

# General Terms and Conditions

User (hereinafter: Groove Digital B.V.) helps companies with design, development, website management and website improvement. Groove Digital B.V. is established at Weesperstraat 394, 1018 DN Amsterdam, and is registered with the Dutch Chamber of Commerce under file number 84707542.

## Article 1 - Definitions

1. User: the contractor that enters into the Agreement with the Client and the user of these general terms and conditions (including but not limited to Unify B.V., Chase B.V., Groove Digital B.V., Neuroo B.V. and its Affiliated companies).
2. Offer: a proposal, offer or quotation submitted to the Client for the performance of Work by the User.
3. Affiliated companies: all legal entities that are directly or indirectly connected to the User in a group within the meaning of Section 2:24b of the Dutch Civil Code, as well as all companies in which the User directly or indirectly holds a majority interest.
4. Client: any (legal) person to whom the User addresses its offers/quotations as well as the person to whom the User addresses offers/quotations and the person who places an order with the User or with whom the User enters into an Agreement and furthermore the person with whom the User has any legal relationship and, in addition to the foregoing, his representative(s), authorised agent(s), legal successor(s) and heir(s).
5. Quotation: the more or less detailed specification of the activities and the estimate of the costs associated with those activities, as well as offers.
6. Agreement: all Agreements between the Client and the User, whether oral or written.
7. In writing: by post, email or any other means of communication that, in view of the state of technology and prevailing social standards, can be regarded as equivalent.
8. Website: the website <https://www.groovedigital.agency>
9. Work: the services performed by the User for the Client in the field of, among others, online marketing, performance marketing, SEO, GEO, SEA, social media advertising, marketplace advertising, account management, tracking and data analysis, automation (such as Zapier and N8N), AI integrations, conversion optimisation, email marketing, link building, strategic advice and related services.

## **Article 2 – Applicability of the Terms**

1. These general terms and conditions apply to every Offer, Quotation and/or order confirmation from the User and to every Agreement between the User and the Client.
2. These general terms and conditions also apply for the benefit of all Affiliated companies of the User. These Affiliated companies may, each individually, independently accept and exercise the rights arising from these general terms and conditions vis-à-vis the Client, as if they were themselves a party to the Agreement. The Client expressly acknowledges that these Affiliated companies, as third parties within the meaning of Section 6:253 of the Dutch Civil Code, may derive rights from these terms and conditions.
3. Amendments to or supplements of these general terms and conditions must be expressly confirmed in writing by the User and shall apply only to the Offer or Agreement in connection with which the amendment or supplement is made.
4. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the remaining provisions of these general terms and conditions shall remain fully applicable. The User and the Client shall then enter into consultation in order to agree on new provisions to replace the null or annulled provisions, observing the purpose and intent of the original provisions to the greatest extent possible.
5. The applicability of any general terms and conditions used by the Client is hereby expressly rejected.
6. The acceptance and retention by the Client, without comment, of an offer or order confirmation referring to these terms shall be deemed to constitute consent to their applicability.
7. The User reserves the right to amend these general terms and conditions. The amended terms shall be deemed accepted if the Client has not objected to the amended terms within 14 days after they have been sent or otherwise made known.

## **Article 3 – Offer, Formation and Amendment of the Agreement**

1. All offers and/or proposals made by the User are without obligation and automatically lapse after a period of 30 days, unless the User does not maintain the offer, quotation or price quotation within that period or unless the User has indicated otherwise when making the offer, quotation or price quotation. If a quotation or offer contains a non-binding offer and this offer is accepted by the Client, the User has the right to revoke the offer within 5 working days of receipt of the acceptance.

