

General Terms and Conditions - 12GROUP

12Group

Chamber of Commerce number: 86515047

Hereinafter referred to as: "12Group"

This document contains the General Terms and Conditions of 12Group. By using the services of 12Group, the client agrees to these terms and conditions. It is important that clients read and fully understand these terms before entering into an agreement.

Important points for clients:

- **Read carefully:** These terms contain your rights and obligations.
- **Payment:** Always comply with the payment term stated on the invoice. Late payment may result in interest and collection costs.
- **Subscriptions & support:** Free or included support applies only with an active subscription. Upon termination, these rights expire immediately.
- **Liability:** 12Group is only liable for direct damages and never for indirect damages, data loss, or loss of profit.
- **Intellectual property:** All rights remain with 12Group. The client receives only a limited, purpose-specific right of use.
- **Recordings & communication:** Conversations, workshops, or activities may be recorded and used as evidence. Participation implies consent; withdrawal of consent is only possible in writing and applies solely to future recordings.
- **Client cooperation:** The client must provide information, login credentials, and approvals in a timely manner. Insufficient cooperation may result in suspension or termination of services.
- **Reputation & conduct:** Misleading statements, threats, or extortion are prohibited. Any resulting damage shall be fully borne by the client.
- **Amendments:** 12Group may amend these terms. Amendments apply to new agreements and to ongoing agreements after written notification.
- **Applicable law:** Dutch law applies. Disputes shall be exclusively submitted to the competent Dutch court unless otherwise agreed.

Important: The complete General Terms and Conditions begin on the following pages. You must read and understand them fully before agreeing. The total length comprises 14 pages.

Article 1 - Definitions

1. 12Group: the company 12Group, registered with the Chamber of Commerce under number 86515047.
2. Client: any natural person or legal entity acting in the exercise of a profession or business.
3. Agreement: any agreement for services within the meaning of Article 7:400 of the Dutch Civil Code.
4. Services: all services offered by 12Group, including but not limited to consultancy, SEO, marketing, ICT, workforce support, subscriptions and master classes.
5. In writing: any communication in accordance with Article 3:37 of the Dutch Civil Code, including email and digital signature. Written communication also includes communication via other digital and electronic communication methods, including WhatsApp, SMS, chat applications, project management tools, client portals and social media platforms, insofar as such communication can reasonably be deemed to originate from or on behalf of the client. All digital communication, including metadata and timestamps, shall constitute binding evidence.

Article 2 - Applicability

1. These General Terms and Conditions apply to all offers, price lists, quotations, agreements and services of 12Group.
2. Deviations are only valid if expressly agreed in writing.
3. The applicability of the client's General Terms and Conditions is expressly rejected (Article 6:225 paragraph 3 of the Dutch Civil Code).
4. If additional conditions (Supplementary Terms and Conditions) apply, they form an integral part of the agreement.
5. In case of conflict, the general and additional conditions (Supplementary Terms and Conditions) of 12Group shall prevail (Article 6:248 of the Dutch Civil Code).
6. Acceptance of services or agreements implies full and immediate agreement with all terms and conditions, including general and additional conditions (Supplementary Terms and Conditions). After conclusion of the agreement, revocation or withdrawal by the client is not possible, except insofar as mandatory law provides otherwise. Any withdrawal after approval gives 12Group the full right to compensation for work already performed, reserved capacity and lost income.

Article 3 - Offer and Conclusion

1. All offers, prices, quotations and price lists are non-binding (Article 6:217 of the Dutch Civil Code).
2. Price lists, websites and other communications do not constitute a legal offer.
3. An agreement is only concluded after written confirmation by 12Group.
4. Reliance on oral commitments or expectations is entirely at the client's own risk (Articles 3:33 and 3:35 of the Dutch Civil Code).

Article 4 - Performance of the Agreement

1. The agreement constitutes an obligation of effort and not an obligation of result (Article 7:401 of the Dutch Civil Code).
2. 12Group independently determines the manner in which the services are performed.

