algemene verordening gegevensbescherming);
- the ePrivacy Directive 2002/58/EC as implemented in the Dutch Telecommunications Act

(Telecommunicatiewet), where applicable;

- applicable rules governing international data transfers;
- contractual obligations with Clients and subprocessors;
- relevant intellectual property and audiovisual laws.

1.5 B2B Working Environment

Undertone Studio operates in a professional B2B environment.

Accordingly, this Privacy Policy is provided in English as a commonly accepted commercial working language within the EU.

Clients acknowledge that the English version is accessible, understandable, and applicable in the context of their engagement with Undertone Studio.

1.6 Application and Acknowledgement of this Policy

This Privacy Policy applies to all processing of personal data by Undertone Studio.

Clients (and their representatives) acknowledge that they have received access to and have had the opportunity to review this Privacy Policy before or at the moment of entering into an agreement or quotation.

For other data subjects—such as individuals appearing in audiovisual materials, persons whose data is provided by Clients, and website visitors—this Policy serves as the mandatory information notice required under Articles 13 and 14 GDPR.

Where explicit consent is used as the lawful basis for processing, such consent will be obtained separately and in accordance with Article 7 GDPR.

CHAPTER 2 | Identity of the Data Controller

2.1 Data Controller

The Data Controller responsible for the processing of personal data described in this Privacy Policy is:

Undertone Studio

Willem Dreeslaan 211

8161 ZH Epe

The Netherlands

KvK (Chamber of Commerce): **93004745**

Email: **contact@utone.studio**

2.2 Representative for Data Protection Matters

Undertone Studio is not required to appoint a Data Protection Officer (“DPO”) pursuant to Articles 37–39 GDPR.

All questions or requests related to data protection, data subject rights, or this Privacy Policy may be directed to:

Privacy Compliance Contact

Email: contact@utone.studio

2.3 Acting as Controller and Processor

Undertone Studio may act either as a **Data Controller** or a **Data Processor**, depending on the nature of the processing activity.

a. Undertone Studio as Data Controller

Undertone Studio acts as the Data Controller when it determines the purposes and means of processing. This includes, without limitation:

- communication with Clients and prospective Clients;
- processing data where Undertone Studio determines the means and purpose for creative output, quality control, or legal archiving of its own produced materials (including raw footage, project files, and related media, including post-delivery retention);
- invoicing, administration, financial records, and mandatory legal retention;
- management of its website, hosting environment, and any analytics or security tools under Undertone Studio’s control;
- portfolio development, internal archiving, and maintaining historical project records for business continuity and legal protection;
- protecting, enforcing, or defending Undertone Studio’s intellectual-property and contractual rights.

b. Undertone Studio as Data Processor

Undertone Studio acts as a Data Processor when processing personal data solely on documented instruction of the Client, such as when:

- accessing, modifying, or handling CMS content, digital assets, or data sets supplied by the Client;
- building, maintaining, or updating websites or digital platforms for which the Client determines the purpose and means of data processing;
- integrating third-party tools, form endpoints, analytics, or external systems explicitly chosen by the Client;
- handling structured content, form submissions, customer lists, or other personal data provided by the Client in the course of a commissioned project.

Further details are provided in **Chapter 15 | Undertone Studio as Data Processor (DPA Section)**.

2.4 Joint or Independent Controllers and Third-Party Tools

When Undertone Studio uses third-party platforms, hosting providers, analytics tools, or sub-processors (e.g., cloud-storage services, project-management tools, video hosting), such parties typically act either as independent controllers or as processors on behalf of Undertone Studio.

A continuously updated list of current sub-processors and their respective roles is provided in **Annex 1** to this Privacy Policy (available upon request).

Where the Client independently selects or instructs Undertone Studio to use specific third-party services or platforms, the Client acts as the Controller for the personal data processed through those services. The Client is solely responsible for ensuring that such third parties provide appropriate safeguards under Article 28 GDPR or otherwise comply with applicable data-protection legislation.

Undertone Studio only engages reputable third-party vendors that provide appropriate technical and organisational measures in accordance with Articles 28 and 32 GDPR.

CHAPTER 3 | Categories of Personal Data Processed

3.1 Overview

The tables below list the categories of personal data Undertone Studio may process, grouped by context and data-subject type.

Not all categories are processed in every project.

Processing depends on the scope of the assignment, communication channels used, and whether Undertone Studio acts as Data Controller or Data Processor.

3.2 Client and Business Contact Data

Undertone Studio may process the following information from Clients, prospective Clients, and business partners:

- full name of the representative;
- business name and professional role/title;
- email address;

- phone number;
- communication history (emails, messages, call notes);
- project-related questions and briefing information;
- contractual information (quotations, agreements, approvals).

These data are typically collected directly from the Client or their authorised representatives.

3.3 Billing, Administrative, and Contractual Data

For invoicing, financial administration, and compliance with statutory obligations, Undertone Studio may process:

- billing address;
- VAT number;
- payment details and transaction records;
- invoice history and accounting data;
- legal identifiers required under Dutch fiscal law.

3.4 Project Materials & Creative Production Data

During the creation and delivery of audiovisual, photographic, or digital content, Undertone Studio may process:

- video recordings (including identifiable individuals);
- audio recordings (including voice data);
- still images and photographs;
- raw footage, proxies, and pre-edit materials;
- colour grades, audio mixes, LUTs, and post-production assets;
- project files (DaVinci Resolve, Adobe, or equivalent);
- scripts, shot lists, production notes, and planning documents;
- behind-the-scenes content containing personal data.

These data may originate from Undertone Studio's own recordings or from materials supplied by the Client.

3.5 Website and Communication Channel Data

When individuals visit the Undertone Studio website or contact us digitally, we may process:

- IP address and browser metadata;
- device information;
- server and security logs (e.g., Vercel logs);
- contact form submissions (name, company name, email address, message content);
- optional analytics data where applicable (see Chapter 12).

3.6 Content Provided by Clients

Clients may supply materials containing personal data, including but not limited to:

- customer lists;

- email addresses or phone numbers of end-users;
- CMS content (text, images, metadata);
- documents or images where individuals are identified;
- form submissions or analytics exported from external systems.

Undertone Studio processes such data solely on the Client's documented instructions.

3.7 Talent, On-Camera Participants, and Individuals in Public Spaces

For individuals appearing in audiovisual or photographic content, Undertone Studio may process:

- identifiable video images;
- identifiable audio recordings;
- contextual or behavioural information captured during filming;
- metadata associated with the recording.

When recording identifiable individuals in public or semi-public spaces without prior consent (e.g., documentary-style work, street footage, or crowd scenes), Undertone Studio relies on the legitimate-interest basis (Article 6(1)(f) GDPR) and, where applicable, the journalistic or artistic exception under Article 85 GDPR and Article 41 UAVG.

A legitimate-interest assessment (LIA) is documented internally for such projects.

3.8 Technical and System Data

Undertone Studio may process system-generated data necessary for:

- platform performance monitoring;
- deployment and uptime logs (e.g., Vercel infrastructure);
- error tracing and debugging;
- security and intrusion-prevention measures;
- encrypted backups and archival snapshots.

3.9 Updates to Processing Activities

If Undertone Studio introduces new tools, workflows, or services that involve substantially different categories of personal data, this Privacy Policy will be updated accordingly.

Clients and data subjects will be informed where required under Articles 13 and 14 GDPR.

3.10 Special Categories of Personal Data and Children's Data

Undertone Studio does not systematically process special categories of personal data as defined under Article 9 GDPR, nor does it intentionally process the personal data of children under 16 years of age.

If a project exceptionally involves such data—for example, visible political opinions, religious symbols, ethnic origin captured in footage, or minors appearing on camera—processing will only occur:

- with the explicit, separate consent of the data subject (or parental consent for minors), or
- where strictly necessary for the establishment, exercise, or defence of legal claims (Article 9(2)(f)), or
- under another applicable exception permitted by law.

All such processing is documented in Undertone Studio's internal records of processing activities.

CHAPTER 4 | Legal Bases for Processing (GDPR Art. 6)

4.1 Overview of Applicable Legal Bases

Undertone Studio processes personal data only where a valid legal basis under Article 6 GDPR exists. Depending on the context and data-subject type, one or more of the following legal bases apply.

Where consent is the chosen basis, it is always obtained explicitly and separately in accordance with Article 7 GDPR.

4.2 Performance of a Contract – Article 6(1)(b)

Undertone Studio processes personal data when necessary for:

- preparing quotations, proposals, and offers;
- communicating with Clients about a commissioned project;
- organising and executing production activities;
- editing, delivering, or revising audiovisual or digital materials;
- fulfilling invoicing, payment, and contractual obligations.

This basis applies to both Clients and their designated representatives.

4.3 Legitimate Interests – Article 6(1)(f)

Undertone Studio processes personal data where necessary for legitimate business interests that are not overridden by the rights of the data subject.

Examples include:

- portfolio creation, internal archiving, and quality control;

- protecting, enforcing, or defending legal claims;
- maintaining secure systems, logs, and backups;
- processing publicly visible individuals in documentary, event, or crowd-based footage;
- email communications relating to business enquiries or potential collaborations;
- security measures, fraud prevention, and misuse detection.

When relying on legitimate interest, Undertone Studio conducts a Legitimate Interest Assessment (LIA) and documents the balancing test internally.

4.4 Legal Obligations – Article 6(1)(c)

Undertone Studio processes personal data when required to comply with legal obligations, including:

- statutory financial and tax retention under Dutch law;
- responding to lawful requests from regulators or authorities;
- compliance with audiovisual, IP, and media-related regulations.

4.5 Consent – Article 6(1)(a)

Undertone Studio processes personal data based on explicit, freely given consent where required by law, such as:

- the use of identifiable individuals in marketing materials when not covered by contractual grounds;
- special-category data (e.g., visible political or religious information) captured in footage;
- the use of minors' personal data (with parental or guardian consent);
- optional newsletter or marketing subscription lists, if applicable.

Consent is obtained in writing or via an explicit affirmative action and may be withdrawn at any time without adverse consequences.

4.6 Contractual Necessity for Pre-Contractual Steps – Article 6(1)(b)

Before entering into an agreement, Undertone Studio may process personal data to:

- respond to enquiries;
- prepare quotes, proposals, and scopes of work;
- discuss project requirements and timelines.

This basis applies where the data subject has requested information prior to entering into a contract.

4.7 Protection of Vital Interests – Article 6(1)(d)

This basis applies only in rare circumstances, such as urgent safety incidents during production where processing personal data is strictly necessary to protect someone's life or

safety.

Undertone Studio does not rely on this basis as a standard practice.

4.8 Freedom of Expression and Artistic Purposes (Article 85 GDPR / Article 41 UAVG)

In addition to the lawful bases listed above, certain documentary, artistic, or event-coverage projects may benefit from the specific flexibilities and exemptions provided by:

- Article 85 GDPR, and
- Article 41 UAVG.

These provisions may limit or modify the application of certain GDPR obligations where necessary to reconcile data protection with freedom of expression and information.