2. The User cannot be held to its Offer if the Offer, or any part thereof, contains an obvious error, slip of the pen, programming and/or typing error. This also applies to programming and/or typing errors on the Website.
3. The Offer contains a description of the Work offered. The description is sufficiently specific to enable the Client to make a proper assessment of the Offer. Any data in the Offer are merely indicative and cannot constitute grounds for any form of compensation or for the dissolution of the Agreement.
4. Rates and offers in an Offer do not automatically apply to future Work.
5. An Agreement is formed at the moment the Client accepts an Offer from the User. If the Client fails to do so but nevertheless agrees that the User commences performance of the Order, the content of the Offer shall be deemed to have been agreed.
6. If the Agreement is entered into by multiple Clients, each Client shall be jointly and severally liable for the performance of all obligations arising from the Agreement.
7. Oral agreements shall only bind the User after they have been confirmed by the User in writing.
8. The Client's right of withdrawal is excluded unless otherwise agreed in writing.
9. If, during the performance of the Agreement, it appears necessary for proper performance to amend or supplement the Work to be carried out, the parties shall adjust the Agreement accordingly in good time and by mutual agreement.
10. If the parties agree that the Agreement shall be amended or supplemented, the time of completion of the performance may be affected. The User shall inform the Client of this as soon as possible.
11. If the amendment of or supplement to the Agreement will have financial consequences, the User shall inform the Client thereof in advance.
12. If a fixed fee has been agreed, the User shall indicate to what extent the amendment or supplement of the Agreement results in an exceeding of this fee.

#### **Article 4 – Term of the Agreement**

1. The Agreement is entered into for a term to be further determined between the User and the Client. If no arrangements have been made regarding the term of the Agreement, it shall be deemed to have been entered into for an indefinite period.
2. If the Agreement is concluded with the Client for a fixed period, the Agreement shall be automatically renewed for the same period after expiry of the initial term, unless the

Client terminates the Agreement subject to the notice period as set out in Article 16, paragraph 4 of these terms.

## **Article 5 – Price and Price Changes**

1. The prices applied by the User as well as the prices stated in offers, quotations, price quotations and the like are exclusive of VAT and any costs. These costs may include, but are not limited to, travel costs, transport costs and invoices from third parties engaged.
2. The User works as much as possible with fixed price arrangements and/or on the basis of an hourly rate. Before commencing the Work, the User shall discuss the (indicative) rate with the Client and confirm this in writing to the Client.
3. In the event of unforeseen changes in the work, the User reserves the right to increase the agreed prices after the conclusion of the Agreement, but before the time of its performance.
4. The User shall notify the Client in writing in good time if and to the extent that it makes use of the right referred to above to implement price changes.
5. If the price change leads to a price difference of more than fifteen percent (15%) compared to the agreed price, the Client is entitled to dissolve the Agreement. The Client must notify the User of this in writing.
6. The User has the right to increase the applicable prices and rates annually.

## **Article 6 – Payment**

1. Invoicing takes place monthly in advance, unless otherwise agreed in writing.
2. If the Client pays the monthly fee by direct debit, this is automatically debited each month from an account number provided by the Client. In the event of a failed direct debit, € 50.00 in administration costs will be charged to the Client.
3. For assignments based on an hourly rate, the hourly rate is determined in advance and the hours worked are invoiced at the end of each month. The User is free to use an advance invoice for this purpose.
4. All payments must be made within fourteen (14) days of the invoice date, in a manner indicated by the User. The User is entitled to determine a shorter payment term if the nature of the Work so requires or if the Work is to be carried out urgently.
5. The Client shall make payments due to the User without any discounts, set-off or compensation, including in the event of bankruptcy, except for set-off against verifiable advances relating to the Agreement that have been provided to the User. The Client is not entitled to suspend payment of invoices for Work already performed.

6. If an invoice is not paid on time and/or in full, the Client shall be in default by operation of law and the User shall have the right, without further demand or notice of default, to charge the applicable statutory commercial interest on the outstanding amount, until the date of full payment and without prejudice to the User's other rights.
7. Payments made by the Client shall first be applied to settle any interest and costs due, and then to outstanding invoices that have been due longest, even if the Client states that the payment relates to a later invoice.
8. All costs incurred by the User as a result of the Client's failure, late performance or improper performance of any obligation shall be borne by the Client. These costs include the costs of demands, termination, collection and bailiff, as well as the costs of legal assistance, and all other extrajudicial and judicial costs. These costs are set at 15% of the original principal sum, with a minimum of € 250.00.
9. If and insofar as the Client is in default of payment, as well as in the event of statutory debt restructuring for natural persons, bankruptcy, an application for a suspension of payments and discontinuation or liquidation of its business, all amounts owed to the User by the Client shall become immediately due and payable.