3. 12Group is entitled to engage third parties without prior consent (Article 6:76 of the Dutch Civil Code).
4. The client guarantees the accuracy, completeness and timeliness of the information provided.
5. Materials supplied by the client: the client guarantees that these do not infringe third-party rights and accepts full liability for their use in the services. 12Group is never liable for infringement or claims arising from materials supplied by the client.

Article 5 - Prices and Rates

1. All prices exclude VAT, unless expressly stated otherwise.
2. Rates are indicative and may be changed by 12Group at any time.
3. Price changes do not entitle the client to termination, suspension or compensation, unless the price change leads to an unforeseeable and substantial deviation from the agreed price structure, in which case the client is only entitled to terminate the agreement at the end of the current contract term, without right to refund or compensation.
4. In the absence of a fixed price, the customary fee applies in accordance with Article 7:405 of the Dutch Civil Code.

Article 6 - Invoicing and Payment

1. Invoicing takes place on the basis of services and hours actually used.
2. Payment must be made within 14 days after the invoice date.
3. In the event of late payment, the client is legally in default by operation of law (Article 6:83 of the Dutch Civil Code).
4. Statutory commercial interest and collection costs pursuant to Article 6:96 of the Dutch Civil Code are due.
5. 12Group is entitled to suspend its obligations (Article 6:52 of the Dutch Civil Code) and may automatically suspend in the event of:
 - a. payment arrears;
 - b. breach of conditions;
 - c. insufficient cooperation or delay by the client hindering performance of the agreement.
Suspension does not release the client from payment obligations and resumption of work takes place solely at the initiative of 12Group.
 - d. 12Group is at all times entitled to suspend work if there is doubt about timely payment, cooperation or compliance with any provision by the client, without liability.
6. Payment obligations do not lapse due to delay, suspension or termination of work.
7. If the notice period of a subscription, service or agreement has expired and timely cancellation for the subsequent renewal term is no longer possible, 12Group is entitled to send the invoice for that upcoming term already one month before the start of the new renewal term. This applies regardless of the chosen invoicing frequency (such as monthly, quarterly or other advance payments).
8. In the case of advance payment for multiple months, including but not limited to an IT package invoiced three (3) months in advance with a notice period of one (1) month, 12Group is entitled at the beginning of the third month to send the invoice for the subsequent renewal period, since cancellation for that new term is no longer possible at that time.

9. For invoices as referred to in this article, a payment term of fourteen (14) days applies, unless otherwise agreed in writing.
10. If payment is not made after the payment term has expired, the client will receive one (1) free payment reminder without increases, with an additional payment term of five (5) days, unless expressly stated otherwise or agreed in writing.

Article 7 - Subscriptions and Support

1. Free or included support only applies with an active subscription with 12Group.
2. Without an active subscription, regular rates apply.
3. No rights can be derived from free support.
4. Subscriptions may contain additional conditions (Supplementary Terms and Conditions) that take precedence.
5. Upon termination of the subscription, all free support rights immediately lapse.
6. 12Group may unilaterally change the level, duration or content of support without the client being able to object.
7. Making appointments via the 12Group system also applies to subscription forms. It is possible that appointments may not be available for several months; this does not release the client from payment obligations. Complaints can be submitted via customer service; if dissatisfied, the subscription can be terminated at the end of the contract. No guarantee of available hours in a month.

Article 8 - Liability

1. The liability of 12Group is limited to direct damage (Article 6:95 of the Dutch Civil Code).
2. 12Group is never liable for indirect damage, consequential damage, loss of profit, reputational damage or missed opportunities.
3. Liability is limited to the lower of:
the invoice amount of the relevant service, or
the amount paid out by an insurer.
4. Contributory fault of the client reduces liability (Article 6:101 of the Dutch Civil Code).
5. Any claim lapses if it has not been reported in writing within 12 months.
6. Exclusion of liability also applies to errors of engaged third parties, except in cases of intent or gross negligence.
7. For ICT, consultancy, hosting and digital services it explicitly applies that 12Group is not liable for loss of data, SEO results, website availability, changes in algorithms or external platforms, except in cases of intent or gross negligence.

