

ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms, always capitalised, are used with the following meanings.

1. Offbeat Marketing: the user of these general terms and conditions, part of the private limited liability company Offbeat Projects B.V., with its registered office at De Oude Molen 5, 5825 KA Overloon (the Netherlands), registered in the Dutch Commercial Register under Chamber of Commerce (KvK) number 42000329.
2. Client: any natural or legal person, in any event acting for purposes falling within the scope of their professional or business activities, with whom Offbeat Marketing has concluded or intends to conclude an Agreement.
3. Parties: Offbeat Marketing and the Client jointly.
4. Agreement: any agreement between the Parties under which Offbeat Marketing has undertaken towards the Client to provide Services.
5. Continuing Performance Agreement: an Agreement that does not end upon completion of the agreed Services, but under which the Parties have committed to one another to continuous, recurring or successive performance. A Continuing Performance Agreement ends by notice of termination.
6. Services: the services to be provided by Offbeat Marketing under the Agreement, which may include, but are not limited to, search engine optimisation (SEO), optimisation for findability within AI platforms, search engine advertising (SEA), social media advertising, content creation, advice regarding marketing strategy, as well as, insofar as supportive of the agreed marketing services, limited work on websites, such as technical adjustments, content changes and other optimisations.
7. Proposal: a proposal addressed to the Client by Offbeat Marketing intended to bring about an Agreement through its acceptance by the Client.
8. In Writing/Written: both communication on paper and communication by email.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every Proposal, every Agreement and all legal relationships between the Parties arising therefrom.
2. The applicability of any general terms and conditions of the Client, by whatever name, is expressly rejected.
3. Deviations from the provisions of these general terms and conditions are only possible expressly and in Writing, such as by means of a Proposal. If and insofar as the provisions of these general terms and conditions deviate from what the Parties have expressly agreed in Writing, what the Parties have expressly agreed in Writing shall prevail.
4. The annulment or nullity of one or more provisions of these general terms and conditions or of the Agreement as such shall not affect the validity of the remaining provisions. In such a case, the Parties are obliged to consult with each other in order to agree on a replacement arrangement for the affected provision. In doing so, the purpose and intent of the original provision shall be observed as far as possible.

ARTICLE 3. | PROPOSALS AND FORMATION OF THE AGREEMENT

1. Every Proposal is without obligation, even where it is stated that the Proposal is valid for a specified period. Offbeat Marketing may still revoke a Proposal until immediately, or in any event as soon as possible, after its acceptance by the Client.
2. The Client cannot derive any rights from a Proposal containing an obvious error or mistake.
3. Without prejudice to the provisions of paragraph 1, every Agreement is concluded at the moment the Client has accepted the Proposal in the manner, if any, designated for that purpose by Offbeat Marketing. If the Client's acceptance deviates from the Proposal, the Agreement is not concluded in accordance with this deviating acceptance, unless Offbeat Marketing indicates otherwise.

4. If the Client concludes the Agreement in the name of another natural or legal person, they declare, by entering into the Agreement, to be authorised to do so. The Client is jointly and severally liable, alongside this (legal) person, for the fulfilment of the obligations under that Agreement.

ARTICLE 4. | PERFORMANCE OF THE AGREEMENT AND OBLIGATIONS OF THE CLIENT

1. Without prejudice to anything the Parties may have expressly agreed in Writing in this regard, Offbeat Marketing determines, on the basis of its expertise, the manner in which and the order in which the agreed Services are performed. If the Agreement relates to a combination of different marketing services, the actual emphasis may shift between the various activities during the collaboration, depending on results, developments within search engines and other platforms, advertising performance, the wishes of the Client and what Offbeat Marketing reasonably deems appropriate in the Client's interest. The foregoing applies without prejudice to anything the Parties may have expressly agreed in Writing in this regard.
2. Insofar as a fixed monthly fee has been agreed, whether or not based on a pre-stated number of hours per month, the actual time spent and the distribution of the Services may vary from month to month. Offbeat Marketing is entitled to offset differences in time spent and Services against each other over the duration of the Agreement, provided this reasonably aligns with the agreed pricing arrangements and the intent of the Agreement.
3. The Client is obliged to provide Offbeat Marketing in a timely manner with all information and cooperation reasonably required for the setup and performance of the Agreement, and to give Offbeat Marketing the necessary access to the relevant systems, accounts and other resources of the Client. The Client guarantees the accuracy and completeness of the information they provide.
4. The Client shall ensure that the accounts, systems, access rights, payment methods, integrations and other facilities required by Offbeat Marketing are available in time and remain available during the performance of the Agreement, insofar as these fall within the Client's sphere of risk.
5. If, for the performance of the Agreement, the Client provides Offbeat Marketing with photos, images, videos, logos, texts and the like that are protected under the Copyright Act or any other intellectual property right, the Client guarantees that no infringement of third-party intellectual property rights is thereby committed, and indemnifies Offbeat Marketing, both in and out of court, against all consequences arising from their use, duplication or reproduction.
6. The Client is obliged, in the performance of the Agreement, to act at all times in accordance with all applicable laws and regulations, as well as with the policies, guidelines and terms of use of the third-party platforms, systems and services used by the Parties. The consequences of the Client's failure to comply therewith are entirely at the Client's expense and risk.