## **Article 7 – Performance of the Agreement**

1. All Work is performed on the basis of an obligation to use best efforts. The User shall make every effort to deliver the Work to the best of its ability, with due care and the necessary professional skill.
2. All work is performed in accordance with applicable laws and regulations.
3. The Client agrees that video calls, online meetings and other forms of digital communication with the User may be recorded and/or automatically transcribed.
4. The User does not provide any guarantees regarding revenue, profit, conversions, rankings, advertising results, AI output or other commercial results.
5. Results also depend on external factors such as algorithm changes, market developments, competition, the technical setup of websites and decisions made by the Client.
6. The Client is obliged to do everything that is reasonably necessary or desirable for the Agreement, in particular by providing (or having provided) timely, complete, sound and clear data. If the data required for the performance of the Agreement has not been provided to the User in time, the User has the right to suspend the performance of the Agreement and/or to charge the Client for the additional costs resulting from the delay at the usual rates.

7. The delivery periods stated by the User are indicative and cannot be regarded as strict deadlines. If the User expects that the indicative delivery period will not be met, it shall inform the Client thereof as soon as possible. Exceeding a delivery period does not qualify as an attributable shortcoming on the part of the User and does not entitle the Client to dissolve the Agreement, claim damages or any other form of compensation.
8. If the information provided proves to be incorrect and/or incomplete and the Work has to be adjusted, the User has the right to adjust the prices. The User is not obliged to verify the information provided to it.
9. The User has the right to engage third parties for the performance of the Work at its own discretion.
10. The performance of the Work is based on the information provided by the Client. If this information changes, the established schedule may be amended. All damage and additional costs as a result of this change in the schedule are at the expense and risk of the Client.

## **Article 8 – Specific Provisions Regarding Search Engine Advertising (“SEA”) and Search Engine Optimisation (“SEO”)**

1. For the duration of the Agreement, the Client grants the User exclusive authority to perform SEO work and to manage SEA campaigns in connection with the search engines and websites specified in writing. “SEA campaigns” in this context means advertising campaigns via advertising platforms such as Google Ads and Bing Ads. “SEO work” in this context means all advisory and/or executive activities aimed at improving the (technical) structure of the Client’s website(s) and all activities aimed at improving the authority or relevance assigned to the website(s) by search engines based on (link) references on third-party websites (also referred to as “link building” or “authority building”).
2. The Client grants the User an exclusive power of attorney to perform all actions that the User deems necessary in setting up and managing SEA campaigns and performing SEO work. To the extent that SEA- and SEO-related work is performed for the Client by third parties, the Client must notify the User of this in good time.
3. The User shall use its best efforts to achieve optimal positioning in the agreed search engines, but does not commit to achieving any specific result, in line with the applicable guidelines drawn up by the search engines. All statements made by the User regarding the possible results of SEO work are therefore indicative in nature. The Client cannot derive any rights from these statements. The Client also acknowledges that the success of SEO work depends in part on the extent to which the work and/or changes to the Client’s website(s) recommended by the User are implemented, and is willing to

implement (or have implemented) the recommendations to the best of its ability and within a reasonable period of time after delivery.

4. The costs charged by the search engines in connection with the SEA campaigns must in principle be paid directly by the Client to the relevant advertising platform, without intervention by the User. The User cannot be held responsible for the consequences of payment arrears and balance shortages on the part of the Client.

## **Article 9 - Specific Provisions Regarding Digital Analytics and Conversion Optimisation**

1. The User shall use its best efforts to safeguard the data quality and integrity of the data collected on the Client's website(s). However, the Client is responsible for the correct technical implementation of the software and/or tooling used to collect this data on its own website, whether or not based on advice provided by the User.
2. Analysis and reporting of findings and recommendations by the User shall take place in accordance with the standards of good professional practice with a frequency of at least once a month. If no reporting medium has been agreed, the Contractor shall determine the medium to be used.
3. Analysis and reporting of findings and recommendations by the User to the Client shall take place on the basis of the software and/or tooling used by the Client for web analysis. The definitions for metrics or Key Performance Indicators (KPIs) used by the relevant software and/or tooling shall prevail. The metric "unique visitor" therefore refers to a unique visitor as defined and determined by the relevant software and/or tooling. If the User deviates from this definition at any time, it is obliged to clearly specify this to the Client in the relevant report, or in the quotation, project proposal or agreement underlying the cooperation.