Article 9 - Force Majeure

1. Force majeure within the meaning of Article 6:75 of the Dutch Civil Code releases 12Group from any obligation.
2. Force majeure includes, among others: illness, malfunctions, cyber incidents, ransomware, pandemics, government measures, power outages, shortcomings of third parties, bankruptcy of third parties, delays by suppliers and extreme weather conditions.

3. During force majeure, 12Group is entitled to suspend performance or terminate the agreement in whole or in part without any liability.

Article 10 - Intellectual Property

1. All intellectual property rights are vested in 12Group.
2. The client only acquires a non-exclusive, non-transferable, non-sublicensable and purpose-bound right of use for the agreed purposes.
3. Materials supplied by the client: 12Group is never liable for infringement or claims arising from materials supplied by the client.
4. All creative expressions, designs, code, templates or other materials developed by 12Group remain the full property of 12Group, regardless of payment or transfer of copies.

Article 11 - Confidentiality

1. The parties are obliged to maintain confidentiality of confidential information.
2. This obligation remains in force after termination.

Article 12 - Termination

1. 12Group may immediately dissolve the agreement in the event of breach (Article 6:265 of the Dutch Civil Code).
2. Termination does not release the client from existing payment obligations.
3. Upon termination, certain login details (social media, hosting, etc.) may no longer be provided. The client cannot derive any rights, refund or compensation from this.
4. Transfer of files or domain names takes place after full payment, proof of ownership and compliance with registration/renewal costs.
5. 12Group may charge time, planning and costs for transfer; in the absence of explicit deadlines, an unlimited term applies.

Article 13 - Limitation Period

All legal claims lapse after 12 months, unless mandatory law provides otherwise (Article 3:307 of the Dutch Civil Code). For claims relating to payment of invoices, subscriptions or other financial obligations, the limitation period may be applied to the maximum extent in accordance with Article 3:307 of the Dutch Civil Code and related legislation.

Article 14 - Amendments

12Group is entitled to amend these General Terms and Conditions. Amendments apply exclusively to new agreements and to ongoing agreements from the moment they have been communicated in writing to the client.

If an amendment leads to a substantial adverse change in the legal position of the client, the client is entitled to terminate the agreement in writing as of the date on which the amended conditions enter into force.

Article 15 - Applicable Law and Jurisdiction

1. All legal relationships are exclusively governed by Dutch law.
2. Disputes are exclusively submitted to the competent court in the Netherlands, unless the parties choose mediation or binding arbitration in writing.

Article 16 - Severability

If a provision proves to be null and void or voidable, the remaining provisions remain fully in force.

Article 17 - Position of Evidence and Administration

1. The administration of 12Group serves as full and conclusive evidence of the work performed by it, invoiced amounts and agreed arrangements, subject to counter-evidence to be provided by the client.
2. Digital log files, emails, WhatsApp messages, time registrations, recordings and invoices of 12Group are presumed to be correct and complete.
3. The burden of proof that this data is incorrect rests with the client.
4. Consent for recording can only be withdrawn in writing and with reasons for future recordings, without retroactive effect.

Article 18 - Duty to Complain and Lapse of Rights

1. Complaints must be reported in writing within a reasonable period after discovery, but no later than 14 days after the client could reasonably have discovered the defect. Failure to submit complaints in a timely manner does not affect payment obligations.
2. Upon exceeding this period, all rights and claims lapse.
3. Complaints do not suspend payment obligations.

Article 19 - Waiver of Dissolution and Suspension

1. The client waives the right to suspension, set-off and dissolution, insofar as legally permitted, with the exception of an attributable and substantial breach by 12Group that makes continuation of the agreement unacceptable according to standards of reasonableness and fairness.
2. 12Group may unilaterally suspend in case of non-compliance, non-payment or breach of conditions.
3. Suspension is only permitted after written consent of 12Group if not previously mentioned.
4. Suspension by 12Group does not lead to limitation or reduction of payment obligations.

