

SUPPLEMENTARY TERMS & CONDITIONS
SEO SERVICES & ACTIVITIES - 12GROUP

12Group

Chamber of Commerce (KvK): 86515047

Hereinafter referred to as: "12Group"

These additional terms and conditions supplement the General Terms and Conditions of 12Group and apply to all SEO services and activities performed by 12Group. By placing an order, signing a quotation, or purchasing SEO services, the client expressly agrees to the applicability and content of these additional terms and conditions.

Article 1 - Definitions

1. **SEO services:** all activities aimed at search engine optimization, including but not limited to technical SEO, on-page SEO, content optimization, keyword research, link building, authority building, local SEO, audits, monitoring, reporting, advisory services, competitor analyses, and strategic guidance.
2. **Search engines:** including but not limited to Google, Bing, and other national and international search platforms.
3. **Scope / Project Plan:** the written description of activities, objectives, duration, maximum hours, frequency, and fees as recorded in the quotation, agreement, or invoice.
Scope also includes: the maximum number of hours, optimizations, analyses, reports, and contact moments.
4. **Best-efforts obligation:** the obligation of 12Group to perform its services to the best of its knowledge and ability, without guaranteeing any specific result.
5. **Additional work:** all activities outside the agreed scope, including extra optimizations, content, analyses, reports, tooling, or modifications.
6. Activities not explicitly and in writing included in the quotation or invoice do not form part of the agreement, regardless of expectations, prior activities, or industry practices.

Article 2 - Applicability

1. These additional terms and conditions apply to all SEO services provided by 12Group.
2. Deviations are only valid if agreed upon in writing and signed by 12Group.
3. The client's general or additional terms and conditions are expressly rejected.
4. In the event of conflict, these additional terms and conditions prevail over all other communications.
5. The client may never claim more activities, hours, optimizations, analyses, support,

or results than explicitly agreed upon in writing and invoiced.

6. Performing similar activities in the past does not create an obligation for repetition or continuation.

Article 3 - No Guarantee of Results

1. 12Group expressly provides no guarantees regarding:
 1. positions in search engines;
 2. increases in traffic, conversions, or revenue;
 3. visibility, rankings, or authority;
 4. continuity or retention of achieved results.
2. SEO results depend on external factors beyond the control of 12Group, including algorithm updates, competition, market conditions, technical changes by search engines, and platform policies.
3. Any reference to objectives, forecasts, or expected results is purely indicative and never a commitment.
4. Negative effects, declines, or the absence of results cannot be considered a shortcoming of 12Group.

Article 4 - Performance of Services

1. 12Group independently determines the method, order, prioritization, and means of execution.
2. 12Group is entitled to engage third parties, tools, software, data providers, and AI technology without prior consent.
3. Services are performed within the agreed scope and maximum allocation.
4. Unused hours within subscriptions or retainers do not entitle the client to refunds or carryover.
5. 12Group may refuse, suspend, or adjust services if risks arise concerning accounts, domains, reputation, or compliance with search engine guidelines or legislation.

Article 5 - Client Cooperation

1. The client is responsible for the timely and accurate provision of content, data, system access, and approvals.
2. Incorrect, incomplete, or misleading information is entirely at the client's risk.
3. If cooperation is not provided, 12Group may suspend or terminate services without liability.
4. Delays caused by the client do not release the client from payment obligations.
5. Changes made by the client or third parties engaged by the client without coordination fall entirely outside the responsibility of 12Group.

Article 6 - Content, Links, and External Sources

1. SEO content and link building partly depend on external platforms, websites, and networks.

2. 12Group is not liable for:
 1. removal, devaluation, or loss of links;
 2. changes in policies or algorithms of external platforms;
 3. penalties, filters, or ranking losses due to external factors.
3. If the client provides content, links, or instructions, the client fully indemnifies 12Group against all third-party claims.
4. The sustainability of backlinks or content can never be guaranteed.

Article 7 - Use of Tools, Data, and AI

1. 12Group uses external SEO tools, data sources, and possibly AI technology.
2. The client acknowledges that:
 1. data is indicative;
 2. measurement errors or deviations may occur;
 3. AI output is never fully predictable or reproducible.
3. The use of such technologies is entirely at the client's risk.
4. 12Group provides no guarantees regarding the accuracy, completeness, or timeliness of data or AI-generated insights.

Article 8 - Reporting and Interpretation

1. Reports are provided for informational purposes only.
2. No rights may be derived from reports.
3. Interpretation of data, trends, or performance is subjective and does not constitute grounds for liability, recalculation, or additional work.
4. The absence of specific metrics does not imply that they form part of the assignment.

Article 9 - Liability

1. The liability of 12Group is limited to direct damages.
2. 12Group is never liable for indirect damages, loss of revenue or profit, reputational damage, missed opportunities, or third-party claims.
3. 12Group is not liable for decisions made by search engines, competitive behavior, or market developments.
4. Any liability is limited to the invoice amount of the relevant SEO service or the amount paid out by the insurer.
5. Any claim lapses if not submitted in writing within twelve (12) months after arising.

Article 10 - Payment and Suspension

1. SEO services are invoiced in accordance with the agreement.
2. In the event of late payment, the client is automatically in default by operation of law.

3. 12Group is entitled to immediately suspend or terminate services in case of non-payment.
4. Suspension does not entitle the client to compensation, data transfer, or continuation of services.
5. 12Group may block reports, tooling, and access until full payment has been received.

Article 11 - Duration and Termination

1. SEO agreements are entered into for a fixed or indefinite period as agreed.
2. Interim termination does not release the client from payment obligations.
3. Upon termination, all rights to optimization, support, monitoring, and reporting lapse.
4. Intellectual property rights to methods, strategies, analyses, and working methods remain with 12Group.

Article 12 - Indemnification

1. The client fully indemnifies 12Group against:
 1. claims from search engines or third parties;
 2. fines, penalties, or ranking losses;
 3. claims relating to alleged violations of guidelines;
 4. IP claims related to content, links, or instructions provided by the client.
2. All legal and judicial costs are entirely at the client's expense.
3. This indemnification applies indefinitely.

Article 13 - Force Majeure

1. Force majeure includes, but is not limited to:
 1. algorithm updates;
 2. technical malfunctions;
 3. outages of tools or platforms;
 4. policy changes by search engines;
 5. government measures.
2. During force majeure, 12Group is entitled to suspend its obligations without liability or compensation.

Article 14 - Governing Law and Disputes

1. These additional terms and conditions are exclusively governed by Dutch law.
2. Disputes shall be exclusively submitted to the competent court in the Netherlands.
3. Marketing statements, verbal explanations, or expectations have no legal status and cannot create any rights.