## **Article 10 - Specific Provisions Regarding Display Advertising, Social Media Advertising and Digital Out of Home**

1. The Client warrants and shall confirm in writing at the User's first request that the information provided by the Client is accurate and complete and that the Client shall make this available to the User in good time and in full, and that the Client shall provide all other cooperation that is reasonably necessary for the performance of an Agreement.
2. The Client shall at all times act in accordance with applicable national and foreign laws and regulations, advertising codes, (proprietary) rights or terms of third parties and shall take all necessary measures to that end.

3. The Client shall always provide an exclusive (not used for other purposes) traceable link via the applicable performance measurement system to the landing page of a website or otherwise an exclusive connection.
4. For the duration of an Agreement, the Client shall not modify, obscure or remove the measurement systems placed for monitoring results or the user names and passwords provided, shall keep them carefully, shall not make them available to third parties and shall protect them against any form of unauthorised use, and shall, in the event of any unauthorised use or upon the User's first request, immediately take all measures necessary to stop such use.
5. The Client indemnifies the User against any claims by third parties against the User in the event of any breach by the Client of the aforementioned obligations.
6. The Client is aware that the User may use third-party software for the purpose of performing the Agreement and agrees to the provisions or "terms and conditions" associated with the use of this software, but only to the extent that the software used is explicitly mentioned in the agreement, order confirmation or other written communication between the Client and the User in which performance of the work is agreed.
7. For the calculation of the agreed fees, the User's administration and measurement systems shall be authoritative, unless a higher calculation results from the Client's measurement systems. In that case, the fee due shall be calculated on the basis of reasonably estimated measurement results.
8. Upon termination of an Agreement for whatever reason, the Client is obliged to immediately remove the placed tags or "measurement code", both on its own websites and any third-party websites on which these tags have been placed, with the exception of tags belonging to the Client.
9. If the Client makes use of the User's (user) license(s) to purchase media itself, the Client accepts full responsibility for the execution and financial consequences. Written instructions from the User must always be strictly followed by the Client, but cannot wholly or partially indemnify the Client from ultimate responsibility. All direct or indirect damages suffered by the User as a result of the execution by the Client shall be fully reimbursed. The Client shall ensure that payments to the User are made in accordance with the agreed payment schedule and/or stipulated payment terms. Any delay in meeting the agreed payment terms gives the User the right, without any prior written notice, to terminate the Agreement and to temporarily or permanently cease performance. The User is in no way responsible for the possible consequences of such termination or cessation of performance.

## **Article 11 – Specific Provisions Regarding Link Building**

1. If link building forms part of the Work, work is carried out within an agreed monthly budget. Within this budget, links are purchased through external partners or suppliers selected by the User. The User shall exercise reasonable care in the selection of these external partners or suppliers.
2. The User does not provide any guarantees regarding a specific number of links that can be purchased within the budget. The number of links to be purchased depends on the offer of the external partners or suppliers and the strategy of the Client.
3. The User does not guarantee specific positions in search engines, the achievement of rankings, or the generation of specific visitor numbers. Search engines use algorithms that are constantly changing and the User has no influence on the ranking or indexing of individual links.
4. If a link expires within twelve months after the date of placement, the User shall, where possible, arrange for replacement via the same partner. The User is not liable for the unavailability of the original partner or for changes to external websites that make replacement impossible.
5. On request, the User shall provide an overview of purchased links. The User is not obliged to share data of external partners.
6. The Client acknowledges that link building entails risks, including changes to search engine algorithms, removal of links by third parties, or temporary drops in traffic. The User is not liable for damage as a result of link building activities.
7. The Client indemnifies the User against any claims by third parties regarding placed links.

## **Article 12 – Specific Provisions Regarding AI and Automation**

1. In performing the Work, the User may use AI systems, algorithms or automated workflows. The output of AI systems may be incomplete, inaccurate or incorrect and is subject to technical and methodological limitations.
2. The User does not guarantee the accuracy, completeness, reliability or suitability of AI-generated content, data analysis or automated recommendations.
3. The Client is at all times responsible for the verification of AI output and the consequences of decisions based on it.
4. The User is not liable for damage, loss of data, financial damage, reputational damage or other consequences arising from the use of AI output or automated workflows. This

also applies if the damage is the result of errors in AI systems, external data sources, or the integration of AI output into the Client's business processes.