4.9 Processing of Special Categories of Data – Article 9 GDPR

Undertone Studio does not intentionally process special categories of personal data.

If such data is unavoidably captured in footage (e.g., visible religious, ethnic, or political identifiers), Undertone Studio processes this data only under a valid Article 9(2) exception, such as:

- explicit consent of the data subject;
- processing necessary for legal claims (Article 9(2)(f)).

4.10 Processing as Data Processor – Article 28 GDPR

When Undertone Studio processes personal data solely on behalf of the Client and according to their instructions, the legal basis for processing is determined by the Client as the Data Controller.

Undertone Studio ensures compliance with Article 28 GDPR through contractual measures described in **Chapter 15 | Undertone Studio as Data Processor (DPA Section)**.

CAPTER 5 | Purposes of Processing

5.1 Overview

Undertone Studio processes personal data only for specific, explicit, and legitimate purposes.

No personal data is processed in a manner incompatible with these purposes, in

accordance with Article 5(1)(b) GDPR.

Each purpose corresponds to one or more legal bases listed in **Chapter 4**.

5.2 Project Execution and Creative Production

Undertone Studio processes personal data where necessary for:

- planning, preparing, and executing video, photography, audio, or digital-production services;
- recording, capturing, and editing audiovisual materials;
- organising production logistics (e.g., scripts, shot lists, participant information);
- colour grading, sound design, post-production, and quality control;
- producing deliverables in line with contractual agreements.

This includes processing identifiable individuals appearing in footage or provided by the Client.

5.3 Communication and Relationship Management

Processing of personal data occurs for:

- responding to enquiries and requests;
- project-related communication and correspondence;
- maintaining professional relationships with Clients and partners;
- scheduling meetings and managing approvals or revisions.

These activities are essential for project continuity and operational efficiency.

5.4 Contract Formation and Administration

Undertone Studio processes personal data to:

- prepare and negotiate quotations and agreements;
- manage contract acceptance and documentation;
- issue invoices and reconcile payments;
- maintain legally required accounting and financial records;
- handle disputes, warranty claims, or contract-related questions.

5.5 Website Operation and Digital Infrastructure

Personal data is processed to ensure the functionality and security of Undertone Studio's digital environment, including:

- operation of the website and online services;
- server and security logs;
- fraud detection and misuse prevention;
- optimisation of loading speed, deployment, and service availability (e.g., via Vercel infrastructure).

Optional analytics or cookies are addressed separately in **Chapter 12**.

5.6 Portfolio Development, Brand Building, and Business Promotion

Undertone Studio may process personal data for purposes such as:

- creating internal archives of past work;
- curating showreels, case studies, or portfolio presentations;
- showcasing completed work on the website or in marketing materials, where legally permissible;
- ensuring long-term documentation of creative output.

Personal data (especially images or voices of identifiable individuals) are only used in portfolio pieces, showreels, case studies, or marketing materials when:

- the individual has given explicit consent (e.g., model release), or
- the Client has contractually warranted that they have obtained all necessary rights and consents, or
- the usage is strictly limited to non-identifiable background or crowd shots covered by legitimate interest and a documented LIA.

5.7 Security, Backup, and Business Continuity

Undertone Studio processes personal data to:

- maintain encrypted backups and redundant systems;
- restore data after accidental loss or corruption;
- ensure operational resilience and business continuity;
- protect the integrity of project files and archival records.

These purposes support long-term service integrity and legal defence against claims. Long-term encrypted backups are also retained where necessary for the establishment, exercise, or defence of legal claims (Article 6(1)(f) and, where applicable, Article 9(2)(f) GDPR).

5.8 Legal Compliance and Protection of Rights

Processing may occur when required for:

- compliance with statutory obligations under Dutch law (UAVG, fiscal laws);
- responding to lawful requests from regulatory bodies;
- establishing, exercising, or defending legal claims;
- enforcing intellectual-property rights and contractual agreements.

5.9 Use of Third-Party Tools and Hosting Providers

Personal data may be processed by or through third-party vendors where necessary for:

- website hosting, deployment, and performance analytics;
- cloud storage and transfer of project data;
- communication and project management;
- secure handling, transmission, or rendering of content.

Such processing is limited to the purposes described in this chapter and subject to contractual and organisational safeguards (see **Chapters 8, 15, and 16**).

5.10 Processing as Data Processor on Behalf of Clients

When undertaking activities where the Client determines the purpose and means of processing, Undertone Studio may process data for:

- CMS population, restructuring, or migration;
- integration of contact forms or analytics tools chosen by the Client;
- handling end-user data submitted through Client websites;
- maintaining or updating digital platforms in accordance with Client instructions.

In these cases, Undertone Studio processes data solely for the Client's purposes, as detailed in **Chapter 15**.

CHAPTER 6 | Data Retention

6.1 General Retention Principles

Undertone Studio retains personal data only for as long as necessary to fulfil the purposes for which it was collected, or to comply with legal, contractual, or legitimate business requirements.

Retention periods are determined in accordance with:

- Article 5(1)(e) GDPR;
- statutory obligations under Dutch law (including fiscal retention periods);
- operational requirements for creative production and archival integrity;
- Undertone Studio's legitimate interests, documented through internal assessments.

Different categories of data may be retained for different periods, as set out below.

6.2 Retention of Project Materials and Creative Data

Undertone Studio applies the following structured retention model for creative-production materials, including:

- raw footage and audio files;
- proxies and intermediate renders;
- project files (DaVinci Resolve, Adobe, or equivalent);
- stills, behind-the-scenes images, and metadata;
- final exports and deliverables;
- colour, audio, and grading assets.

Standard Retention Period

Project materials are retained for a **minimum of two (2) months** following final delivery to the Client.

Extended Retention (Flexible Model)

Standard Operational Retention

Completed project materials (raw footage, project files, proxies, edits, etc.) are retained for a minimum of two (2) months after final delivery and invoicing to allow for revisions and quality assurance.

Legitimate Long-Term Retention

Beyond the operational period, Undertone Studio retains an encrypted, access-restricted archival copy of project materials (including raw footage and project files) only where necessary for the following legitimate interests (Article 6(1)(f) GDPR), each covered by a documented Legitimate Interest Assessment (LIA):

- establishing, exercising, or defending legal claims (including intellectual-property disputes);
- enforcing or defending contractual rights and licences;
- portfolio and showreel use strictly in accordance with section 5.6;
- historical reference for repeat clients and creative continuity.

These archival copies are stored securely with strictly limited access and are not used for any other purpose.

Indefinite retention is applied only to the extent strictly necessary for the purposes above; no fixed end date is set because legal claims can arise many years after project completion (Dutch statutory limitation periods can reach 20 years for certain IP/contractual claims).

Ownership and Access Rights

- Raw footage, project files, and underlying creative assets remain the property of Undertone Studio unless explicitly transferred.
- Clients receive a **license to the final delivered product**, as defined in the Terms & Conditions.
- Raw footage and project files are **not provided** to Clients unless purchased separately under a written agreement.

6.3 Retention of Client and Business Contact Data

Client contact information, communication records, project notes, and related administrative data are retained for:

- **up to five (5) years** after project completion, or longer where necessary to maintain business records or for legal claims;
- **seven (7) years** for financial and accounting records, per Dutch fiscal law.

6.4 Retention of Website and Technical Data

Website logs, security data, and analytics data (if used) are retained for durations strictly necessary to:

- ensure security and functionality;
- detect misuse;
- meet operational and legal obligations.

Retention periods vary depending on the hosting provider (e.g., Vercel) and security requirements, but generally do not exceed **twelve (12) months**, unless required for system integrity or legal defence.

6.5 Retention of Processor Data (Client-Provided Data)

When Undertone Studio acts as a Data Processor (e.g., handling CMS content, end-user data, or Client digital assets), data is retained:

- only for the duration of the project or the instructions provided by the Client;
- deleted or returned upon completion or written request from the Client, unless retention is required by law or necessary for legal claims.

This practice complies with Article 28(3)(g) GDPR.

6.6 Retention of Special Categories of Data and Minors' Data

In the exceptional event that Undertone Studio processes special categories of personal data or minors' data (see Chapter 3.10), such data is retained only:

- for the duration strictly necessary to fulfil the specific purpose;
- under explicit consent, unless another Article 9(2) exception applies;
- with heightened security and documentation requirements.

6.7 Backup and Archival Retention

Encrypted backups and archival snapshots may retain data beyond the operational retention periods outlined above.

Such backups are automatically overwritten on a cyclical basis, unless preservation is required for:

- security incidents;
- legal claims;
- portfolio/archive integrity.

Backup retention periods vary depending on technical infrastructure and provider configurations.

The maximum backup retention cycle is currently seven (7) years, after which older backups are permanently overwritten unless a legal hold is active.

6.8 Deletion, Anonymisation, and Right to Erasure

Upon expiration of the applicable retention period, personal data is:

- securely deleted, or
- anonymised for statistical or archival use where appropriate.

Requests for deletion by data subjects are handled in accordance with **Chapter 11**, subject to contractual or legal obligations.

Deletion may be suspended where a legal hold or litigation hold is in place.

CHAPTER 7 | Intellectual Property & Raw Footage Ownership

7.1 Overview

This chapter explains how Undertone Studio's intellectual-property rights intersect with the processing of personal data contained in creative project materials.

Ownership of footage, audio, project files, and deliverables is governed primarily by the Terms & Conditions.

Because these materials may contain personal data, this Privacy Policy clarifies the manner in which such data is processed, stored, retained, and handled.

7.2 Ownership of Creative Materials

Unless explicitly agreed otherwise in writing, Undertone Studio retains ownership over the **intellectual-property rights** and the **material carrier** of all creative materials produced or generated during a project, including:

- raw footage and audio recordings;
- pre-edits, proxies, and intermediate renders;
- project files (DaVinci Resolve, Adobe, or equivalent);
- still images, screen grabs, and behind-the-scenes content;
- colour grades, LUTs, sound mixes, and other technical assets;

- working files, drafts, and production documents;
- any derivative works created during the production process.

The ownership referred to above concerns intellectual-property rights and the material carrier only.

Undertone Studio does not claim ownership of the personal data of individuals appearing in the materials.

Processing of any personal data contained in these materials occurs exclusively under the legal bases defined in Chapter 4 and the retention model in Chapter 6.

7.3 License to Final Deliverables

Clients receive a **license to the final delivered product**, as set out in the Terms & Conditions. Unless expressly agreed:

- the Client does not acquire ownership of raw footage or project files;
- the Client obtains only the usage rights specified in the agreement;
- additional rights must be agreed in writing.

Personal data in final deliverables is processed under the applicable legal basis described in Chapter 4.

7.4 Access to Raw Footage and Project Files

Raw footage, project files, and underlying working materials are **not delivered** to the Client unless purchased separately. If purchased:

- Undertone Studio processes the data solely for preparation and transfer;
- the Client becomes the Data Controller for any subsequent processing;
- Undertone Studio may delete or retain its own copy in accordance with Chapter 6, unless otherwise agreed.