ARTICLE 5. | DURATION, TERMINATION AND CANCELLATION OF THE AGREEMENT

1. The Agreement ends upon completion of the Services, unless it is a Continuing Performance Agreement.
2. A Continuing Performance Agreement is entered into for an indefinite period.
3. A Continuing Performance Agreement ends by Written notice of termination given by email, observing a notice period of one month, with termination taking effect at the end of the calendar month.
4. Upon termination of a Continuing Performance Agreement, the Client's payment obligations remain in full force until the end of the notice period.
5. If the Client proceeds to interim cancellation of the Agreement or fails to observe the applicable notice period, Offbeat Marketing is entitled to claim compensation for the loss of profit resulting from the cancellation. This compensation amounts to the sum to which Offbeat Marketing would also have been entitled had the Agreement ended in the regular manner.

ARTICLE 6. | THIRD PARTIES

1. Offbeat Marketing is at all times entitled to leave the performance of the Agreement wholly or partly to third parties and thus to involve third parties in the performance of the Agreement. The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
2. These general terms and conditions have also been stipulated for the benefit of any third parties that Offbeat Marketing involves in the performance of the Agreement. Consequently, insofar as the right to performance of the relevant provisions cannot, by their nature or intent, be reserved exclusively to Offbeat Marketing, these third parties may invoke the provisions of these general terms and conditions against the Client as if they themselves, instead of Offbeat Marketing, were a party to the Agreement.
3. It is possible that any third parties engaged by Offbeat Marketing in connection with the performance of the Agreement may wish to limit their liability in this respect. Offbeat Marketing assumes, and hereby stipulates where necessary, that the Agreement concluded with it includes the authority to accept such a limitation of liability also on behalf of the Client.

ARTICLE 7. | TIME LIMITS

1. Offbeat Marketing shall make every effort to meet any performance deadlines to which it has committed itself towards the Client; however, these deadlines are to be regarded solely as indicative, non-binding deadlines. Offbeat Marketing shall not be in default until the Client has given Offbeat Marketing Written notice of default, stating a reasonable period for performance, and Offbeat Marketing is still in default of performance after the expiry of that period.
2. If Offbeat Marketing is dependent, for the performance of the Agreement, on data to be provided or other efforts to be made by the Client, and this data is not provided or these efforts are not made in time, Offbeat Marketing is entitled to suspend performance for the duration of the delay.
3. Default on the part of Offbeat Marketing entitles the Client to dissolve that part of the Agreement to which the default relates, but never to any supplementary or substitute damages.

ARTICLE 8. | COMPLAINTS

1. The Client is obliged to notify Offbeat Marketing, in Writing and stating reasons, of any complaint regarding the performance of the Agreement by Offbeat Marketing within seven days of discovering, or in any event reasonably having been able to discover, the alleged shortcoming.
2. If the Client does not complain in time, no obligation or liability whatsoever shall arise for Offbeat Marketing from such a complaint by the Client.
3. Even if the Client complains in time, their obligation to make full and timely payment, as well as their obligation to further perform the Agreement, remains in force.

ARTICLE 9. | FORCE MAJEURE

1. Offbeat Marketing is not obliged to (further) perform the Agreement if and for as long as performance is impossible due to force majeure. Force majeure means any circumstance beyond the control of Offbeat Marketing that permanently or temporarily prevents performance of the Agreement, including failures or shortcomings on the part of third parties or auxiliary persons, technical problems, disruptions or changes at advertising platforms, search engines, AI platforms or other third-party systems, fire, accident or illness, government measures, transport restrictions, power failures and failures in communication connections.
2. If the force majeure situation makes performance of the Agreement permanently impossible, the Parties are entitled to dissolve the Agreement with immediate effect.
3. If, at the onset of the force majeure situation, Offbeat Marketing has already partially fulfilled its obligations, or can still only partially fulfil its obligations, it is entitled to invoice separately the part already performed or the part still capable of being performed, as if it were an independent Agreement. Other damage resulting from force majeure is not eligible for compensation.

