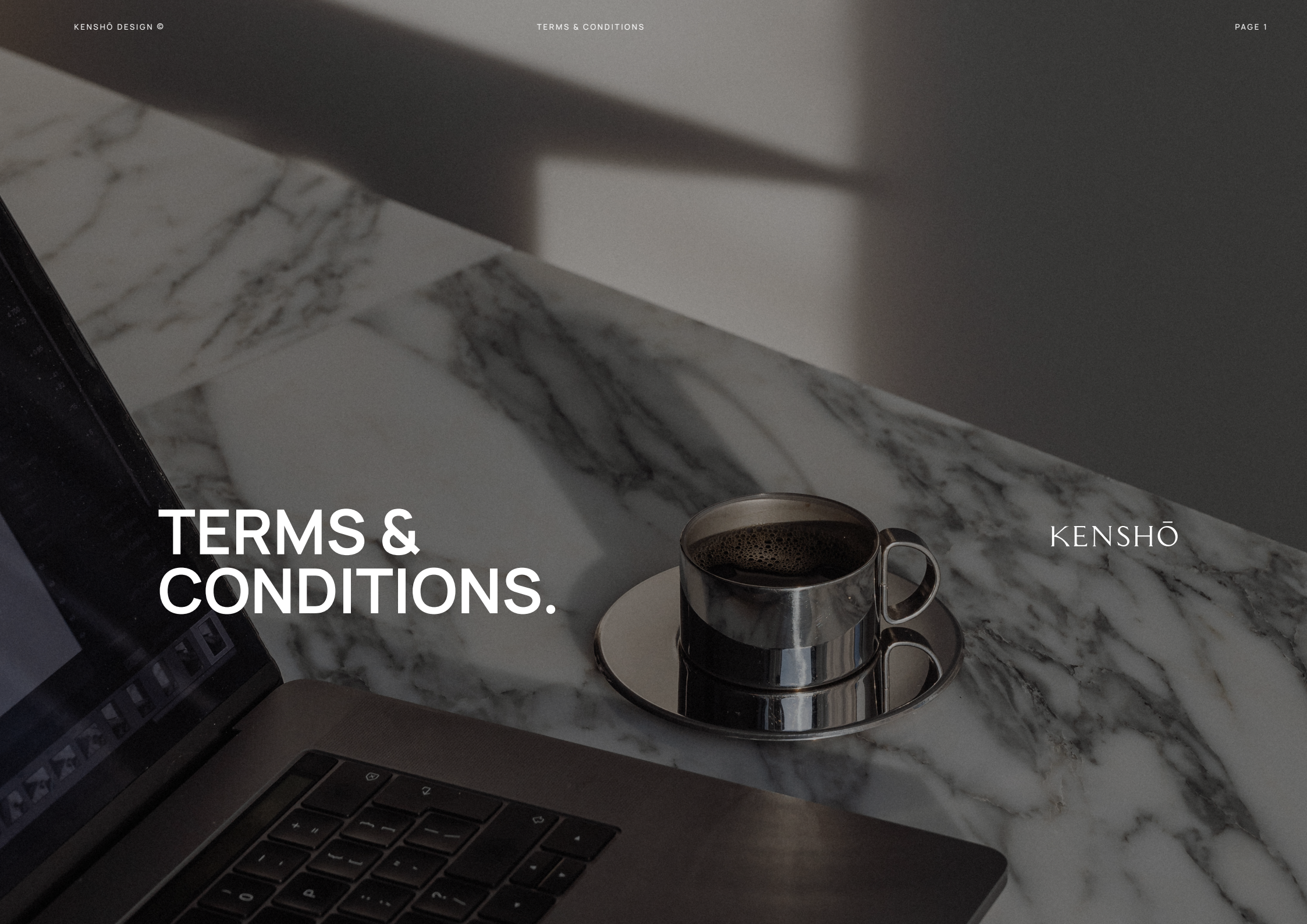


TERMS & CONDITIONS.

KENSHŌ

THOSE SMALL LETTERS

AT OUR BOUTIQUE, WE'RE ALL ABOUT MAKING COLLABORATIONS A BLAST FOR EVERYONE. WE WANT TO CREATE AN ENVIRONMENT THAT'S NOT JUST PRODUCTIVE, BUT DOWNRIGHT AWESOME, WHERE CREATIVITY THRIVES AND SUCCESS IS INEVITABLE. BUT HEY, LET'S KEEP IT REAL – OPEN COMMUNICATION AND MANAGING EXPECTATIONS ARE LIKE THE UNSUNG HEROES OF THE GAME. NOW, BRACE YOURSELVES FOR THE NOT-SO-GLAMOROUS BUT TOTALLY CRUCIAL STUFF!