7.5 Portfolio Use and Promotional Rights

Use of project materials containing identifiable individuals in portfolio, showreels, case studies, or marketing materials is only permitted when at least one of the following conditions is met:

- **explicit, separate consent** of the individual(s) concerned has been obtained (e.g., model/talent release), or
- **the Client has explicitly warranted in writing** that all necessary rights and consents have been secured, or
- the individuals are **not identifiable**, or appear **incidentally in public-space crowd shots** covered by a documented Legitimate Interest Assessment (LIA).

Where restrictions apply, they must be explicitly agreed in the contract or by written mutual agreement.

7.6 Data Minimisation and Privacy by Design

Undertone Studio applies data-minimisation and privacy-by-design principles by:

- limiting processing to what is required for creative output;
- restricting access to raw and sensitive materials;
- applying encryption, secured storage, and controlled access;
- honouring data-subject rights in accordance with Chapter 11, where applicable.

7.7 Relationship to the Terms & Conditions

In the event of conflict between this Privacy Policy and the Terms & Conditions concerning the processing of personal data, this Privacy Policy shall prevail.

Intellectual-property and licensing matters remain governed exclusively by the Terms & Conditions.

CHAPTER 8 | Data Sharing & Third-Party Processors

8.1 Overview

Undertone Studio shares personal data only where necessary for operational, contractual, or legal purposes.

Data is never sold or shared with third parties for independent marketing purposes.

Where third parties process personal data on behalf of Undertone Studio, they do so under strict contractual safeguards consistent with Articles 28 and 32 GDPR.

8.2 Categories of Third Parties

Personal data may be shared with the following categories of third parties:

- **hosting and deployment providers** (e.g., cloud platforms such as Vercel);
- **email and communication providers**;
- **cloud-storage providers** used for transferring or storing project materials;
- **software vendors** used in editing, post-production, project organisation, or delivery;
- **IT security and monitoring providers**;
- **payment processors and accounting tools**;

- **external freelancers or subcontractors** engaged under strict confidentiality;
- **legal or regulatory authorities** where disclosure is required by law.

A continuously updated list of current sub-processors is maintained in Annex 1 and is available at any time on request.

8.3 Criteria for Selecting Third-Party Processors

Undertone Studio engages only those third-party processors that:

- provide sufficient guarantees regarding security and GDPR compliance;
- maintain appropriate technical and organisational measures (Article 32 GDPR);
- process personal data strictly according to Undertone Studio's instructions;
- do not engage additional sub-processors without transparency;
- comply with EU data-transfer requirements where applicable.

Written or electronic agreements are maintained with all processors, as required by Article 28(3) GDPR.

8.4 Sharing with Subcontractors and Freelancers

Where Undertone Studio engages external experts (e.g., second shooters, editors, colourists):

- they process only the data required for the specific assignment;
- they are bound by confidentiality agreements or equivalent NDAs;
- they must use secured systems and follow Undertone Studio's instructions;
- access is revoked immediately upon project completion.

Undertone Studio remains responsible for ensuring the GDPR compliance of subcontractors used in its capacity as Data Controller.

8.5 Transfers to Independent Third Parties

In some cases, personal data may be transferred to third parties that act as **independent controllers**, such as:

- banks or payment providers (for transaction processing);
- legal advisors or accountants;
- authorities or regulators (upon lawful request);
- platforms used by the Client where the Client is the Data Controller.

In such cases, the third party is responsible for determining its own legal basis and compliance with the GDPR.

8.6 Client-Selected Third-Party Tools

Where the Client instructs Undertone Studio to use specific services, platforms, plug-ins, analytics tools, or hosting environments:

- the Client is the Data Controller for data processed through those services;
- the Client is responsible for ensuring that such tools comply with the GDPR;
- Undertone Studio is not liable for data-protection shortcomings of Client-selected tools;
- any additional processing obligations must be expressly agreed in writing.

This aligns with the Client warranties and limitations set out in the Terms & Conditions (see ToC Article 19.5).

8.7 International Data Transfers

Where personal data is transferred outside the European Economic Area (EEA) — for example, when using cloud services based in the United States — Undertone Studio ensures that such transfers occur only:

- pursuant to an adequacy decision of the European Commission;
- under the EU–US Data Privacy Framework (DPF), where applicable;
- via Standard Contractual Clauses (SCCs);
- or with equivalent safeguards mandated by the GDPR.

Supervisory-authority guidance on international transfers is monitored and implemented as required.

Where Standard Contractual Clauses are used, Undertone Studio has conducted and documented a transfer impact assessment (TIA) in line with EDPB Recommendations 01/2020 and implements supplementary measures where necessary.

8.8 Legal Requests and Compliance

Personal data may be disclosed where Undertone Studio is legally obliged to do so, including:

- compliance with lawful subpoenas or court orders;
- fulfilment of tax or regulatory obligations;
- responding to competent supervisory-authority requests.

Only the minimum necessary information will be disclosed, and data subjects will be informed where legally permitted.

8.9 Security of Shared Data

All data shared with third parties is transmitted using secure methods appropriate to the sensitivity of the data, including:

- encrypted storage;
- encrypted transfer channels;

- access restrictions and revocation procedures;
- audit trails where relevant.

Undertone Studio continuously monitors compliance of processors and updates contracts or subprocessors as needed.

CHAPTER 9 | International Data Transfers

9.1 Overview

Undertone Studio may transfer personal data outside the European Economic Area (“EEA”) when necessary for hosting, storage, communication, or project delivery.

All international transfers are conducted strictly in accordance with **Chapter V of the GDPR**, applicable EU adequacy decisions, and Dutch data-protection law.

No personal data is transferred internationally without lawful safeguards.

9.2 Transfers Based on Adequacy Decisions (Article 45 GDPR)

Where personal data is transferred to a country recognised by the European Commission as providing an adequate level of protection, Undertone Studio relies on the relevant **adequacy decision**.

This includes countries participating in the **EU–US Data Privacy Framework (DPF)** for certified entities.

Transfers to DPF-certified organisations may occur when Undertone Studio uses vendors participating in the framework.

9.3 Transfers Based on Appropriate Safeguards (Article 46 GDPR)

Where no adequacy decision exists, Undertone Studio ensures data transfers are safeguarded using appropriate and legally binding mechanisms, including:

- Standard Contractual Clauses (SCCs) adopted by the European Commission;
- supplementary technical and organisational measures (e.g., encryption, pseudonymisation, restricted access) in line with EDPB guidance and the Schrems II ruling;
- regular review of the effectiveness of these measures.

Such mechanisms, combined with Undertone Studio's own security practices, ensure an essentially equivalent level of protection.

9.4 Transfers to Providers Acting as Independent Controllers

Some third-party services used by Undertone Studio (e.g., payment processors, communication platforms) may independently transfer personal data outside the EEA. In such cases:

- the third party is responsible for ensuring lawful transfer under the GDPR;
- Undertone Studio selects only reputable providers offering adequate safeguards;
- such providers must publicly document their transfer mechanisms and compliance measures.

9.5 Client-Instructed International Transfers

Where the Client instructs Undertone Studio to use tools, platforms, or hosting environments involving international transfers:

- the Client acts as the Data Controller for such transfers;
- Undertone Studio acts only as the Processor and follows the Client's documented instructions;
- the Client is responsible for ensuring that such transfers comply with Articles 45–49 GDPR.

Undertone Studio bears no liability for international-transfer risks arising from Client-selected tools (see Terms & Conditions).

9.6 Storage of Data Outside the EEA

Certain processors engaged by Undertone Studio may store personal data in facilities located outside the EEA.

Where this occurs, Undertone Studio ensures:

- data remains encrypted during storage and transmission;
- strict access controls apply;
- only the minimal amount of data necessary is transferred;
- supplementary measures are implemented where required;
- transfer mechanisms remain valid and up-to-date.

9.7 Ongoing Monitoring of Transfer Safeguards

Undertone Studio continuously monitors:

- updates to adequacy decisions;
- revisions to SCCs or EDPB guidance;
- changes in US or other third-country legislation;
- processor compliance with contractual and regulatory requirements.

If a legal basis for a transfer becomes invalid (e.g., regulatory decision), Undertone Studio will:

- suspend transfers where necessary;
- switch to an alternative lawful safeguard;
- notify Clients where their project is affected.

9.8 Data Transfers Made at the Request of the Data Subject

Where a data subject directly requests a cross-border transfer (e.g., delivery to a non-EEA collaborator), the transfer is executed only:

- under Article 49(1)(b) GDPR (contract performance), or
- with explicit informed consent in accordance with Article 49(1)(a) GDPR.

Such transfers are limited to the specific request and not carried out on a systematic basis.

CHAPTER 10 | Data Security Measures

10.1 Overview

Undertone Studio implements appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by the processing of personal data, in accordance with Articles 24, 25, and 32 GDPR.

Security measures are reviewed periodically and updated as necessary in light of technological developments, project requirements, and the nature of the data processed.

The measures described below ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing (Article 32(1) GDPR).

10.2 Technical Security Measures

The following technical controls are applied to protect personal data against unauthorised or unlawful access, loss, destruction, or alteration:

a. Encryption

- encryption of stored materials (at rest) on systems supporting encrypted storage;
- encrypted transmission of data (TLS/HTTPS, secure transfer links);
- encrypted backups for project materials, where applicable.

b. Secure Devices and Storage

- password-protected, user-restricted devices;
- secure configuration of production and editing systems;
- local storage protected by OS-level encryption;
- restricted access to drives or folders containing raw footage or project materials.

c. Access Controls

- principle of least privilege for data access;
- restricted access to raw/project files except where necessary for production;
- immediate revocation of access for subcontractors or collaborators upon project completion.

d. Secure Hosting and Cloud Infrastructure

- use of reputable hosting providers (e.g., Vercel, Google, Notion, cloud storage vendors) that maintain industry-standard security certifications;
- server-side logging, intrusion detection, and platform integrity checks;
- security patches and updates applied promptly.

e. Backup and Recovery

- structured backup routines for critical project files;
- versioning where supported by cloud platforms;
- encrypted recovery workflows to prevent data loss or corruption.

10.3 Organisational Security Measures

Undertone Studio implements organisational controls appropriate to the nature and scale of its operations, including:

a. Confidentiality Controls

- confidentiality obligations for subcontractors and freelancers;
- internal confidentiality commitment for all personal data handled during production;
- minimisation of unnecessary disclosure during collaborative workflows.

b. Data Minimisation and Access Restriction

- processing only the data required for each project;
- use of anonymised or masked data where possible for testing or previews;
- deletion of superfluous temporary materials when no longer needed.

c. Secure Working Practices

- secure handling of external hard drives and portable media;
- no storage of personal data on unsecured or public devices;
- avoidance of transmitting personal data via unencrypted channels.

d. Vendor and Processor Management

- due-diligence checks when selecting cloud providers or processors;
- verification of GDPR compliance and adequate safeguards (Article 28);
- written agreements with processors defining security responsibilities.

