

SUPPLEMENTARY TERMS & CONDITIONS
SOCIAL MEDIA MARKETING & RELATED SERVICES
12GROUP

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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 social media marketing services and related activities provided by 12Group. By issuing an assignment, signing a quotation, or purchasing social media services, the client expressly agrees to the applicability and content of these additional terms and conditions.

Article 1 - Definitions

1. **Social Media Services:** All activities aimed at marketing, management, strategy, and visibility via social media, including but not limited to content creation, content planning, account management, community management, advertising management, campaigns, analyses, reporting, strategy development, consulting, influencer collaborations, monitoring, and optimization.
2. **Social Media Platforms:** Including but not limited to Instagram, Facebook, LinkedIn, TikTok, X (Twitter), YouTube, Pinterest, and other national and international social networks.
3. **Scope - Project Plan:** The written description of services, objectives, duration, maximum deployment hours, frequency, advertising budgets, and rates as recorded in the quotation, agreement, or invoice. Scope also includes the maximum number of content items, campaigns, ad adjustments, analyses, reports, and contact moments.
4. **Best-Efforts Obligation:** The obligation of 12Group to perform to the best of its knowledge and ability, without guaranteeing any specific result.
5. **Additional Work:** All activities outside the agreed scope, including extra content, campaigns, advertisements, optimizations, analyses, reporting, tools, 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, previous work, or industry practice.

Article 2 - Applicability

1. These additional terms and conditions apply to all social media services provided by 12Group.
2. Deviations are only valid if agreed in writing and signed by 12Group.
3. General or additional terms and conditions of the client are expressly rejected.
4. In the event of conflict, these additional terms prevail over all other communications.
5. The client may never claim more services, content, campaigns, ad management, support, or results than explicitly agreed in writing and invoiced.
6. Performing similar activities in the past does not create an obligation of repetition or continuation.

Article 3 - No Guarantee of Results

1. 12Group expressly provides no guarantees regarding:
 - Growth in followers;
 - Reach, impressions, or engagement;
 - Leads, conversions, or revenue;
 - Advertising performance or cost per result;
 - Continuity or retention of achieved results.
2. Results depend on external factors beyond the control of 12Group, including algorithm changes, competition, advertising policies, market conditions, and platform restrictions.
3. References to objectives, benchmarks, or forecasts are indicative and never commitments.
4. Decline in performance, account restrictions, or lack of results do not constitute a shortcoming by 12Group.

Article 4 - Execution of Services

1. 12Group independently determines the method, order, prioritization, and means of execution.
2. 12Group is entitled to engage third parties, tools, software, advertising platforms, and AI technology without prior consent.
3. Services are performed within the agreed scope and maximum deployment.
4. Unused hours, content items, or advertising deployment do not entitle the client to refunds or rollovers.
5. 12Group is entitled to refuse, pause, or adjust activities if risks arise for accounts, reputation, compliance with platform guidelines, or legislation.

Article 5 - Client Cooperation

1. The client shall ensure timely and correct delivery of content, input, brand guidelines, materials, access credentials, and approvals.
2. Incorrect, incomplete, or misleading information is entirely at the client's risk.

3. In the absence of cooperation, 12Group is entitled to suspend or terminate services without liability.
4. Delays caused by the client do not release the client from payment obligations.
5. Changes to accounts or campaigns made by the client or third parties without coordination fall entirely outside the responsibility of 12Group.

Article 6 - Content, Advertising, and External Platforms

1. Social media content and advertisements depend on external platforms and their policies.
2. 12Group is not liable for:
 - Rejection, restriction, or removal of content or advertisements;
 - Account restrictions, blocks, or suspensions;
 - Changes in algorithms or advertising policies.
3. The client fully indemnifies 12Group against claims arising from supplied content, texts, images, or instructions.
4. Sustainability or visibility of content and advertisements can never be guaranteed.