ARTICLE 10. | SUSPENSION AND DISSOLUTION

1. Offbeat Marketing is entitled to suspend the performance of the Agreement if and for as long as the Client fails to meet their due and payable (payment) obligations under the Agreement (including the provisions of these general terms and conditions).
2. Offbeat Marketing is entitled to dissolve the Agreement with immediate effect, in whole or in part, if the Client fails to fulfil their obligations under the Agreement, or fails to do so in time or in full. If performance of the obligations in respect of which the Client is in breach is not permanently impossible, the right to dissolve only arises after the Client has been given Written notice of default by Offbeat Marketing, stating a reasonable period within which the Client can (still) fulfil their obligations, and performance has still not taken place after the expiry of that period. The provisions of the preceding sentence do not apply if Offbeat Marketing must infer from a communication by the Client that the Client will permanently fail to perform, in which case a notice of default serves no purpose and dissolution may take place without notice of default.
3. The provisions of the two preceding paragraphs apply unless the Client's shortcoming, given its special nature or minor significance, does not reasonably justify the suspension or dissolution and its consequences.
4. Offbeat Marketing is entitled to dissolve the Agreement with immediate effect, in whole or in part, if the Client has been declared bankrupt, any attachment has been levied on their assets, or they are otherwise unable to freely dispose of their assets.
5. Furthermore, Offbeat Marketing is entitled to dissolve the Agreement in whole or in part if circumstances arise of such a nature that performance of the Agreement is impossible or its unaltered continuation cannot reasonably be required of Offbeat Marketing.
6. The Client shall never be entitled to any form of compensation in connection with the right of suspension and/or dissolution exercised by Offbeat Marketing under this article.
7. If the ground that led to suspension or dissolution of the Agreement is attributable to the Client (which need not always be the case only in the situation referred to in paragraph 5), Offbeat Marketing is entitled to compensation from the Client for the damage it suffers as a result. Suspension or dissolution therefore does not affect the Client's payment obligation.
8. If Offbeat Marketing dissolves the Agreement on the basis of this article, all outstanding claims against the Client, if any, become immediately due and payable.

ARTICLE 11. | RATES AND PAYMENTS

1. All amounts stated by Offbeat Marketing and owed by the Client to Offbeat Marketing are exclusive of VAT, unless expressly stated otherwise in Writing.
2. Unless expressly agreed otherwise in Writing, Continuing Performance Agreements are invoiced monthly. In other cases, Offbeat Marketing is entitled to demand partial or full payment in advance or payment in instalments, except insofar as other arrangements have been expressly agreed in Writing.
3. Advertising costs relating to online marketing campaigns are at all times for the account of the Client. These costs must be paid by the Client without the involvement of Offbeat Marketing; the Client is responsible for paying these costs to the relevant third party.
4. Any costs of external services purchased by Offbeat Marketing with the express consent of the Client, such as licences for tracking tools and other online marketing applications, are additionally for the account of the Client.
5. Offbeat Marketing is entitled to index the rates agreed under a Continuing Performance Agreement at the beginning of each calendar year in accordance with the change in the Consumer Price Index (CPI) published by Statistics Netherlands (CBS). In addition, Offbeat Marketing is entitled to otherwise change the rates agreed under a Continuing Performance Agreement. In the latter case, Offbeat Marketing shall notify the Client in Writing of a rate increase no later than two months before the increase takes effect, so that the Client can still terminate the Continuing Performance Agreement in the regular manner if they do not wish to accept the increase.

6. Offbeat Marketing is not obliged to (further) perform the Agreement for as long as the Client is in default of any due and payable payment obligation owed by them to Offbeat Marketing.
7. Payments must be made by bank transfer. Offbeat Marketing applies a standard payment term of 14 days from the invoice date, but may deviate from this in individual cases, such as in the case of payment in advance.
8. Offbeat Marketing is entitled to make the invoices due to the Client available to them exclusively by email.
9. The Client is at all times obliged to pay without any right to suspension or set-off.
10. If timely payment is not made, the Client shall be in default by operation of law. From the day on which this default occurs, the Client shall owe interest of 2% per month on the outstanding amount, whereby part of a month is regarded as a full month.
11. All reasonable costs, including judicial, extrajudicial and enforcement costs, incurred in obtaining amounts owed by the Client, are for the account of the Client.