10.4 Monitoring, Detection, and Prevention

Undertone Studio implements and benefits from the following monitoring and protection mechanisms:

- server and deployment logs (through hosting providers);
- automated monitoring for anomalies or unauthorised access;
- rate-limiting, firewalling, and platform-level protections provided by vendors;
- periodic security reviews of tools and workflows.

10.5 Physical Security Measures

Although Undertone Studio primarily operates digitally, physical protections include:

- secure storage of production equipment and drives;
- controlled access to premises;
- physical protection of devices used for editing or storing materials;
- avoidance of leaving devices unattended in public or unsecured locations.

10.6 Security of Client-Provided Data

When handling data supplied by Clients (e.g., CMS content, customer lists, strategy documents):

- such data is processed exclusively for the Client's documented purpose;
- access is restricted to the smallest number of systems and individuals;
- data is deleted or returned after project completion unless other agreements apply.

10.7 Security of On-Camera Data and Production Materials

Materials containing identifiable individuals receive heightened protection, including:

- secure storage of raw footage and project files;
- minimised copying or duplication of large datasets;
- protection against unauthorised sharing or external exposure;
- deletion or archiving according to the retention rules in Chapter 6.

10.8 Continuous Improvement and Risk Assessment

Undertone Studio periodically evaluates:

- emerging security threats;
- regulatory expectations;
- developments in encryption and cloud security;
- internal workflows and risk points.

Security measures are updated accordingly to maintain a level of protection appropriate to the risk and nature of processing.

CHAPTER 11 | Rights of Data Subjects

11.1 Overview of Rights

Data subjects whose personal data is processed by Undertone Studio have the rights set out in Articles 12–23 GDPR.

These rights are exercised subject to:

- legal obligations or exemptions provided by Union or Member State law (including Article 85 GDPR / Article 41 UAVG);
- the establishment, exercise, or defence of legal claims (Article 17(3)(e), Article 23 GDPR).

Requests will be handled without undue delay and, in any case, within **one month** of receipt, in accordance with Article 12(3) GDPR.

11.2 Right of Access (Article 15 GDPR)

Data subjects have the right to obtain confirmation as to whether personal data is being processed and, if so, to receive:

- a copy of the personal data undergoing processing;
- details on the purposes, categories, recipients, and retention periods;
- information on their rights and how to exercise them.

Undertone Studio may refuse manifestly unfounded or excessive requests or charge a reasonable fee, as permitted by Article 12(5).

11.3 Right to Rectification (Article 16 GDPR)

Data subjects may request correction of inaccurate personal data or completion of incomplete data.

Corrections will be implemented without undue delay.

11.4 Right to Erasure (Article 17 GDPR)

Data subjects may request deletion of their personal data where one of the grounds under Article 17(1) GDPR applies.

The right to erasure does not apply where processing is necessary for the establishment, exercise or defence of legal claims (Article 17(3)(e) GDPR) or where Member State law provides an exemption (e.g., artistic/journalistic purposes under Article 41 UAVG).

In such cases deletion may be refused or limited to the extent strictly necessary.

11.5 Right to Restriction of Processing (Article 18 GDPR)

Data subjects may request the restriction of processing in circumstances such as accuracy disputes or pending erasure requests.

Restricted data is stored but not further processed unless permitted by law or with the data subject's consent.

11.6 Right to Data Portability (Article 20 GDPR)

Data subjects may request their personal data in a structured, commonly used, machine-readable format and may request transmission to another controller, provided that:

- the processing is based on consent or contract, **and**
- the processing is carried out by automated means.

Data portability applies only to personal data provided by the data subject and processed by automated means on the basis of consent or contract. It does not extend to raw footage, project files, or inferred/derived data created through manual creative processes.

11.7 Right to Object (Article 21 GDPR)

Data subjects may object to processing based on legitimate interest.

Processing will cease unless Undertone Studio demonstrates compelling legitimate grounds that override the interests of the data subject or where processing is necessary for legal claims.

11.8 Rights Related to Automated Decision-Making (Article 22 GDPR)

Undertone Studio does not engage in automated decision-making or profiling that produces legal or similarly significant effects on data subjects.

If such processing is introduced in the future, this Policy will be updated accordingly.

11.9 Identity Verification

To prevent unauthorised access, Undertone Studio may request additional information to verify the identity of a data subject before fulfilling a rights request, in accordance with Articles 12(2) and 12(6) GDPR.

11.10 Exercising Data Subject Rights

Requests may be submitted to:

Privacy Compliance Contact

Email: contact@utone.studio

Requests should include sufficient information to identify the data subject and locate the relevant data.

Undertone Studio may extend the response period by up to two additional months where necessary, with notification in accordance with Article 12(3).

11.11 Interaction with Artistic/Journalistic Safeguards (Article 85 GDPR / Article 41 UAVG)

Where personal data is processed for artistic or journalistic purposes, including documentary footage, event recordings, or creative productions, Undertone Studio may rely on the exemptions and derogations provided under:

- Article 85 GDPR, and
- Article 41 UAVG.

These exemptions balance privacy rights with freedom of expression and artistic freedom. **Any restriction of data-subject rights under these provisions is applied proportionally and is documented internally on a case-by-case basis.**

CHAPTER 12 | Cookies & Similar Technologies

12.1 Overview

This chapter explains how Undertone Studio uses cookies and similar technologies on its website.

Where cookies contain or lead to the processing of personal data, Undertone Studio processes such data in accordance with:

- the GDPR,
- the Dutch **Telecommunicatiewet**, and
- the ePrivacy Directive 2002/58/EC.

Undertone Studio aims to use only the minimum necessary cookies unless the user has provided valid consent for optional technologies.

12.2 Definition of Cookies and Similar Technologies

“Cookies” include any technology stored on or accessed from a user’s device, such as:

- HTTP cookies;
- local storage or session storage;
- pixels and tags;
- scripts and tracking technologies;
- browser-based identifiers.

Where such technologies collect or reference personal data, they are treated as personal data under the GDPR.

12.3 Strictly Necessary Cookies

Undertone Studio may use cookies or similar technologies that are strictly necessary for:

- basic website functionality;
- security, load balancing, and error prevention;
- routing traffic through hosting infrastructures;
- preventing misuse or fraudulent activity.

These cookies do **not** require consent under the Telecommunicatiewet.

These are exempt from the consent requirement under Article 11.7a(3) Telecommunicatiewet and Article 5(3) ePrivacy Directive.

Typical examples include:

- session tokens;
- security cookies;
- infrastructure-level logs created automatically by hosting providers such as Vercel.

12.4 Functional Cookies (Revised)

Undertone Studio does not use functional cookies that fall outside the strict-necessity exemption. All non-essential cookies require prior consent.

12.5 Optional Analytics or Measurement Cookies (Consent Required)

Undertone Studio does **not currently** use analytics, tracking, or marketing cookies.

If Undertone Studio introduces analytics or measurement tools in the future (e.g., Google Analytics, privacy-friendly analytics, or equivalent), these will be implemented **only** where:

- a lawful basis exists under Article 6 GDPR;
- prior consent is obtained through a compliant cookie banner (Article 11.7a Telecommunicatiewet);

- users can withdraw consent at any time;
- data retention is minimised;
- IP addresses and identifiers are processed in accordance with the strict requirements of the Dutch regulator.

Before introducing such technologies, this Privacy Policy will be updated and users will be notified where required.

12.6 Marketing or Advertising Technologies

Undertone Studio does not deploy marketing cookies, remarketing pixels, or behavioural advertising technologies.

If such tools are introduced in the future:

- explicit prior consent will be required,
- processing will occur only after a valid opt-in,
- the website will offer a clear mechanism to withdraw consent.

12.7 Legal Basis for Cookie-Related Processing (Revised)

The legal basis for processing personal data via cookies is:

- **Consent (Article 6(1)(a) GDPR)** for all analytics, marketing, functional, preference, or any **non-essential** cookies;
- **Legitimate interest (Article 6(1)(f) GDPR)** **exclusively** for strictly necessary cookies that are technically required to provide the website and its security.

12.8 User Choices and Withdrawal of Consent (Revised)

Users may at any time:

- withdraw consent for optional cookies;
- block cookies via browser settings;
- delete existing cookies;
- refuse non-essential cookies without affecting access.

Where Undertone Studio implements a cookie-banner, it will offer options to:

- accept all cookies,
- reject all optional cookies,
- manage granular preferences.

Rejecting or withdrawing consent for non-essential cookies will never result in denial of access to the website (no cookie wall).

12.9 Third-Party Cookies and External Services

Where embedded content or third-party scripts are used (e.g., video embeds, CDNs, fonts), such third parties may place their own cookies subject to their own privacy policies.

Undertone Studio:

- will not load third-party tracking scripts without consent;
- selects only reputable vendors;
- concludes data processing agreements with third parties acting as processors and, where they act as independent controllers, ensures appropriate safeguards are in place (including Standard Contractual Clauses for transfers outside the EEA where applicable).

12.10 Updates to Cookie Practices

If Undertone Studio deploys new technologies involving additional categories of cookies:

- this chapter will be updated;
- consent mechanisms will be adjusted where required;
- data subjects will be informed where Articles 13 or 14 GDPR require notification.

CHAPTER 13 | Use of Video, Photo & Audio Materials

13.1 Overview

This chapter explains how Undertone Studio processes personal data contained in video, photo, and audio materials.

Such data may include identifiable images, voices, behaviour, or contextual information captured during creative production.

Processing is carried out in accordance with:

- the GDPR,
- Dutch data-protection law, including, where strictly applicable, the limited exemption for journalistic, academic, artistic or literary purposes under Article 41 UAVG, and
- applicable copyright and media regulations.

This chapter applies in addition to the general provisions of this Privacy Policy **and prevails in case of conflict with respect to audiovisual materials.**

13.2 Types of Materials Covered

This chapter applies to all audiovisual and photographic materials created or handled by Undertone Studio, including:

- raw footage and audio recordings;
- pre-edit sequences and proxies;
- final edited deliverables;
- still images and behind-the-scenes content;
- production notes containing contextual personal data;
- microphone recordings and environmental audio;
- image or voice data supplied by the Client.

13.3 Legal Bases for Processing

The primary legal bases for processing audiovisual personal data are:

a. Contract (Article 6(1)(b))

When recording individuals who participate in productions under a contractual relationship with the Client or with Undertone Studio.

b. Legitimate Interest (Article 6(1)(f))

For activities such as event documentation, crowd recording, internal archiving, quality control, portfolio development (supported by an LIA), and legal defence.

c. Freedom of Expression (Article 85 GDPR jo. Article 41 UAVG)

Undertone Studio applies the limited Dutch journalistic/artistic exemption only to strictly non-commercial documentary, cultural, or journalistic projects.