Article 7 - Use of Tools, Data, and AI

1. 12Group uses external marketing tools, data sources, and potentially AI technology.
2. The client acknowledges that data is indicative and deviations may occur.
3. AI output is not fully predictable or reproducible.
4. 12Group provides no guarantees regarding the accuracy, completeness, or timeliness of data or AI results.

Article 8 - Reporting

1. Reports are for informational purposes only.
2. No rights can be derived from reports.
3. Interpretation of data does not constitute grounds for liability or additional work.
4. Statistics not mentioned do not form part of the assignment.

Article 9 - Liability

1. The liability of 12Group is limited to direct damages.
2. 12Group shall never be liable for indirect damages, loss of revenue, reputational damage, or missed opportunities.
3. Any liability is limited to the invoice amount of the relevant service or the amount paid out by the insurer.
4. Claims lapse if not reported in writing within twelve (12) months.

Article 10 - Payment and Suspension

1. Social media services are invoiced in accordance with the agreement.
2. In the event of late payment, the client is legally in default by operation of law.
3. 12Group is entitled to immediately suspend or terminate services.
4. Suspension does not entitle the client to compensation or data transfer.
5. Access to accounts, reports, and tools may be blocked until full payment is received.

Article 11 - Duration and Termination

1. Agreements are entered into for a fixed or indefinite period.
2. Early termination does not release the client from payment obligations.
3. Upon termination, all rights to content planning, management, and support lapse.
4. Intellectual property relating to methods, strategies, and working methods remains with 12Group.

Article 12 - Indemnification

1. The client fully indemnifies 12Group against claims from third parties and platforms.
2. All legal and judicial costs are entirely at the client's expense.
3. This indemnification applies without limitation in time.

Article 13 - Force Majeure

1. Force majeure includes platform outages, account restrictions, policy changes, technical failures, and government measures.
2. During force majeure, 12Group may suspend obligations without liability.

Article 14 - Applicable Law and Disputes

1. These 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, expectations, or oral explanations have no legal status.

Article 15 - Accounts and Ownership

1. Social media accounts remain at all times the property and responsibility of the client, unless otherwise agreed in writing.
2. 12Group obtains only usage access for the performance of services.
3. 12Group is never the legal owner or administrator of accounts, advertising accounts, or business managers.
4. Loss of access, blocks, or removal of accounts fall entirely outside the liability of 12Group.

Article 16 - Advertising Budgets

1. Advertising budgets are never included in the fees of 12Group unless explicitly agreed in writing.
2. Advertising costs are paid directly by the client to the platform.
3. 12Group is not liable for spending of advertising budgets, rejection, delay, suspension of advertisements, or disappointing performance.
4. Refunds or credits from platforms fall outside the control of 12Group.

Article 17 - Platform Policies and Legislation

1. Social media platforms apply their own terms, guidelines, and policies.
2. 12Group is not liable for consequences arising from changes in platform terms, policy enforcement, or legislation such as GDPR, DSA, or DMA.
3. The client remains at all times responsible for compliance with applicable laws and regulations.

Article 18 - Responses, Interactions, and Reputation

1. 12Group is not liable for responses, comments, messages, or reviews from third parties.
2. Community management is performed only within the agreed scope and timeframes.
3. Negative publicity, reputational damage, or actions of third parties fall outside the responsibility of 12Group.

Article 19 - Content Storage and Removal

1. 12Group is not obliged to archive or back up content.
2. Deleted or lost content cannot be redelivered without additional compensation.
3. Platforms may remove or restrict content without providing reasons.

Article 20 - Reference Use

1. 12Group is entitled to use the client's name, logo, and general description as a reference.
2. This right continues after termination, unless otherwise agreed in writing.

Article 21 - No Exclusivity

1. The agreement is never exclusive.
2. 12Group is entitled to perform services for competitors of the client.

Article 22 - Complaints and Limitation Period

1. Complaints must be submitted in writing within fourteen (14) days after discovery.
2. After this period, any right to rectification, compensation, or damages lapses.
3. Complaints do not suspend payment obligations.