Article 20 - No Reliance on Expectations

1. The client derives no rights from expectations, examples or previous performances.
2. Indications and scenarios are never binding.

Article 21 - Client's Own Responsibility

1. Decisions based on the services of 12Group remain entirely at the client's own risk and expense.
2. Advice is not binding.

Article 22 - Limitation of Personal Liability

1. Liability of directors, employees and engaged third parties is excluded.
2. Claims can only be brought against 12Group.

Article 23 - Publication and Reputation Protection

1. The client refrains from making demonstrably incorrect, misleading or unlawful statements about 12Group. Factual, proportional and good faith opinions or experiences are not included in this.

2. Violation leads to liability for damages.

Article 24 - Concurrence of Documents

Order of precedence in case of conflict:

1. Written agreement
2. additional conditions (Supplementary Terms and Conditions)
3. General Terms and Conditions
4. Price list
5. Other communication

Lower-ranking documents do not create rights.

Article 25 - No Third-Party Effect

This agreement is exclusively for the benefit of 12Group and the client. Third parties cannot derive any rights from it.

Article 26 - Use of Recordings as Evidence

1. The client acknowledges and agrees that video recordings, audio recordings, telephone conversations, screen recordings, chat logs and other digital or physical registrations made during intake interviews, workshops, consultations, training sessions, performance of work or other contact moments with 12Group may be recorded and stored by 12Group.
2. These recordings serve as evidence of agreements, communication, performance of work and compliance with the agreement.
3. Recordings may also be used as evidence in legal proceedings, arbitration, dispute resolution or other competent authorities, in accordance with applicable privacy legislation (AVG/GDPR), provided they relate to business actions of the client.
4. By participating in intake interviews or other business activities with 12Group, the client expressly agrees to the making, storing and use of such recordings for the purposes mentioned in this article. This consent can only be withdrawn in writing and with reasons for future recordings and has no retroactive effect.
5. Recordings may be edited or summarized for internal use, reporting or presentation to third parties.
6. The client declares that refusing or not allowing recordings may lead to suspension, limitation or refusal of services by 12Group.
7. Recordings may be made from the first intake interview and apply for the entire duration of the business relationship.

Article 27 - Delay by the Client

Sometimes the client does not (timely) cooperate in tasks that are necessary to achieve maximum results, such as providing login details, codes, passwords, access to Google Business Profile, social media accounts, administrative tasks such as adding or changing trade names at the Chamber of Commerce, trademark registration, approval for domain names, relocation of websites, appointments for photo or video recordings or other approvals.

1. 12Group may suspend work until all required actions have been performed by the

- client. 12Group is not liable for delays, missed deadlines, costs or loss of results caused by insufficient cooperation of the client. Resumption of work takes place solely at the initiative of 12Group and within a period to be determined by 12Group.
2. Delay by the client does not release the client from payment obligations.
 3. In the absence of a solution, 12Group is entitled to terminate the agreement and claim the remaining amount.
 4. Cancellations must be communicated in a timely manner and confirmed by 12Group. Without proof of confirmation, cancellation is not recognized.
 5. Delays by the client, consciously or unconsciously, do not release the client from payment obligations, even in the event of prolonged delay or termination of activities.

Article 28 - Conduct and Safety

1. 12Group does not tolerate threats, stalking, gossiping, deceiving, gaslighting or other misconduct by the client.
2. Upon observation of inappropriate behavior, 12Group may immediately terminate the cooperation without loss of payments or entitlement to compensation.
3. 12Group may relocate appointments to its own locations or determine alternative workplaces.
4. Payment obligations remain fully in force until correct termination has been confirmed by 12Group.

Article 29 - Appointments

1. All appointments are made via the 12Group appointment page.
2. Urgent appointments or telephone requests without written contract or approval are not honored.
3. This also applies to subscriptions. Limited availability or external factors do not release the client from payment obligations.
4. Complaints regarding appointments are handled via customer service; if dissatisfied, the subscription may be terminated at the end of the contract.