For all commercial productions, processing is based exclusively on contract, legitimate interest, or explicit consent.

d. Explicit Consent (Articles 6(1)(a) + 7 GDPR)

Explicit Consent (Article 6(1)(a) and, where special categories of data under Article 9 GDPR are processed, Article 9(2)(a) GDPR)

Required whenever individuals are prominently featured, staged, minors appear, or special-category data (e.g., ethnic origin, political opinions, religious symbols, biometric data revealing any of the foregoing) is visible or audible. Consent is documented via talent/model release forms that meet the Article 7 GDPR conditions.

13.4 Filming in Public or Semi-Public Spaces

Undertone Studio may record identifiable individuals in public or semi-public spaces where recording is necessary for the creative purpose and obtaining consent from every individual is not reasonably feasible.

In such cases, Undertone Studio relies on:

- **legitimate interest**, supported by a documented Legitimate Interests Assessment (LIA) that specifically addresses necessity, proportionality, and transparency measures taken (e.g., visible filming notices where feasible).

13.5 Use of Materials in Portfolio and Promotional Content

Undertone Studio may use audiovisual materials for portfolio and promotional purposes **only when at least one of the following conditions is met:**

- explicit, separate consent has been obtained from identifiable individuals;
- the Client has warranted in writing that all necessary consents and rights have been obtained;
- the use is covered by a **clear, separate contractual grant of rights from the Client** that

explicitly includes portfolio and self-promotional use and is accompanied by the Client's warranty that all necessary rights and consents have been obtained;

- individuals are not identifiable or appear only incidentally in public-space crowd scenes covered by a documented LIA.

13.6 Client-Supplied Materials

When Clients provide content containing personal data, the Client acts as Data Controller and warrants that they have obtained all necessary rights and consents.

Undertone Studio processes such data only under the Client's documented instructions.

13.7 Internal Use for Quality Control and Training

Undertone Studio may internally process audiovisual materials for quality assurance, workflow optimisation, training, or tool testing under legitimate interest, subject to strict access controls.

13.8 Appearance of Special Categories of Data or Minors

Where audiovisual materials contain special-category data or minors, processing occurs only under explicit consent or applicable Article 9(2) exceptions.

Processing of special-category data may also rely on Article 9(2)(e) GDPR where the data have manifestly been made public by the data subject, or on Article 9(2)(j) in combination with Article 41 UAVG for strictly non-commercial cultural/documentary projects.

13.9 Editing, Delivery, and Export Processes

During post-production, Undertone Studio may process personal data in ways necessary for editing, creative decisions, masking, colour grading, sound design, or technical exports.

13.10 Requests for Removal or Blurring

Data subjects may request removal, blurring, or masking of their appearance.

Such requests are evaluated in accordance with Articles 17 and 21 GDPR, taking into account contractual obligations, legal exemptions, and feasibility.

Undertone Studio will inform the requesting data subject within one month of receipt of the request about the action taken or the reasons for refusal (including the possibility to lodge a complaint with the Autoriteit Persoonsgegevens or seek judicial remedy).

13.11 Security Measures for On-Camera Data

Audiovisual materials receive enhanced security protections including encryption, restricted access, and confidentiality obligations for subcontractors.

13.12 Relationship to Copyright and Licensing

Copyright in the audiovisual materials remains with Undertone Studio unless explicitly transferred.

Data subjects do not acquire ownership of creative assets by appearing in them.

Processing of personal data is governed by this Privacy Policy;

copyright, licensing, and usage rights are governed by the Terms & Conditions.

CHAPTER 14 | Client Responsibilities

14.1 Overview

This chapter outlines the responsibilities of Clients when they provide Undertone Studio with personal data, request processing activities, or instruct the use of specific tools, platforms, or workflows.

Clients act as (joint or independent) Data Controllers for personal data they supply to Undertone Studio or for which they determine the purposes and essential means of processing.

14.2 Accuracy and Lawfulness of Client-Provided Personal Data

Clients are responsible for ensuring that all personal data they provide to Undertone Studio is:

- accurate, complete, and up to date;
- collected lawfully and in accordance with Articles 5 and 6 GDPR;
- shared with Undertone Studio under a valid legal basis.

Undertone Studio is not responsible for verifying the lawfulness or accuracy of data supplied by the Client.

14.3 Client Responsibility for Consent and Rights Clearance

Clients are responsible for obtaining all necessary consents, permissions, or releases for:

- identifiable individuals appearing in Client-supplied images, videos, or audio;
- minors;
- special-category data;
- any third-party content requiring clearance.

The Client warrants that such consents are valid and demonstrable. Such consents meet the requirements of Articles 4(11), 6(1)(a) and 7 GDPR (freely given, specific, informed, and unambiguous; for special-category data also explicit under Article 9(2)(a)). Undertone Studio is not responsible for obtaining consent for Client-supplied materials.

14.4 Client Responsibility for End-User Data (Websites & Digital Tools)

Clients are solely responsible for:

- cookie banners and consent mechanisms;
- their own privacy policies;
- configuring analytics or tracking tools;
- ensuring GDPR compliance of all third-party integrations;
- safeguarding end-user data on Client-owned platforms.

Undertone Studio does not provide legal compliance services unless explicitly contracted.

14.5 Client-Selected Third-Party Tools or Platforms

When the Client instructs Undertone Studio to use specific services, the Client is the Data Controller for the processing taking place through those services and is responsible for ensuring GDPR compliance.

Undertone Studio is not liable for deficiencies in Client-selected tools.

14.6 Instructions Given to Undertone Studio

Where the Client instructs Undertone Studio to process personal data on their behalf:

- instructions must be lawful and documented;
- the Client is responsible for ensuring compliance;
- Undertone Studio will rely on the Client's representation of lawful purpose and basis.

If Undertone Studio reasonably believes an instruction would violate the GDPR or applicable law, it may suspend or refuse execution.

Undertone Studio will immediately inform the Client of its concerns and will only proceed once the Client has confirmed the instruction in writing or provided a lawful alternative.

14.7 Data Transfers Initiated by the Client

For Client-requested transfers to non-EEA platforms or external parties, the Client is responsible for ensuring compliance with Articles 45–49 GDPR.

14.8 Client Responsibility for Retention and Deletion Requests

Clients must communicate their retention or deletion requirements. If none are given, Undertone Studio's own retention policy applies.

14.9 Cooperation with Data-Subject Rights Requests

Undertone Studio will notify the Client of any data-subject rights request relating to Client-controlled data. The Client must handle the request as Data Controller.

14.10 Liability for Client Non-Compliance

The Client is fully responsible for GDPR violations arising from their own instructions, data, tools, or omissions.

Undertone Studio's liability is excluded insofar as permissible under mandatory law. In particular, Undertone Studio is never liable for administrative fines imposed on the Client as Controller, nor for damages resulting from the Client's failure to fulfil its obligations under GDPR or this Policy.

CHAPTER 15 | Undertone Studio as Data Processor (DPA Section)

15.1 Overview

In certain circumstances, Undertone Studio acts as a **Data Processor** within the meaning of Article 4(8) GDPR, processing personal data solely on behalf of the Client and in accordance with the Client's documented instructions.

This chapter constitutes the Data Processing Agreement ("DPA") between Undertone Studio (Processor) and the Client (Controller), as required by Article 28 GDPR.

This DPA forms an integral part of the agreement between Undertone Studio and the Client and prevails over any conflicting provisions in the main Terms & Conditions or other agreements.

Whenever Undertone Studio acts as Controller, Chapter 2 applies.

15.2 Situations Where Undertone Studio Acts as Processor

Undertone Studio acts as a Processor only when the Client determines the purposes and essential means of processing, including:

- content population, CMS restructuring, or data migration;
- implementation of forms, APIs, or integrations that process user data;
- editing or handling Client-supplied footage containing personal data;
- maintaining, updating, or supporting websites or digital platforms on Client instruction;
- accessing Client platforms, accounts, tools, or databases for the performance of the service;
- handling end-user submissions, contact-form data, or analytics configured by the Client.

Undertone Studio **does not** act as Processor for its own creative materials or internal archiving activities (Controller role applies instead).

15.3 Subject Matter and Duration of Processing

Subject matter:

The subject matter of processing is limited to the personal data necessary for executing the services agreed with the Client.

Duration:

Processing continues for the duration of the project or instructions and any retention period required for legal claims, unless termination or deletion is instructed under Article 28(3)(g) GDPR.

15.4 Nature and Purpose of Processing

Processing activities may include:

- storage, organisation, structuring, and editing of personal data;
- transmission, retrieval, and limited access operations;
- integration, testing, and configuration of systems containing personal data;
- reviewing and modifying content supplied by the Client;
- technical troubleshooting or support on Client-owned platforms.

The purpose of processing is exclusively to perform the contracted services.

15.5 Types of Personal Data Processed

Depending on the Client's instructions, the personal data may include:

- names, email addresses, and contact details;
- website form submissions and CRM data;
- behavioural or usage data if provided by the Client;
- images, audio, and video of identifiable individuals;
- any categories of data contained in Client-supplied content.

No special categories of data are processed unless expressly instructed and covered by Article 9(2) GDPR.

15.6 Categories of Data Subjects

Data subjects may include:

- the Client's customers or users;
 - employees, contractors, or representatives of the Client;
 - individuals appearing in Client-supplied audiovisual materials;
 - website visitors or platform users, where the Client controls the platform.
-

15.7 Processor Obligations (Undertone Studio)

When acting as Processor, Undertone Studio:

- processes personal data **only** on documented instructions from the Client (Article 28(3)(a));
- ensures persons authorised to process data are bound by confidentiality (Article 28(3)(b));
- implements security measures under Article 32 GDPR;
- assists the Client with data-subject requests (Article 28(3)(e));
- assists with DPIAs and consultations where required (Article 28(3)(f));
- deletes or returns personal data upon written request or at end of contract (Article 28(3)(g));
- **makes available to the Client all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allows for and contributes to audits, including inspections, conducted by the Client or another auditor mandated by the Client (Article 28(3)(h)).**

Undertone Studio immediately informs the Client if an instruction violates the GDPR.

15.8 Sub-Processors

Undertone Studio may engage sub-processors for hosting, deployment, editing tools, cloud storage, and communication platforms.

- **The Client provides general written authorisation for the use of the sub-processors listed in Annex 1.**
- **Undertone Studio will inform the Client in writing at least 30 days in advance of any new or replacement sub-processor. The Client may object on reasonable data-protection grounds within 14 days; in case of objection the parties will work in good faith to find a solution.**
- **Undertone Studio imposes the same data-protection obligations on sub-processors by way of a written contract as set out in Article 28(3) GDPR (Article 28(4)).**

Undertone Studio ensures sub-processors meet Article 28(4) obligations.

15.9 International Transfers

Where sub-processors store or process data outside the EEA, Undertone Studio ensures compliance with:

- adequacy decisions (Article 45);
- Standard Contractual Clauses (SCCs);
- supplementary measures (encryption, access limitations, etc.);
- EDPB and AP guidance post-Schrems II.

Undertone Studio has carried out Transfer Impact Assessments (TIAs) for all non-EEA sub-processors and will make a summary available to the Client upon request.