Terms & Conditions
Kenshō Collective BV
Registered office: Italielei 65 bus 502, 2000 Antwerp, Belgium
Company number (KBO/BCE): 1038.435.082
VAT: BE1038435082
Email: hello@kensho.design
Last updated:August 2026

1. General
These Terms & Conditions ("Terms") govern all offers, proposals, and agreements between Kenshō Collective BV ("Kenshō", "we") and the client ("you"). By engaging our services or signing a collaboration agreement, you accept these Terms. Kenshō reserves the right to refuse or discontinue services at its discretion. Deviations from these Terms are only valid if agreed in writing.

2. Scope of Services
All services are defined in the proposal. Any work outside the agreed scope requires written approval and may incur additional fees. Kenshō delivers design, strategy, and advisory services. Kenshō performs its services with reasonable skill and care (inspanningsverbintenis); specific commercial outcomes are not guaranteed.

3. Client Responsibilities
You agree to:
Provide accurate, complete, and timely input
Review and approve deliverables within agreed timelines
Ensure you hold all necessary rights, licenses, and consents for all materials you provide, including photographs of identifiable persons
Use deliverables in compliance with applicable laws, including AI and data protection regulations

4. Use of AI Tools & Third-Party Data Processing
Kenshō uses artificial intelligence tools as an integral part of its design, ideation, image generation, and production processes. These include, without limitation, tools provided by Anthropic (Claude), OpenAI, Kling AI (Kuaishou Technology), and Google (including Nano Banana / Gemini image models), as well as comparable providers ("AI Providers").

4.1 Processing of client materials.
To perform the services, Kenshō may upload materials you provide to the platforms of these AI Providers. This may include, among other things: brand manuals, brand assets, logos, product imagery, marketing copy, and photographs, including photographs of identifiable persons. These materials may be processed and stored on servers of the AI Providers, which may be located outside the European Economic Area (including the United States), and are subject to the AI Providers' own terms of service and privacy policies.

4.2 Consent.
By signing the collaboration agreement or otherwise engaging our services, you expressly acknowledge and consent to the processing and storage of the materials you provide by the AI Providers listed above or comparable providers, for the purpose of delivering the agreed services.

4.3 Personal data in client materials.
Where materials contain personal data (for example, photographs or names of employees, founders, or customers), you warrant that you have a lawful basis under the GDPR and, where required, the explicit consent of the individuals concerned to share these materials with Kenshō and to have them processed by the AI Providers as described above. You will inform the individuals concerned where legally required. You may not provide special categories of personal data (Art. 9 GDPR) unless explicitly agreed in writing.

4.4 Safeguards.
Kenshō uses professional or business-tier accounts and available privacy settings of AI Providers where reasonably possible, including settings that restrict the use of inputs for model training where such settings are offered. Kenshō maintains human oversight and review over all final deliverables. Kenshō cannot, however, guarantee or control the internal data practices of AI Providers.

4.5 Opt-out.
If you do not wish specific materials to be processed via AI tools, you must notify Kenshō in writing before the start of the project. Kenshō will assess whether the services can be delivered without such processing; this may affect scope, timeline, and pricing.

4.6 Nature of AI outputs.
You acknowledge that AI outputs are probabilistic and require human review, and that under current law, purely AI-generated elements may not qualify for copyright protection or exclusivity. Kenshō does not warrant that AI-assisted elements of deliverables are free from third-party similarity claims. You are responsible for using AI-assisted outputs in compliance with applicable laws, including the EU AI Act, for not deploying deliverables in prohibited or high-risk applications without proper safeguards, and for ensuring transparency where legally required (e.g. disclosing AI-generated content). Kenshō is not liable for misuse of AI-generated outputs once delivered.

4.7 Transparency and labelling obligations (EU AI Act, Article 50).
Kenshō will inform you in writing which deliverables, or elements thereof, are AI-generated or AI-manipulated. Where AI Providers embed machine-readable provenance marks or metadata in generated content (Article 50(2) AI Act), Kenshō delivers the content with such marks intact where technically feasible. You may not remove, alter, or circumvent these machine-readable marks.
Where deliverables qualify as a "deep fake" within the meaning of Article 3(60) AI Act (AI-generated or manipulated image, audio or video content that resembles existing persons, objects, places, entities or events and would falsely appear to a person to be authentic or truthful), or as AI-generated text published to inform the public on matters of public interest without human review or editorial control, you are, as the party publishing or otherwise exposing such content to the public, solely responsible for clearly and visibly disclosing its artificial origin upon first exposure, in accordance with Article 50(4) AI Act and applicable European Commission guidance. You acknowledge that this may also include photorealistic depictions of fictional persons who do not exist but could plausibly exist: the decisive factor under European Commission guidance is whether the content would falsely appear to the audience to be authentic, not whether the depicted person is real. You further acknowledge that a machine-readable mark embedded in the file does not by itself satisfy this disclosure obligation. Where such content forms part of an evidently artistic, creative, or fictional work, disclosure may be made in an appropriate manner that does not hamper the display or enjoyment of the work (e.g. in captions or credits). Kenshō may advise on appropriate labelling formats; implementation and ongoing compliance at and after publication rest with you. You indemnify Kenshō against all claims, fines, and sanctions resulting from your failure to comply with these obligations.