Article 30 - Inappropriate Behavior of the Client

1. The client must at all times act honestly, transparently and professionally.
2. Inappropriate behavior means behavior that objectively demonstrably leads to serious disruption of the performance of the agreement, including threats, intimidation, deception or structural non-payment. If 12Group determines that such behavior occurs, it may suspend performance or terminate the agreement, while retaining existing payment obligations.
3. If 12Group determines that this behavior causes frustration, negative effects on workflow, results, payments or psychological well-being of employees, 12Group is entitled to immediately terminate the agreement (Article 6:265 of the Dutch Civil Code).
4. Termination does not release the client from payment obligations.
5. 12Group retains all other rights, including compensation and performance of the agreement.

Article 31 - Termination and Transfer of Digital Data

1. Upon termination, certain login details, hosting data or domain names may not be provided immediately.
2. Transfer of files or transfer codes takes place after full payment, proof of ownership and compliance with registration and renewal costs.
3. 12Group is not bound to strict deadlines and may charge costs for time and manpower.
4. Without explicit agreements, no deadlines apply; time for execution is unlimited.
5. If no explicit terms have been agreed, transfer will take place within a reasonable period to be determined by 12Group, taking into account planning, complexity, availability and payment status. Exceeding this period does not entitle the client to compensation, unless there is attributable negligence by 12Group.

Article 32 - Termination and Access to Data

1. Upon termination of the agreement, it may occur that login details (social media, hosting, files, domain names, etc.) can no longer be provided. No rights, refund or compensation can be derived from this.
2. Access to hosting data, domain names, transfer codes or files only takes place after full payment of all outstanding amounts and proof of ownership by the client.
3. 12Group processes transfer requests according to available planning; the client cannot enforce unreasonable deadlines.
4. For transfer, 12Group may charge costs; execution only follows after payment.
5. If no explicit deadlines have been set, there are no obligations for timely execution; the execution period is determined by 12Group.

Article 33 - Written Nature of Assignments, Task Description and Responsibilities

1. The client cannot rely on the fact that an assignment, instruction or task was provided to 12Group if this assignment, instruction or task has not been clearly, unambiguously and in writing communicated to 12Group.
2. Oral assignments, oral explanations, informal conversations or unclear instructions do not constitute binding assignments. 12Group is entitled not to perform assignments or tasks if they have been provided solely orally, are insufficiently concretely described, are contradictory, or if their performance in the opinion of 12Group entails an increased risk of legal, financial or reputational damage for 12Group.
3. If a task or assignment is not performed, not performed in time or cannot be performed due to ambiguity, missing information or increased risk, the client cannot hold 12Group liable for this.
4. The client is responsible for reminding 12Group in writing and in a timely manner of specific tasks that have not yet been performed, so that 12Group can assess them within a reasonable period and — if acceptable — take them up. The absence of such a reminder is entirely at the client's own risk.
5. The tasks requested by the client must be expressly, fully and concretely described by the client. The client bears all responsibilities and risks arising from performing this task or tasks, including any consequences for third parties, systems, data, reputation or continuity of the enterprise.

6. 12Group is not responsible for guaranteeing, advising on or covering ICT issues, cybersecurity, data security, hosting security, website security or related technical or security risks. The client is responsible for engaging specialized third parties and taking all necessary measures to limit these risks as much as possible.
7. 12Group can only be deployed within the maximum agreed number of hours per task, assignment or subscription. Expectations regarding deployment, availability, scope and result must be reasonable and aligned with the agreed hours and conditions. Exceeding expectations without additional written agreements is entirely at the client's risk and expense.