Undertone Studio uses the European Commission's Standard Contractual Clauses (Module 2 – Controller-to-Processor or Module 3 – Processor-to-Processor, Decision 2021/914/EU) combined with a Transfer Impact Assessment.

15.10 Client Instructions

Processing is performed only on lawful, documented instructions from the Client.

If Undertone Studio believes an instruction is unlawful or incompatible with GDPR, it will:

1. suspend the instruction,

2. notify the Client immediately, and
3. resume only after the Client confirms the instruction in writing or provides a lawful alternative.

(This mirrors Article 28(3) GDPR and your corrected Chapter 14.6.)

15.11 Confidentiality

Undertone Studio ensures:

- all persons given access to personal data are subject to confidentiality obligations;
 - subcontractors are contractually bound to equivalent confidentiality.
-

15.12 Security Measures

Undertone Studio implements:

- encryption, access control, device security;
- secure cloud infrastructure;
- minimisation of personal data handling;
- secure deletion after project completion;
- confidentiality and access restrictions for subcontractors.

Full details appear in Chapter 10.

15.13 Assistance with Data Subject Rights

Where the Client receives a data-subject rights request relating to processing performed by Undertone Studio, Undertone Studio shall:

- provide reasonable assistance;
- supply relevant information;
- support technical measures as needed.

Undertone Studio does **not** respond directly to such requests unless authorised by the Client.

15.14 Data Breaches

Undertone Studio will notify the Client **without undue delay** after becoming aware of a personal-data breach affecting the Client's data.

Notifications will include:

- a description of the breach;
- categories and approximate number of data subjects concerned;
- likely consequences;
- measures taken or proposed to mitigate the impact.

The Client is responsible for notifying the supervisory authority and affected data subjects where required.

15.15 Return or Deletion of Data

Upon completion of processing or upon written request:

- personal data will be deleted or returned to the Client;
 - backups will be automatically overwritten on their normal schedule;
 - Undertone Studio may retain data only where required by law or necessary for the defence of legal claims.
-

15.16 Audits

Upon reasonable written notice, the Client may request audit information necessary to demonstrate compliance with Article 28 GDPR.

Where possible, Undertone Studio will provide documentation, security details, or third-party audit reports.

On-site audits are limited to once per year, require 30 days' prior notice, and will be conducted at the Client's expense unless evidence of material non-compliance is presented.

CHAPTER 16 | Data Breach Procedures

16.1 Overview

This chapter describes Undertone Studio's procedures for identifying, assessing, documenting, mitigating, and reporting personal-data breaches in accordance with Articles 33 and 34 GDPR.

A **personal-data breach** is any security incident that leads to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data.

16.2 Internal Detection and Identification

Undertone Studio relies on:

- infrastructure monitoring from cloud providers (e.g., hosting, storage, email);
- system notifications such as access alerts or error logs;
- manual observations during production or file handling;
- reports from subcontractors or Clients.

Upon becoming aware of an incident, Undertone Studio immediately initiates the internal breach-assessment process.

16.3 Initial Containment and Mitigation

Upon detection of a suspected breach, Undertone Studio will:

- secure systems or devices to prevent further unauthorised access;
- revoke compromised credentials or access rights;
- isolate the affected environment when technically feasible;
- suspend data transfers or processing activities if necessary;
- activate backup or recovery workflows where applicable.

Containment measures may involve coordination with hosting providers or sub-processors.

16.4 Assessment of Breach Severity

Undertone Studio conducts a rapid assessment to determine:

- the nature and sensitivity of the personal data involved;
- categories and approximate number of data subjects affected;
- categories and approximate volume of data involved;
- whether the data was encrypted or otherwise protected;
- the likelihood of risk to the rights and freedoms of data subjects.

This assessment determines whether notification obligations under Articles 33 and 34 GDPR are triggered.

16.5 Notification to the Client (Controller)

Where Undertone Studio acts as **Data Processor**, it will notify the Client **without undue delay and in any event no later than 48 hours after becoming aware of the breach** after becoming aware of a personal-data breach, providing:

- a description of the breach;
- categories and estimated number of data subjects affected;
- likely consequences;
- measures taken or proposed to mitigate the breach;
- recommended actions for the Client.

The Client, as Controller, is responsible for notifying the Autoriteit Persoonsgegevens and affected data subjects where legally required.

16.6 Notification to Supervisory Authorities

Where Undertone Studio acts as **Data Controller**, and the breach is likely to result in a **risk** to the rights and freedoms of natural persons, Undertone Studio will notify the Autoriteit Persoonsgegevens **within 72 hours** of becoming aware of the breach (Article 33(1) GDPR).

If the notification is not made within 72 hours, Undertone Studio will document the reasons for the delay. If not all information is available within 72 hours, Undertone Studio will provide the information in phases without undue further delay.

16.7 Notification of Data Subjects

Where the breach is likely to result in a **high risk** to the rights and freedoms of individuals, Undertone Studio will notify affected data subjects **without undue delay**, providing:

- a clear description of the breach;
- potential consequences;
- measures taken to address the breach;
- steps individuals can take to mitigate harm;
- contact information for Undertone Studio.
- the name and contact details of the contact person or DPO (where appointed) for further information.

Notification may be withheld where Article 34(3) GDPR applies (e.g., encryption prevented access, remedial measures eliminated the risk, or disproportionate effort applies with public communication instead).

16.8 Documentation of Breaches

Regardless of severity or notification requirements, Undertone Studio documents all personal-data breaches internally in accordance with Article 33(5) GDPR, including:

- facts relating to the breach;
- its effects;

- the remedial actions taken;
- the justification for notification or non-notification.

Records are retained in line with Undertone Studio's retention schedule.

16.9 Cooperation with Authorities and Clients

Undertone Studio cooperates with:

- the Autoriteit Persoonsgegevens during investigations;
- Clients for breaches affecting Client-controlled data;
- sub-processors in resolving or mitigating breaches.

All required technical and organisational measures are implemented to prevent recurrence.

16.10 Continuous Improvement

Following each breach or near-miss, Undertone Studio reviews:

- the cause of the incident;
- the effectiveness of existing security controls;
- opportunities for improvement;
- training and awareness needs for subcontractors or collaborators.

Security procedures are updated where necessary.

CHAPTER 17 | Data Retention for Legal Compliance & Financial Records

17.1 Overview

In addition to the retention rules outlined in **Chapter 6**, certain categories of personal data must be retained for legal, regulatory, or financial reasons.

Undertone Studio retains such data strictly for the periods required under Dutch law, EU law, and the GDPR.

These retention periods operate **independently** of project-specific retention periods and override deletion requests where statutory obligations apply.

17.2 Statutory Financial & Accounting Records

Under Dutch tax and administrative law, Undertone Studio is required to retain specific records for **seven (7) years** pursuant to **Article 52 of the Dutch State Taxes Act (Algemene Wet inzake Rijksbelastingen)** and **Article 8:4 Book 2 Dutch Civil Code for BV administration**, including:

- invoices issued and received;
- financial transactions and payment confirmations;
- contracts, quotations, and order confirmations;
- accounting records and bookkeeping data;
- correspondence related to financial obligations.

These records may contain personal data of Clients, representatives, subcontractors, and financial contacts.

This statutory retention cannot be shortened or erased at the request of a data subject.

17.3 Records Required for Legal Claims

Undertone Studio may retain personal data for the period necessary to:

- establish, exercise, or defend legal claims (Article 17(3)(e) GDPR);
- respond to disputes, chargebacks, or contract enforcement;
- preserve evidence related to audiovisual production, licensing, or IP infringement;
- maintain documentation required by insurers or legal advisors.

Retention for these purposes is governed by Dutch limitation periods (verjaringstermijnen), which typically range from **2 to 5 years**, and up to **20 years** for certain claims under the Dutch Civil Code.

In such cases Undertone Studio will inform the data subject of the refusal and the reasons thereof, and will restrict processing to storage only where possible (Article 17(3)(e) and Article 18 GDPR).

17.4 Contractual and Commercial Documentation

Retention of business records is necessary to maintain:

- proof of contract formation and acceptance;
- communication history relevant to service delivery;
- version history of revisions or approvals;
- documentation tied to licensing, IP transfers, or usage rights;
- warranties or indemnities provided by the Client.

Such documents are typically retained for **5 years** after project completion unless a longer period is required for legal defence.

17.5 Internal Audit, Compliance & Operational Records

Undertone Studio may retain the following for compliance and audit purposes:

- security logs and incident reports;
- internal breach logs (Chapter 16);
- access logs from hosting providers;
- sub-processor change logs;
- DPA compliance documentation.

Retention is generally **12 to 24 months**, unless required for longer periods due to security incidents or investigations.

17.6 Backup, Archive & Disaster Recovery Copies

Encrypted backups and archival snapshots may store personal data beyond operational retention periods.

These copies:

- exist solely for business continuity and disaster recovery;
- are overwritten on a cyclical or automated schedule;
- are inaccessible for routine business use;
- are deleted when technically feasible and no longer required.

Backup retention does not extend the operational lifecycle of data unless needed for legal claims.

17.7 Restriction of Data Subject Rights for Legal Compliance

Where personal data is retained under statutory obligations, legal claims, or fiscal law:

- the Right to Erasure (Article 17) does not apply;
- the Right to Restriction (Article 18) may be limited;
- access may be restricted if disclosure would violate legal confidentiality.

Undertone Studio applies such limitations only if strictly necessary and always in compliance with Articles 12–23 GDPR.

17.8 Documentation of Retention Decisions

Undertone Studio maintains internal documentation detailing:

- the legal basis for retention;
- the category of data retained;
- the statutory or contractual period applicable;
- the justification for overriding erasure or restriction requests.

This documentation aligns with GDPR accountability requirements (Article 5(2)).

CHAPTER 18 | Data Transfer to Third Countries & Safeguards for Sub-Processors

18.1 Overview

This chapter supplements **Chapter 9** by detailing the safeguards that apply when Undertone Studio or its sub-processors transfer or store personal data in countries outside the European Economic Area (“EEA”).

All international transfers are carried out strictly in accordance with **Chapter V GDPR**, Dutch UAVG, and EDPB guidance following Schrems II.

This chapter applies to both:

- Undertone Studio acting as Controller, and
- Undertone Studio acting as Processor on behalf of the Client (see Chapter 15).

18.2 Sub-Processors Located Outside the EEA

Some sub-processors engaged by Undertone Studio may be located outside the EEA or may store data in non-EEA regions, including:

- cloud hosting providers,
- rendering or transcoding platforms,
- communication or email delivery providers,
- project-management tools.

Undertone Studio engages such sub-processors only where a valid transfer mechanism is in place under Article 45–49 GDPR.

A current list of sub-processors is maintained in **Annex 1**.