4.8 Depictions of real persons.
Where you request AI-generated or AI-manipulated content depicting real, identifiable persons (including but not limited to founders, employees, models, or customers), you must provide Kenshō with documented, specific consent from each depicted person, covering the AI generation or manipulation of their likeness, before work begins. General consent to photography does not automatically constitute consent to AI manipulation of a person's likeness. Where the depicted person is yourself as the contracting party or its signatory, your signature of the col-

laboration agreement constitutes this consent. You further warrant that all photographs you supply come with the necessary intellectual property rights and licences, including from the photographer or other rights holders, to permit AI processing and the creation of derivative works; standard photography licences do not always include such rights, and verifying this remains your responsibility. Kenshō may refuse to create or deliver such content in the absence of documented consent, or where the content could reasonably be considered misleading, defamatory, or otherwise unlawful. You remain solely responsible for the lawful use and publication of such content, including compliance with image rights (portretrecht) and the GDPR, and the indemnification in Section 14 applies in full.

5. Data Protection (GDPR)

Kenshō processes personal data in accordance with the GDPR.
You agree that:
You have a lawful basis to share any personal data with Kenshō
You will not provide special categories of personal data unless explicitly agreed in writing

Kenshō will:

- Only process personal data necessary for the project
- Take appropriate technical and organisational security measures
- Engage sub-processors, including the AI Providers referred to in Section 4, only as necessary for service delivery
- Not otherwise share personal data with third parties without consent, unless required by law

Where personal data is transferred outside the EEA, such transfers take place under appropriate safeguards provided by the relevant provider (such as the EU–US Data Privacy Framework or Standard Contractual Clauses). You remain responsible for GDPR compliance within your own systems and usage.

6. Pricing & Payment

- Quotes are valid for 14 days
- Prices exclude VAT and third-party costs
- Payment terms: 14 days from invoice date

Late payments incur late-payment interest and a fixed collection fee in accordance with applicable Belgian law, plus possible legal action
Work may be suspended if payments are overdue

7. Project Timelines

Timelines depend on timely client input. Delays caused by the client may result in rescheduling or, after written notice, termination of the project without refund of amounts already due.

8. Cancellation

- Projects: a 20% cancellation fee applies after signing of the agreement
- After work has started, payments made are non-refundable and work performed remains invoiceable
- Unused services expire 3 months after purchase

9. Intellectual Property

- Kenshō retains ownership of all original design work, working files, and pre-existing materials.
- Upon full payment, you receive a licence to use the final deliverables for the purposes agreed in the proposal.

You may not:

- Resell, redistribute, or claim authorship of the deliverables
- Use the work in unlawful or harmful contexts
- Working files are not included unless agreed separately in writing. For AI-assisted elements, the limitations set out in Section 4.6 apply.

10. Liability

Kenshō is not liable for:

- Indirect or consequential damages
- Business loss, missed opportunities, or reputational damage
- Misuse of deliverables, including AI-assisted outputs
- Acts, omissions, outages, or data practices of third-party providers, including AI Providers

Kenshō's total liability is limited to the amount paid for the specific service giving rise to the claim. Nothing in these Terms excludes liability for fraud or intentional misconduct.

11. Third-Party Tools
Kenshō may use third-party tools and platforms, including the AI Providers referred to in Section 4. Kenshō is not responsible for their performance, availability, outages, or compliance.

12. Data & File Handling
Project files are stored for up to 6 months after project completion. You must download and store final files securely upon delivery and Kenshō is not responsible for data loss after delivery

13. Prohibited Use
You may not use deliverables for:
- Illegal activities
- Misleading or harmful content
- Discrimination, hate, or abuse

14. Indemnification
You agree to indemnify and hold Kenshō harmless against all third-party claims arising from (i) your use of the deliverables, (ii) materials you provided, including claims by individuals depicted in photographs or other personal data you supplied, and (iii) regulatory violations attributable to you, including under the EU AI Act and the GDPR.

15. Amendments
Kenshō may update these Terms at any time. The version in force at the time of signing applies to the relevant agreement. Continued engagement of services after notification of updated Terms constitutes acceptance for future work.

16. Governing Law & Jurisdiction
These Terms and all agreements with Kenshō are governed by Belgian law. Any disputes fall under the exclusive jurisdiction of the courts of Antwerp, Antwerp division, without prejudice to mandatory consumer protection rules where applicable.

17. Contact
For questions: hello@kensho.design

THANKS FOR CHOOSING US. WE APPRECIATE YOU.

QUESTIONS? ASK US ANYTHING.

KENSHO.DESIGN KIM@KENSHO.DESIGN +32456661213