

SUPPLEMENTARY TERMS & CONDITIONS
WEBSITE MANAGEMENT
12GROUP

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Chamber of Commerce (KvK): 86515047

Hereinafter referred to as: "12Group"

This document concerns the additional terms and conditions of 12Group with regard to website management.

By using the website management services of 12Group, the client agrees to these additional terms and conditions.

It is essential that clients fully read and understand these terms before entering into an agreement.

Important Points for Clients:

- **Payment:** Invoices must be paid within 14 days. Late payment may result in interest charges, collection costs, and suspension of services.
- **Cooperation:** The client must timely provide login credentials, approvals, content, and other necessary information.
- **Liability:** 12Group is only liable for direct damages; indirect damages, data loss, loss of revenue, or reputational damage are excluded.
- **IP & Content:** All rights remain with 12Group; the client receives only a purpose-bound right of use.
- **Suspension & Termination:** In the event of non-payment, misuse, lack of cooperation, or inappropriate behavior, 12Group may suspend or terminate its activities.
- **Support & Maintenance:** Support is included only with an active subscription.

Article 1 - Definitions

12Group: The company 12Group, Chamber of Commerce 86515047, including its directors, employees, and engaged third parties.

Client: Any natural or legal person who purchases website management services, including its authorized representatives, agents, or third-party principals.

Agreement: Any assignment for website management, including all amendments, extensions, additional work, or extra work within the meaning of Section 7:400 of the Dutch Civil Code.

Services: All website management services, including maintenance, updates, backups, security, monitoring, AI support, hosting management, content management, support, training, advisory services, and related activities.

In Writing: Any communication within the meaning of Section 3:37 of the Dutch Civil Code, including email, portal messages, chat, WhatsApp, metadata, digital signatures, and other electronic communication that may reasonably be regarded as originating from the client.

Article 2 - Applicability

1. These additional terms and conditions apply to all website management services, including new features, upgrades, and additional activities.
2. Deviations are only valid if expressly agreed in writing by 12Group.
3. The client's general terms and conditions are expressly and fully rejected.
4. In the event of conflict, these additional terms shall prevail over all other documents, terms, or communications, including email and oral agreements.
5. Use of the services implies full, direct, and irrevocable acceptance of these additional terms and conditions.

Article 3 - Offers and Formation of Agreement

1. All offers, prices, and quotations are non-binding and indicative only, unless expressly stated otherwise in writing.
2. An agreement is concluded exclusively after written confirmation by 12Group.
3. Oral commitments, expectations, or examples create no obligation for 12Group; the client cannot derive any rights from them.

Article 4 - Performance of the Agreement

1. 12Group provides a best-efforts obligation, not a results obligation.
2. 12Group independently determines the method of execution, planning, and means, including the engagement of third parties, without prior consent.
3. The client is fully responsible for the accuracy, completeness, and timeliness of all provided information, access credentials, content, files, and materials.
4. 12Group is not liable for errors, loss, delays, or damages resulting from incorrect or incomplete information provided by the client.

Article 5 - Execution and Scope of Activities

1. The client acknowledges that 12Group is only obligated to perform the activities explicitly stated in the written invoice, quotation, or agreement.
2. Activities not explicitly agreed upon or mentioned fall outside the obligations of 12Group.
3. The client cannot derive any rights from this nor claim additional work without written confirmation from 12Group.

Article 6 - Prices and Rates

1. All prices are exclusive of VAT and other levies, unless stated otherwise in writing.
2. 12Group reserves the right to modify rates, costs, and invoicing methods without prior consent from the client.

3. Price changes do not entitle the client to suspension, termination, or compensation, unless there is an unforeseeable and substantial deviation from the original pricing structure.

Article 7 - Invoicing and Payment

1. Invoicing is based on services actually rendered, hours worked, or reserved capacity.
2. Payment must be made without discount or set-off within 14 days.
3. In the event of late payment, the client is automatically in default; 12Group may charge interest and collection costs without prior notice of default.
4. 12Group may suspend or terminate activities in the event of non-payment, non-compliance with terms, insufficient cooperation, or delay caused by the client.
5. Suspension does not release the client from payment obligations.

Article 8 - Subscriptions and Support

1. Free or included support applies only with an active and paid subscription.
2. Without an active subscription, standard rates apply; support rights lapse immediately and automatically.
3. 12Group may unilaterally modify the level, duration, or content of support without objection from the client.
4. The client acknowledges that availability of support is not guaranteed and that delays or outages do not create liability for 12Group.

Article 9 - Liability

1. The liability of 12Group is expressly limited to direct damages and to a maximum of the invoice amount of the relevant service.
2. 12Group shall never be liable for indirect damages, consequential damages, loss of profit, reputational damage, or missed opportunities.
3. Contributory fault, negligence, or delay by the client reduces liability.
4. Claims must be reported in writing within 12 months; otherwise, any right to claim lapses.

Article 10 - Force Majeure

1. Force majeure fully releases 12Group from its obligations, including suspension or termination of services.
2. Force majeure includes, among others: illness, cyber incidents, ransomware, pandemics, disruptions, bankruptcy of third parties, government measures, power outages, extreme weather conditions, and third-party delays.
3. During force majeure, 12Group may at its discretion suspend performance or terminate the agreement without any liability or compensation.

Article 11 - Intellectual Property

1. All intellectual property rights, including code, designs, templates, content, and analyses, are fully vested in 12Group.
2. The client receives only a non-exclusive, non-transferable, purpose-bound right of use for the agreed purposes.
3. The client fully indemnifies 12Group against third-party claims arising from materials or content supplied by the client.
4. 12Group reserves the right to suspend access to materials, code, or files until payment or approval has been received.

Article 12 - Confidentiality

1. The parties are obligated to maintain confidentiality of all confidential information, including data regarding systems, strategy, security, customer data, and workflows.
2. Confidentiality remains fully in effect even after termination of the agreement.
3. The client may not disclose any information, content, or materials of 12Group without express written consent.