

SUPPLEMENTARY TERMS & CONDITIONS
COPYWRITING & CONTENT SERVICES
12GROUP

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Chamber of Commerce (KvK): 86515047

Hereinafter referred to as "12Group"

These supplementary terms and conditions form an addition to the General Terms and Conditions of 12Group and apply to all Copywriting and Content services provided by 12Group, including but not limited to copywriting for websites, blogs, social media, newsletters, marketing materials, SEO-optimized texts, and other written content. By commissioning work or using Copywriting services, the client explicitly agrees to the applicability and content of these supplementary terms and conditions.

Article 1 - Definitions

1. **Copywriting Services:** all activities aimed at creating, rewriting, editing, structuring, optimizing, and advising on texts, including but not limited to:
 - Website and landing page content;
 - Blogs and articles;
 - Social media content;
 - Newsletters and email campaigns;
 - Advertisements and commercial texts;
 - Brochures, flyers, and marketing materials;
 - SEO texts and content optimization;
 - Scripts, slogans, product descriptions, and other written content.
2. **Client:** any natural or legal person who engages Copywriting services from 12Group.
3. **Agreement:** any arrangement between 12Group and the client, in any form, regarding Copywriting services.
4. **Scope:** the work, number of texts, revision rounds, deadlines, rates, and any maximum hours agreed in writing, as set out in the quotation, agreement, subscription, or invoice.
5. **Delivery:** the moment when texts are digitally made available to the client.
6. **Additional Work:** any work not explicitly included within the scope, including extra texts, additional rewrites, expansions, repositioning, or extra revisions.
7. **AI Tools:** software, platforms, or technologies based on artificial intelligence used to support content creation or optimization.

Article 2 - Applicability

1. These supplementary terms apply to all Copywriting services provided by 12Group.
2. Deviations are only valid if agreed upon in writing and confirmed by 12Group.
3. General terms and conditions of the client are explicitly excluded.
4. In case of conflict, these supplementary terms prevail over any other communication.
5. The client can never claim more work, revisions, output, or hours than explicitly agreed in writing within the scope, including subscriptions or credit bundles.

Article 3 - Formation of the Agreement

1. All quotations and offers are non-binding unless stated otherwise in writing.
2. An agreement is only concluded after written confirmation by 12Group.
3. Oral promises, expectations, or examples create no obligation for 12Group.

Article 4 - Execution of Services

1. 12Group performs its services based on a best-efforts obligation.
2. 12Group independently determines the method, style, tone of voice, structure, and tools.
3. 12Group is entitled to engage third parties or tools (including AI) without prior consent.
4. Results such as conversion, SEO ranking, revenue, or marketing performance are explicitly not guaranteed.

Article 5 - Client Cooperation

1. The client is responsible for timely, accurate, and complete provision of briefing, input, source materials, and feedback.
2. Incorrect or incomplete input is entirely at the client's risk and expense.
3. In case of insufficient or delayed cooperation, 12Group may:
 - postpone deadlines;
 - suspend work;
 - charge additional costs.
4. Client non-compliance does not release the client from payment obligations.

Article 6 - Revisions and Additional Work

1. Revisions are limited to the number agreed in writing.
2. Extra revisions, substantial changes in direction, or restructuring are always considered additional work.
3. 12Group is not obliged to perform additional work without prior written approval.
4. Additional work is invoiced at the then-applicable rate.

Article 7 - Delivery and Acceptance

1. Delivery is digital.
2. If the client does not raise objections in writing within 7 calendar days, the content is considered definitively accepted.
3. Acceptance implies approval of content, style, wording, and application.
4. Later objections do not entitle the client to free correction or refund.

Article 8 - Use of AI

1. 12Group may use AI tools to support Copywriting services.
2. The client acknowledges that AI-assisted content:
 - provides no guarantee of uniqueness or legal correctness;
 - depends on external technologies;
 - may be subject to interpretation.
3. The client fully and unconditionally accepts all risks associated with the use of AI.
4. 12Group is not liable for claims, damages, or adverse consequences resulting from AI use, except in cases of intent or conscious recklessness.

Article 9 - Intellectual Property

1. All copyrights remain with 12Group until full payment is received.
2. After payment, the client obtains a non-exclusive, non-transferable right of use for the agreed purpose.
3. Reuse, resale, sublicensing, or modification outside the scope is not permitted without written consent.
4. Source files, drafts, and work-in-progress insights are not included in the delivery unless agreed in writing.

Article 10 - Liability

1. Liability of 12Group is limited to direct damage.
2. 12Group is never liable for:
 - indirect or consequential damage;
 - loss of revenue or profit;
 - reputational damage;
 - missed opportunities or marketing results.
3. Liability is in all cases limited to the invoice amount of the relevant assignment.
4. Claims expire if not reported in writing within 12 months.

Article 11 - Indemnification

1. The client indemnifies 12Group against all claims from third parties arising from:
 - use or publication of the content;
 - provided input;
 - infringement of intellectual property rights;
 - compliance with laws and regulations (including advertising and privacy laws).
2. All costs, damages, and legal expenses are entirely the responsibility of the client.

Article 12 - Payment

1. 12Group may require advance payment.
2. Invoices must be paid within the specified period.
3. In case of non-payment, 12Group is entitled to:
 - suspend work;
 - halt delivery;
 - restrict access to content.
4. Suspension does not entitle the client to compensation.

Article 13 - Termination

1. 12Group may terminate the agreement immediately in case of breach, misuse, or unreasonable behavior.
2. Upon termination, all work performed remains fully payable.
3. Content already delivered remains the property of 12Group until full payment is received.

Article 14 - Confidentiality

1. Parties are obliged to keep confidential information secret.
2. This obligation remains in force after termination of the agreement.

Article 15 - Governing Law and Disputes

1. Only Dutch law applies to these supplementary terms and conditions.
2. Disputes are exclusively submitted to the competent court in the Netherlands.