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DISCLAIMER

12Group

Chamber of Commerce (KvK): 86515047

Website: 12group.nl

Hereinafter referred to as: **“12Group”**

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By using the website, services, content, or communications of 12Group, you expressly agree to this disclaimer and its terms.

1 - General

The information on the website and in all communications of 12Group is provided solely for general informational purposes. 12Group strives for accuracy and timeliness but makes no warranties, express or implied, regarding the correctness, completeness, reliability, or suitability of the information.

12Group is not liable for any damage or loss resulting from the use of the information, services, or content, or resulting from inaccuracies or incompleteness.

2 - No legal, financial, or professional advice

The information provided by 12Group does not constitute legal, financial, tax, medical, or other professional advice. If you require specific advice, you should consult an appropriate professional or advisor.

3 - Use of services and results

The use of services, tools, content, strategies, advice, deliverables, recommendations, or results provided by 12Group is entirely at the client's own risk. 12Group provides no guarantees regarding results, success, return on investment, conversion, reach, visibility, rankings, growth, leads, or revenue.

4 - External links and references

The website and communications of 12Group may contain links to external websites. 12Group has no control over these websites and is not responsible for their content, privacy practices, security, or availability. Use of external links is at your own risk.

5 - Cookies, tracking, and analytics

12Group uses cookies and tracking technologies as described in its cookie policy. 12Group is not liable for technical failures, data loss, or privacy issues arising from cookies or third-party tracking technologies.

6 - Intellectual property

All intellectual property rights relating to content, materials, texts, logos, designs, images, videos, strategies, templates, code, tools, methods, and other deliverables of 12Group remain the property of 12Group, unless expressly agreed otherwise in writing. It is not permitted to copy, distribute, use, or disclose materials without prior written consent from 12Group.

7 - Liability

12Group is not liable for direct or indirect damages, including but not limited to:

- loss of revenue or profit
- loss of data or information
- reputational damage
- consequential damages
- damage caused by downtime or technical failures
- damage caused by external factors such as algorithm updates, platform changes, or legislation
- damage resulting from (mis)use of content, tools, templates, or strategies by third parties
- damage resulting from actions or omissions of clients or third parties

If 12Group is nevertheless held liable, liability shall be limited to the amount paid out by the insurer or, if not applicable, the invoice amount relating to the assignment, with a maximum of the last three months of the agreement.

8 - Force majeure

12Group is not liable for delays, errors, or damage caused by force majeure. Force majeure includes, but is not limited to: disruptions, internet or network outages, cyberattacks, pandemics, government measures, emergencies, fire, power outages, and events beyond the control of 12Group.

9 - Availability of services and website

12Group aims for maximum availability of the website and services but does not guarantee uninterrupted availability. 12Group is not liable for temporary outages, maintenance, disruptions, or limitations of the website or services.

10 - Security and use

Use of the website and services of 12Group must comply with the law, public order, and reasonable standards. 12Group is not responsible for unlawful or improper use by users or third parties.

11 - Limitation of warranties

12Group provides no warranties regarding:

- the continuity, availability, or error-free operation of services
- the accuracy, completeness, or timeliness of information
- the effectiveness or suitability of tools, templates, strategies, or advice
- the security of client or user data or systems

12 - Indemnification

The client indemnifies 12Group against all claims, damages, costs, and legal proceedings arising from:

- the use of services, content, or advice
- incorrect or misleading information provided by the client
- infringement of third-party rights
- violation of laws or regulations by the client
- misuse or unlawful use of 12Group materials

13 - Data, privacy, and processing

12Group processes personal data in accordance with its privacy policy. 12Group is not liable for:

- improper use of personal data by the client
- incorrect or incomplete data provided by the client
- technical incidents beyond the control of 12Group
- changes in laws or regulations

14 - Communication and evidence

All communication with 12Group, including email, chat, WhatsApp, project management tools, and digital logs, may be used as evidence. 12Group may retain and use such communication for legal purposes.

15 - Changes to this disclaimer

12Group reserves the right to amend this disclaimer at any time. Changes will be published on the website and will take effect from the publication date.

16 - Governing law and disputes

This disclaimer is exclusively governed by Dutch law.

Disputes shall be submitted to the competent court in the Netherlands, unless mandatory law provides otherwise.

17 - Contact

For questions regarding this disclaimer, you may contact:

12Group

Email: info@12group.nl