18.3 Approved Transfer Mechanisms

Transfers to third countries may rely on one or more of the following mechanisms:

a. Adequacy Decisions (Article 45 GDPR)

Transfers may occur to countries recognised by the European Commission as providing an adequate level of protection.

b. EU–US Data Privacy Framework (DPF)

EU–US Data Privacy Framework (DPF) – only where the recipient is actively self-certified and listed on the official DPF list at the time of transfer, and only as a supplementary (not primary) mechanism alongside SCCs + TIA.

c. Standard Contractual Clauses (SCCs) (Article 46 GDPR)

For sub-processors not covered by adequacy decisions, Undertone Studio uses the European Commission’s latest approved SCCs (Commission Implementing Decision (EU) 2021/914 of 4 June 2021, Module 2 Controller-to-Processor or Module 3 Processor-to-Processor, as applicable).

d. Supplementary Measures

Where required by the EDPB or AP, Undertone Studio implements supplementary measures, including:

- encryption in transit and at rest,
 - strict access controls,
 - data minimisation,
 - pseudonymisation where feasible,
 - contractual obligations restricting government access requests.
-

18.4 Transfer Impact Assessments (TIAs)

In line with Schrems II obligations, Undertone Studio performs a Transfer Impact Assessment (“TIA”) for each non-EEA sub-processor to evaluate:

- the legal landscape of the destination country,
- risks of third-country government access,
- the technical and organisational safeguards applied,
- remaining residual risks after supplementary measures.

A summary of relevant TIAs is made available to the Client upon request.

18.5 Client-Selected Transfers

Where the Client instructs Undertone Studio to use tools, platforms, or hosting environments involving international transfers:

- the Client acts as Data Controller for such transfers;
- the Client is responsible for ensuring Article 45–49 GDPR compliance;
- Undertone Studio bears no liability for non-compliant Client-selected transfer mechanisms.

This applies to marketing tools, analytics platforms, CRMs, SaaS tools, or any third-party integrations the Client independently selects.

18.6 Processor-Level Safeguards (Article 28 GDPR)

For all non-EEA sub-processors engaged while acting as Processor, Undertone Studio ensures:

- execution of the 2021 Standard Contractual Clauses (Module 2 where Undertone Studio receives data from the Client as Controller; Module 3 where a sub-processor receives data from Undertone Studio);
 - implementation of supplementary measures;
 - monitoring of legal developments impacting data transfers;
 - mandatory notification obligations for foreign government access requests;
 - data access logs and minimisation practices;
 - strict downstream processor obligations (Article 28(4)).
-

18.7 Government Access Requests (Third Countries)

Where a non-EEA authority makes a request for access to Client or data-subject personal data:

- sub-processors must notify Undertone Studio without delay (unless legally prohibited);
- Undertone Studio will immediately notify the Client;
- data will not be disclosed unless required by binding law after all remedies have been

exhausted;

- Undertone Studio will assess whether the request infringes EU fundamental rights or GDPR obligations.
-

18.8 Transparency and Documentation

Undertone Studio maintains internal documentation of:

- all non-EEA sub-processors,
- relevant SCCs and contractual safeguards,
- all TIA conclusions,
- supplementary measures in place,
- notifications and audit results where applicable.

This documentation supports GDPR accountability requirements (Article 5(2)).

18.9 Updates to International Transfer Practices

Undertone Studio continuously monitors:

- changes in adequacy decisions,
- updates to SCCs or EDPB recommendations,
- changes in third-country surveillance laws,
- AP enforcement trends.

If a transfer mechanism becomes invalid:

- transfers will be suspended or re-routed,
- updated safeguards will be implemented,
- Clients will be notified if their data is affected.

CHAPTER 19 | Automated Decision-Making & Profiling

19.1 Overview

This chapter describes whether and how Undertone Studio uses automated decision-making or profiling within the meaning of Articles 22 and 4(4) GDPR.

Undertone Studio does **not** engage in fully automated decision-making that produces legal or similarly significant effects on individuals.

19.2 No Fully Automated Individual Decision-Making (Article 22 GDPR)

Undertone Studio does **not**:

- make decisions based solely on automated processing,
- use algorithms to approve or reject Clients or individuals,
- apply scoring or evaluation systems that materially affect individuals,
- conduct automated decision-making that has legal or significant effects.

All decisions relating to Clients, individuals appearing in creative projects, website users, subcontractors, or prospective Clients involve human review and intervention.

19.3 Limited Analytics and Insight Tools (Non-Significant Effects)

Undertone Studio may use non-intrusive analytics or insight tools (e.g., basic website analytics, engagement measurement, or technical performance monitoring), but:

- processing is limited to aggregated or pseudonymised data where possible;
- no automated evaluation of individual behaviour takes place;
- no decisions are made that affect individuals;
- no behavioural predictions, personality analysis, or segmentation profiles are created.

Any analytics requiring consent are covered in **Chapter 12 (Cookies & Tracking Technologies)**.

19.4 AI-Assisted Editing or Workflow Tools

Where Undertone Studio uses AI-assisted tools for editing, organisation, or workflow optimisation:

- such tools are used only for creative enhancement or operational efficiency;
- they are not used to make decisions about individuals;
- models are used as processors or sub-processors only under strict contractual safeguards;
- personal data used within such tools is minimised or anonymised where feasible.

- Where AI tools process personal data on a large scale or involve special-category data (e.g., facial recognition, voice analysis, or biometric generation), Undertone Studio will conduct a Data Protection Impact Assessment (DPIA) under Article 35 GDPR prior to deployment.

AI tools do not perform human assessment or evaluation of identifiable individuals.

19.5 Future Automated Processing

If Undertone Studio introduces automated decision-making or profiling processes in the future:

- this Privacy Policy will be updated prior to implementation;
- the lawful basis, purpose, and impact assessment will be documented;
- data subjects will be informed in accordance with Articles 13–14 GDPR;
- additional safeguards, such as the right to human intervention, will be implemented.

No such processing is currently performed.

CHAPTER 20 | International Clients & Cross-Border Collaboration

20.1 Overview

Undertone Studio works with Clients, subcontractors, and partners located both within and outside the European Economic Area (“EEA”).

This chapter explains how personal data is processed during international collaboration and how GDPR compliance is maintained regardless of geographic location.

This chapter applies in addition to the international-transfer principles outlined in **Chapters 9 and 18**.

20.2 Application of the GDPR to Non-EU Clients

The GDPR applies to processing activities carried out by Undertone Studio **regardless of whether the Client is based outside the EU**, because:

- Undertone Studio is established in the Netherlands (Article 3(1) GDPR);
- all processing performed as part of its commercial activities falls under EU jurisdiction;
- EU-based sub-processors and infrastructure providers are also subject to the GDPR.

By instructing Undertone Studio, international Clients acknowledge that personal data will be processed in accordance with the GDPR and this Privacy Policy.

20.3 Data Processing for International Projects

When undertaking cross-border production or creative work, Undertone Studio may process:

- personal data belonging to individuals located worldwide;
- data transferred from non-EU Clients to EU infrastructure;
- audiovisual material captured in other jurisdictions.

Regardless of origin, such data is processed under the GDPR and Dutch law when handled by Undertone Studio.

20.4 Use of Subcontractors Located Outside the EU

Where international subcontractors (e.g., camera operators, editors, sound designers, translators) are engaged:

- they receive only the minimum amount of personal data necessary (“data minimisation”);
- they are bound by confidentiality and contractual data-protection obligations;
- no special-category data is shared without express safeguards;
- all transfers comply with Chapter V GDPR and the controls in **Chapter 18**.

Clients will be informed if subcontractors are engaged in a Processor role.

20.5 International Filming, Events & On-Location Production

For productions carried out abroad, the following may occur:

- personal data is collected in the country where filming takes place;
- identifiable individuals may appear in footage captured in public or semi-public spaces;
- event organisers, venue owners, or local partners may share participant or staff information with Undertone Studio.

Such processing is governed by the GDPR whenever Undertone Studio acts as Controller. Where local law imposes additional restrictions (e.g., filming permits, minors' consent, biometric limitations), such requirements will be observed in parallel.

20.6 Client-Supplied International Data

International Clients providing personal data (e.g., scripts, CRM data, staff lists, contact forms, brand assets) are responsible for:

- ensuring such data was collected lawfully in their own jurisdiction;
- transferring it to Undertone Studio under a lawful basis;
- ensuring any cross-border transfer from their jurisdiction complies with local law;
- providing adequate notices to data subjects.

Undertone Studio does not determine the lawfulness of data collected outside the EU by the Client.

20.7 Cross-Border Editing, Review, and Approval Workflows

International collaboration may involve:

- remote review sessions;
- cloud-based editing workflows;
- platform access for foreign Client teams;
- delivery of materials to non-EU locations.

All such workflows follow GDPR safeguards, including secure access, encryption, and restricted permissions.

20.8 Rights of Data Subjects Outside the EU

Individuals located outside the EU whose data is processed by Undertone Studio are granted the **same GDPR rights** as EU residents, including:

- access, rectification, erasure, restriction, objection,
- data portability (where applicable),
- the right to lodge a complaint with the Autoriteit Persoonsgegevens.

Where required by local law, additional regional rights may also apply, but no such rights diminish GDPR protections.

20.9 Conflicts of Law

If the laws of a non-EU jurisdiction impose obligations that conflict with the GDPR or Dutch law:

- If compliance with both GDPR and a mandatory third-country law is objectively impossible, Undertone Studio will inform the Client without undue delay and will suspend the conflicting processing activity until a lawful solution is found or the instruction is withdrawn.
- processing will be limited or suspended if compliance cannot be ensured.

This ensures the highest applicable privacy standard is maintained.

20.10 Transparency for International Operations

Undertone Studio maintains records of:

- international Clients and collaboration partners,
- non-EU sub-processors used for storage or processing,
- relevant TIAs and contractual safeguards (see Chapter 18),
- cross-border instructions provided by Clients.

This documentation supports Article 5(2) GDPR accountability requirements.

CHAPTER 21 | Children's Data & Safeguards for Minors

21.1 Overview

This chapter outlines how Undertone Studio processes personal data of minors under the GDPR, the Dutch UAVG, and applicable best practices for audiovisual production.

Minors require **enhanced protection**, and processing their data is governed by stricter standards than for adults.

21.2 Age Thresholds

In accordance with Article 8 GDPR and Dutch law:

- In the Netherlands, children under 16 years of age cannot lawfully consent to processing for creative/commercial audiovisual productions (Article 8 GDPR jo. Article 5 UAVG and parliamentary history). Consent must always be given or authorised by the holder of parental responsibility.
- consent must be provided by the holder of parental responsibility;
- older minors (16–17) may consent if they understand the consequences, unless local law requires parental consent.

When in doubt, parental consent is required.

21.3 Processing of Minors Appearing in Footage

When minors appear in audiovisual content (filming, interviews, event documentation):

- parental or guardian consent is required for identifiable minors;
- consent must be explicit, verifiable, and documented;
- the Client must confirm that such consent has been obtained before Undertone Studio begins processing;
- where minors appear incidentally in public-space crowd shots, Undertone Studio relies on legitimate interest supported by a documented LIA.

Undertone Studio never films minors in prominent or staged roles without explicit written parental consent. Minors appearing incidentally and unrecognisably in public-space crowd scenes may be covered by legitimate interest (documented LIA); however, if a minor is clearly identifiable, parental consent or blurring will be applied.