Article 34 - Working Method, Autonomy and Client Cooperation Obligation

1. 12Group applies its own professional working method. The Client is not entitled to impose their own working methods, processes, methodologies or instructions on 12Group.
2. It is solely at the discretion of 12Group to determine which plan of approach, strategy, methodology, sequence of activities and intermediate steps are necessary to perform the agreed services and achieve the intended end result. In doing so, 12Group shall take into account various factors, including but not limited to technical, strategic, commercial, legal and operational aspects, including those applicable to SEO activities.
3. The Client acknowledges that 12Group, as an expert and professional, possesses specialized knowledge and experience and may therefore have superior insight into what is required to perform services correctly, safely and effectively. The Client shall conform to and fully comply with the working method chosen by 12Group.
4. The Client is obliged to fully, timely and without obstruction cooperate with all reasonable requests of 12Group necessary for the performance of the services. This includes, but is not limited to: providing information, granting login credentials, performing administrative actions (such as adding or changing trade names), granting approvals, and scheduling appointments with 12Group for ancillary activities.
5. If 12Group requests that a meeting be scheduled with the Client to discuss services, progress, strategy or related matters, the Client shall ensure such meeting is arranged within a reasonable timeframe. Imposing unreasonable deadlines, structurally postponing, or failing to make themselves available shall be regarded as intentional obstruction.
6. Intentional or structural failure to cooperate, failure to follow reasonable instructions, or frustration of 12Group's working method may result in suspension or termination of the agreement, without prejudice to the Client's payment obligations.

Article 35 - Reputational Damage, False Statements, Threats and Extortion

1. The Client shall at all times refrain from acts that may damage the reputation, good name, business operations or financial position of 12Group.
2. Prohibited acts include, but are not limited to:
 - a. Posting or distributing false, misleading or inaccurate reviews, ratings, publications or statements about 12Group or its employees, regardless of platform;
 - b. Threatening negative reviews, publications, reports or proceedings to force payment, discounts, refunds, additional work or other advantages;
 - c. Threats, intimidation, extortion, blackmail or other forms of unlawful pressure, whether direct or indirect;

- d. Disseminating confidential information, internal communications, recordings or contextless excerpts for the purpose of causing reputational harm;
 - e. Contacting relations, clients, suppliers or employees of 12Group with harmful or negative statements.
3. If 12Group determines or reasonably suspects such conduct, it is entitled without prior notice of default to:
 - a. Immediately terminate the agreement;
 - b. Immediately suspend all services;
 - c. Claim full payment of all outstanding and future amounts;
 - d. Initiate all necessary legal, civil and criminal proceedings.
 4. This explicitly includes filing criminal complaints for defamation, threats, extortion or blackmail, and initiating civil proceedings for damages.
 5. All damages suffered by 12Group, including direct and indirect damages, loss of revenue, reputational damage, legal costs, internal costs and loss of profit, shall be fully borne by the Client.
 6. The existence of a dispute never justifies reputational harm or pressure tactics. Disputes must be resolved exclusively through appropriate legal channels.
 7. This article applies without prejudice to all other rights of 12Group under the agreement, these General Terms and Conditions, and the law.

Article 36 - Judicial Moderation and Severability

1. If any provision is annulled, declared void, moderated or set aside by a competent court, the remaining provisions shall remain fully in force.
2. The affected provision shall be deemed automatically replaced by a legally valid provision that most closely reflects the original intent, scope and economic effect, to the maximum extent permitted by law.
3. The parties agree in advance to such adjustment without requiring additional consent.
4. Judicial moderation or adjustment shall not entitle the Client to termination, suspension, damages or compensation.
5. If necessary, parties shall consult to replace an invalid provision with a valid one closely reflecting the original intent.

Article 37 - Advance Payment and Security Deposit

1. 12Group reserves the right to invoice new assignments or extensions prior to performance.
2. The Client may be required to provide a deposit or guarantee for future installments in subscription services or substantial projects.
3. If advance payment is not made, 12Group may suspend services until payment is received.

Article 38 - No Guarantee of Results

1. 12Group provides services on a best-efforts basis.
2. No guarantees are given regarding specific results such as revenue growth, ranking, conversion, visibility or KPIs.

3. The Client acknowledges that external factors (e.g., algorithm changes, platform changes or market developments) influence outcomes.

Article 39 - Contractual Penalties for Client Default

1. If the Client fails to provide assignments, information or cooperation timely and fully, 12Group may charge a penalty or compensation.
2. This may include delay costs, legal expenses and lost income.