ARTICLE 12. | LIABILITY AND INDEMNIFICATION

1. Offbeat Marketing provides the agreed Services to the best of its knowledge and ability. However, Offbeat Marketing commits itself solely to a best-efforts obligation. Offbeat Marketing is never liable for disappointing or absent results in connection with any Service relating to online marketing, because these depend (in part) on external circumstances over which Offbeat Marketing has no, or no decisive, influence. These include changes in algorithms, search engines, AI platforms, advertising platforms, competition, advertising budgets, market developments, positions in search engines, findability within AI platforms, visitor numbers, conversions, numbers of leads, turnover and other commercial results.
2. In the case of paid marketing campaigns, the Client is itself responsible for the advertising budgets set by or on behalf of the Client and, where applicable, the duration of advertising. Offbeat Marketing is not liable for the consequences of incorrectly set budgets or for deviations, overruns or other consequences related to settings, automated processes or changes within advertising platforms, unless there is intent or deliberate recklessness on the part of Offbeat Marketing.
3. Offbeat Marketing is not liable for damage resulting from disruptions to, or maintenance to be carried out on, third-party platforms or other systems on which the services of Offbeat Marketing depend.
4. Insofar as Offbeat Marketing provides information under the Agreement regarding cookies, tracking codes, consent mode or similar functionalities, Offbeat Marketing does not thereby provide specialist legal or privacy-law advice and never guarantees that the Client's website, systems or working methods will thereby fully comply, or continue to comply, with any applicable privacy legislation or future changes thereto. The Client remains at all times responsible for compliance with the obligations resting on them under privacy, cookie and other applicable laws and regulations. Any liability of Offbeat Marketing in this respect is excluded.
5. Offbeat Marketing is not liable for damage resulting from incorrect, incomplete or late information provided by the Client, the absence of required access, rights or approvals, or any other circumstance attributable to the Client.
6. Liability of Offbeat Marketing for indirect damage, consequential damage, loss of profit, losses suffered, missed savings, reduced goodwill, damage due to business interruption, damage resulting from claims by the Client's customers, corruption or loss of data, damage related to the engagement of auxiliary persons prescribed to Offbeat Marketing by the Client, and all forms of damage other than those mentioned in the following paragraph, on whatever grounds, is excluded.
7. The limitations of Offbeat Marketing's liability included in these general terms and conditions do not apply if the damage is due to intent or deliberate recklessness on the part of Offbeat Marketing. Subject to the limitation referred to in the following paragraph, Offbeat Marketing can only be held liable for direct damage attributable to it. Direct damage means exclusively:
 - reasonable costs incurred to establish the cause and extent of the damage, insofar as such establishment relates to damage eligible for compensation under these general terms and conditions;

- any reasonable costs necessary to make Offbeat Marketing's defective performance conform to the Agreement;
 - reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of the damage eligible for compensation under these general terms and conditions.
8. If, notwithstanding the other provisions of these general terms and conditions, any liability for damage should rest with Offbeat Marketing, this liability shall be limited to the proper performance of the Services after all. If such remedy is not possible or has demonstrably become pointless, the liability of Offbeat Marketing shall be limited to no more than the invoice value of the Agreement, or in any event that part of the Agreement to which the liability of Offbeat Marketing relates or, if — in the case of a Continuing Performance Agreement — it has already run for longer than three months, the invoice value of the Agreement owed over the last three months. This limitation applies in total to all claims of the Client against Offbeat Marketing combined.
 9. The limitation period for all legal claims against Offbeat Marketing is, without prejudice to the application of the forfeiture period referred to in Article 8.1, 12 months after the Client becomes aware, or could reasonably have become aware, of the claim, on the understanding that any right to compensation shall be deemed forfeited if 18 months have passed since the end of the Agreement and the Client has not brought the relevant claim within this latter period.
 10. The Client indemnifies Offbeat Marketing against any claims of their own and claims of third parties for damage the cause of which is attributable to parties other than Offbeat Marketing.
 11. The Client fully indemnifies Offbeat Marketing against claims of third parties, including regulators and platform operators, arising from acts or omissions of the Client in violation of applicable laws and regulations, platform terms, third-party rights or other obligations resting on the Client.
 12. If Offbeat Marketing should be held liable by a third party pursuant to the provisions of paragraph 10 or 11, the Client is obliged to assist Offbeat Marketing both in and out of court and to do without delay everything that may reasonably be expected of them in that case. Should the Client fail to take adequate measures, Offbeat Marketing is entitled, without notice of default, to do so itself. All costs and damage on the part of Offbeat Marketing and/or third parties arising as a result shall be fully at the expense and risk of the Client.

ARTICLE 13. | FINAL PROVISIONS

1. Offbeat Marketing is at all times entitled to transfer its rights and obligations under the Agreement to a third party, for example in connection with a change of its legal form.
2. Every Agreement and all legal relationships between the Parties arising therefrom are governed exclusively by Dutch law.
3. Before resorting to the courts, the Parties are obliged to make every effort to settle the dispute by mutual consultation.
4. Only the competent Dutch court within the district of the Gelderland District Court is designated in first instance to hear any judicial disputes between the Parties, without prejudice to the right of Offbeat Marketing to designate another court having jurisdiction by law.
5. If these general terms and conditions are available in multiple languages, the Dutch-language version shall always be decisive for the interpretation of the provisions contained therein.