21.4 Client Responsibility for Parental Consent

When Clients provide footage, scripts, schedules, or data involving minors:

- the Client acts as Controller for such data;
- the Client must obtain and retain parental-consent documentation;
- the Client must provide Undertone Studio with written confirmation that valid consent exists;
- Undertone Studio may refuse to process materials at its discretion if proper consent cannot be demonstrated.

Undertone Studio does not assume responsibility for verifying parental consent obtained by the Client.

21.5 Special Categories of Data Concerning Minors

Undertone Studio does **not** intentionally process special-category data of minors.

If such data appears in footage (e.g., religious symbols, health information, ethnicity), processing will occur only:

- with explicit, separate parental consent,
 - or under a clear exception in Article 9(2) GDPR,
 - or when strictly necessary for the establishment or defence of legal claims.
-

21.6 Filming in Schools, Events, or Youth Facilities

For productions in educational or youth environments:

- event organisers or schools must provide confirmation of parental notices or consent;
- additional transparency measures (e.g., signage) may be required;
- Undertone Studio may request written confirmation of the legal basis used by the Client.

If the Client cannot demonstrate lawful processing, Undertone Studio may pause or refuse the project.

21.7 Website Forms and Digital Interactions

Undertone Studio does not knowingly collect personal data from minors via:

- contact forms;
- email submissions;
- website analytics;
- online interactions.

If Undertone Studio becomes aware that a minor has submitted their data without parental consent, the data will be deleted promptly.

21.8 Storage and Security of Minors' Data

Where minors' data is processed:

- enhanced security measures apply;
- access is restricted to essential personnel;
- data minimisation principles are strictly enforced;

- footage containing minors is not used in portfolios or marketing without explicit parental consent.
-

21.9 Rights of Minors and Parents

Parents or legal guardians may exercise GDPR rights (access, erasure, restriction) on behalf of the minor.

Undertone Studio will verify identity and legal authority before addressing such requests.

Requests are handled under the timelines in **Chapter 11**.

CHAPTER 22 | Updates to This Privacy Policy

22.1 Overview

Undertone Studio may revise or update this Privacy Policy from time to time to reflect:

- changes in legal requirements;
- updates to services, workflows, or technical infrastructure;
- new sub-processors or international transfer mechanisms;
- changes in security measures or internal policies;
- updated guidance from the Autoriteit Persoonsgegevens, EDPB, or European Commission.

All changes are made in accordance with the principles of transparency (Articles 12–14 GDPR).

22.2 Material vs. Non-Material Changes

Changes to this Privacy Policy fall into two categories:

a. Non-Material Changes

These include:

- editorial improvements,
- clarifications,

- correcting terminology,
- updating references or numbering,
- adding detail without affecting data-subject rights.

Non-material changes may be implemented without prior notice.

b. Material Changes

Material changes include:

- new categories of personal data processed;
- new purposes or lawful bases;
- new sub-processors or international transfers;
- changes to data-subject rights or methods of exercising them;
- alterations to retention periods;
- introduction of automated decision-making or profiling.

Material changes will be communicated in advance or at the moment of their introduction.

22.3 Method of Notification

When material changes occur, Undertone Studio may notify Clients and relevant stakeholders via:

- email using the last known email address;
- a prominent notice on the Undertone Studio website;
- updated documentation shared as part of ongoing projects.

Undertone Studio will use one or more of these methods as appropriate to the significance of the change and the type of data subjects affected, in order to meet the transparency requirements of Articles 12–14 GDPR.

22.4 Version Control

Undertone Studio maintains internal records of:

- the current version of this Privacy Policy;
- dates of entry into force;
- summaries of changes for each revision;
- previous versions for audit and compliance purposes.

Previous versions may be requested by Clients.

22.5 Client Responsibility to Review Updates

Clients are responsible for reviewing the updated Privacy Policy periodically, including updates posted on the Undertone Studio website.

Continued use of Undertone Studio's services after updates are published constitutes acknowledgement of the revised terms for the purposes of B2B GDPR compliance.

22.6 Effective Date of Changes

Unless otherwise specified:

- non-material changes take effect immediately upon publication;
- material changes take effect on the date indicated in the notice or communication.

CHAPTER 23 | Contact, Complaints & Supervisory Authorities

23.1 Contact Details for Data Protection Matters

For any questions, concerns, or requests related to this Privacy Policy or the processing of personal data, individuals may contact:

Undertone Studio

Willem Dreeslaan 211
8161 ZH Epe
The Netherlands

Data Protection Officer (if appointed) or responsible person:

Jeroen van Vlaanderen
Email: contact@utone.studio

Queries are handled in accordance with the timelines and procedures set out in **Chapter 11 (Data-Subject Rights)**.

23.2 Exercising Data-Subject Rights

Data subjects may submit requests concerning:

- access,
- rectification,
- erasure,
- restriction,
- objection,
- data portability,
- or withdrawal of consent.

Requests must include sufficient information to verify the requester's identity.

If additional details are required (e.g., proof of identity or clarification of the request), Undertone Studio will notify the requester promptly.

Instructions for exercising rights are set out in **Chapter 11**.

23.3 Complaints to Undertone Studio

Individuals who wish to lodge a complaint directly with Undertone Studio may do so via email.

Undertone Studio will:

- acknowledge receipt of the complaint,
- investigate the matter,
- provide a written response within the statutory timelines,
- indicate whether corrective measures will be taken.

Where a complaint cannot be resolved internally, individuals may escalate the issue to the relevant supervisory authority.

23.4 Right to Lodge a Complaint with a Supervisory Authority

Data subjects have the right to lodge a complaint with a supervisory authority if they believe their personal data has been processed unlawfully or in violation of the GDPR.

The primary supervisory authority for Undertone Studio is:

Autoriteit Persoonsgegevens (AP)

Bezuidenhoutseweg 30
2594 AV Den Haag
The Netherlands

Website: <https://autoriteitpersoonsgegevens.nl>

Telephone: +31 70 888 8500

Individuals located in other EU member states may submit complaints to the supervisory authority in their own jurisdiction.

23.5 Judicial Remedies

Data subjects also have the right to pursue judicial remedies if:

- they believe Undertone Studio has infringed their data-protection rights;
- they disagree with the decision of a supervisory authority;
- they seek compensation for material or non-material damage (Article 82 GDPR).

Judicial proceedings may be brought before the courts in:

- the Netherlands, or
 - the EU member state where the individual resides.
-

23.6 Language of Communications

For efficiency and accuracy:

- Undertone Studio accepts data-protection inquiries in Dutch or English;
- responses will be provided in the language of the request unless otherwise agreed.

ANNEX 1 | Sub-Processors & Technical Infrastructure

This Annex lists the third-party service providers (“sub-processors”) that Undertone Studio uses for hosting, communication, storage, project management, or workflow execution. All sub-processors are subject to GDPR-compliant contractual safeguards and, where applicable, international-transfer mechanisms as described in **Chapters 9, 15, and 18**.

Sub-processors are grouped by function.

1. Hosting & Deployment Providers

Vercel Inc.

Purpose: Website hosting, deployment, CDN

Location: EU & US

Role: Sub-processor

Transfer Mechanism: Standard Contractual Clauses (Module 2/3 – 2021/914) + Transfer Impact Assessment

Personal Data: IP addresses, access logs (if enabled)

2. Cloud Storage & File Management

Google Workspace (Google Ireland Ltd.)

Purpose: Email, cloud storage, file collaboration

Location: EU & US

Role: Sub-processor

Transfer Mechanism: Standard Contractual Clauses (Module 2/3 – 2021/914) + Transfer Impact Assessment

Personal Data: Contact details, client files, production materials

Google Drive (via Workspace)

Included under Google Workspace.

3. Project Management & Documentation

Notion Labs, Inc.

Purpose: Project planning, notes, client documentation

Location: US

Role: Sub-processor

Transfer Mechanism: Standard Contractual Clauses (Module 2/3 – 2021/914) + Transfer Impact Assessment

Personal Data: Client information in project notes or planning documents

4. Accounting & Financial Administration

Bunni (EU-based)

Purpose: Invoicing, accounting, financial administration
Location: EU
Role: Sub-processor
Transfer Mechanism: EEA only
Personal Data: Billing information, contracts, payment records

5. Creative Production Tools

Adobe Inc.

Purpose: Creative Cloud (Photoshop, Premiere, After Effects, etc.)
Location: US/EU
Role: Sub-processor (cloud-sync features only)
Transfer Mechanism: Standard Contractual Clauses (Module 2/3 – 2021/914) + Transfer Impact Assessment
Personal Data: Project files (if synced), metadata

Blackmagic Design (DaVinci Resolve)

Purpose: Video editing software (local)
Location: Local processing on Undertone Studio hardware
Role: Not a sub-processor unless cloud collaboration features are used
Transfer Mechanism: N/A
Personal Data: Footage and project files processed offline

6. Website Analytics (Optional)

(Include only if implemented)

Google Analytics

Purpose: Website analytics (consent-based)
Location: EU & US
Role: Sub-processor
Transfer Mechanism: Standard Contractual Clauses (Module 2/3 – 2021/914) + Transfer Impact Assessment
Personal Data: IP address (truncated), device data
Legal Basis: Consent required

7. Communication & Collaboration Tools

Google Meet / Zoom (if used)

Purpose: Video conferencing

Location: EU & US

Role: Sub-processor

Transfer Mechanism: Standard Contractual Clauses (Module 2/3 – 2021/914) + Transfer Impact Assessment

Personal Data: Names, email addresses, meeting metadata

8. Backup & Continuity Infrastructure

Google Workspace Backup / Cloud Redundancy

Purpose: Encrypted backups, redundancy

Location: EU & US

Role: Sub-processor

Transfer Mechanism: Standard Contractual Clauses (Module 2/3 – 2021/914) + Transfer Impact Assessment

Personal Data: Files stored in encrypted form

9. Local Processing (Not Sub-Processing)

The following involve personal data but **are not sub-processors**:

- local editing on encrypted hardware
- offline SSD or NAS storage
- raw-footage archives
- internal project folders with no third-party access

These activities fall outside Article 28 GDPR.

10. Sub-Processor Management & Future Flexibility

The Client grants Undertone Studio general written authorisation to engage the sub-processors listed in this Annex and to add or replace sub-processors in the future, provided that:

- the new sub-processor offers at least equivalent guarantees and is bound by a written contract with the same data-protection obligations as set out in Chapter 15 of this Privacy Policy, and

- where the sub-processor is located outside the EEA, appropriate safeguards (Standard Contractual Clauses and a transfer risk assessment) are in place.

Undertone Studio will inform the Client by email at least 30 days before adding or replacing a sub-processor (unless urgent security reasons require shorter notice). The Client may object within 14 days only on reasonable data-protection grounds. If no objection is received, the new sub-processor is deemed authorised.

The up-to-date list of sub-processors is always available on request or at <https://utone.studio/legal/sub-processors> (page will be created when needed).