Article 40 - Unilateral Modification of Services

1. 12Group may unilaterally modify services, functionalities, support levels or subscriptions, with reasonable prior notice.
2. In case of material adverse changes, the Client may terminate in writing, without affecting amounts already due.

Article 41 - Non-Transferability

1. The Client may not transfer, sublicense or make available to third parties any rights, materials or content obtained via 12Group without prior written consent.

Article 42 - Digital Evidence

1. Log files, blockchain verifications, emails, metadata and other digital evidence are presumed accurate.
2. Counter-evidence must be provided in writing and substantiated by the Client.

Article 43 - Insurance, Risk Limitation and Client Responsibility

1. 12Group may require the Client to obtain appropriate insurance where activities involve risks to third parties, data, systems or processes.
2. If the Client refuses, 12Group may suspend or decline services without liability.
3. The Client remains responsible for all timely actions, information, approvals and cooperation necessary.
4. If services proceed despite missing actions: all resulting damages are borne by the Client.
5. Ignoring risk warnings transfers full responsibility to the Client.

Article 44 - Client Responsibility and Indemnification

1. 12Group has only a best-efforts obligation; results depend on Client cooperation.
2. Failure to act or follow advice makes all resulting damage fully borne by the Client.
3. Performance despite missing cooperation does not create liability for 12Group.
4. The Client indemnifies 12Group against third-party claims arising from Client failures.
5. Acceptance of risk by 12Group does not relieve the Client of responsibility.

Article 45 - Scope Changes and Additional Work

1. Scope is defined in writing.
2. Additional work may be refused or require written approval and separate invoicing.
3. Delays or risks from scope changes are borne by the Client.
4. Planning may be affected without liability for 12Group.
5. 12Group may suspend until additional work terms are agreed.
6. 12Group may require full payment of original or new invoices before execution.
7. Work performed despite missing cooperation or risks transfers all liability to the Client.

Article 46 - Use of AI, Software and Automated Tools

1. If AI or automated tools are used, outcomes depend on such technologies and external factors.
2. No guarantees are given regarding accuracy or completeness.
3. Decisions based on AI are at the Client's own risk.
4. 12Group is not liable for damages arising from errors, inaccuracies, hacks, data breaches or external supplier failures.
5. By accepting services, the Client expressly agrees to AI use and indemnifies 12Group against related claims.

Article 47 - Indemnification Against Third-Party Claims

1. The Client indemnifies 12Group against third-party claims arising from provided materials, instructions, omissions or legal violations.
2. The Client bears all legal and financial responsibility and shall reimburse defense costs and damages.

Article 48 - Automatic Renewal of Subscriptions

1. Subscriptions renew automatically unless agreed otherwise in writing.
2. 12Group informs the Client at least one month prior to renewal.
3. Termination must be submitted in writing and confirmed before the notice deadline.
4. Absent timely termination, renewal invoicing proceeds automatically.

Article 49 - Intellectual Property in Collaboration with Third Parties

1. 12Group is responsible for obtaining appropriate rights and licenses from third parties.
2. The Client receives only a purpose-bound usage right as agreed.
3. 12Group is not liable for third-party IP infringements except in cases of intent or gross negligence.
4. 12Group may refuse cooperation with specific third parties.
5. No additional rights arise from performance using third-party materials.

Article 50 - Changes of Information and Organizational Changes

1. The Client must promptly inform 12Group in writing of all relevant changes (contact details, trade name, VAT number, bank details, etc.).
2. The Client must also inform 12Group of major organizational changes (bankruptcy, suspension of payments, merger, acquisition, liquidation, etc.).
3. All obligations remain fully in force despite such changes.
4. Failure to notify permits suspension and recovery of resulting damages.
5. Changes only apply after written confirmation by 12Group.
6. In case of insolvency or improper management, 12Group may hold the Client personally liable where legally permissible.
7. Organizational changes do not relieve the Client from obligations; personal liability may apply in cases of negligence, intent or improper management.