5. The Client must assess AI-generated content and results before they are published externally or used in decisions with legal, financial or operational consequences.
6. The Client indemnifies the User from all claims by third parties arising from the use, publication or implementation of AI output.
7. The User shall, to the extent reasonably possible, inform the Client about the use of AI tools and their limitations.

### **Article 13 – Use and License of Designs**

1. When the Client has fully complied with its obligations under the Agreement with the User, it shall obtain an exclusive license to use the designs delivered by the User insofar as this concerns the right of publication and reproduction in accordance with the purpose agreed in the Agreement. If no agreements have been made regarding the purpose, the license shall be limited to that use of the design for which definite intentions existed at the time the order was placed. These intentions must have been demonstrably communicated to the User prior to the conclusion of the Agreement.
2. Without the User's written permission, the Client is not entitled to use or have others use the design more extensively or in any other way than agreed. In the event of unagreed broader or different use, including alteration, distortion or impairment of the preliminary or final design, the User shall be entitled to compensation for infringement of its rights of at least three times the agreed price, without prejudice to the User's right to claim compensation for actual damage suffered.
3. The Client is no longer permitted to use the results provided and any license granted to the Client in connection with the order shall lapse:
  - a. from the moment the Client does not (fully) fulfil its (payment) obligations under the Agreement or is otherwise in default, unless the Client's failure is of minor significance in view of the overall assignment;
  - b. if the Work, for whatever reason, is terminated prematurely, unless the consequences thereof are contrary to the principles of reasonableness and fairness.
4. With due regard for the Client's interests, the User has the freedom to use the design for its own publicity or promotional purposes.

5. The Client indemnifies the User and any persons engaged by the User under the Agreement against all claims by third parties arising from the application or use of the result of the Work.

## **Article 14 – Intellectual Property Rights**

1. The User holds the intellectual property rights to the products provided to or used by the Client, including but not limited to drawings, illustrations, templates, designs, design sketches, photographs, videos and other materials or (electronic) files.
2. The Client only obtains a right of use to the User's works. The Client is not permitted, without prior written consent, to publish, reproduce or otherwise distribute the User's works to third parties. The Client may use the works only for the purpose of the Work, which is determined prior to the order.
3. If the Client breaches paragraph 1 or 2 of this article, the Client shall owe the User an immediately payable penalty of € 5,000.00 per breach and € 500.00 for each day that the infringement continues. This penalty may be claimed in addition to compensation under the law.
4. The Client indemnifies the User against all claims by third parties based on infringement of intellectual property rights to the materials or data provided by the Client and used in the performance of the Work.

## **Article 15 – Confidentiality**

1. The content of conversations and other contacts taking place in any form between the User and the Client shall be treated as strictly confidential. Both the Client and the User shall not disclose to anyone any information about the content and course of these contacts.
2. Information is deemed to be highly confidential if:
  - a. this has been communicated by the other party;
  - b. the providing party has marked the information with a clear inscription or other indication identifying its confidential nature;
  - c. the nature of the information indicates that it is of a confidential nature.
3. With regard to (highly) confidential information, the parties shall observe all security measures, duties of care and safeguards to guarantee the confidentiality and secrecy of the confidential information. The User shall also impose confidentiality on third parties engaged by it.

4. The parties undertake to handle information carefully and appropriately, even if the information provided does not constitute confidential information.

## **Article 16 – Suspension, Termination and Dissolution of the Agreement**

1. The User has the right to suspend its obligations under the Agreement if the Client is in default in the performance of any obligation arising from the Agreement, including late payment of invoices.
2. The User is not liable for damage, on whatever grounds, as a result of the suspension of its Work.
3. Suspension of the Work does not affect the Client's payment obligations vis-à-vis the User.
4. The Client may terminate the Agreement at the end of its term subject to a notice period of at least two calendar months. Such notice must be given in writing before the first day of the month by sending an email to [administratie@groovedigital.agency](mailto:administratie@groovedigital.agency). If the Client terminates the Agreement, the Client is not entitled to a refund of any (advance) payments already made and this termination does not release the Client from current payment obligations.
5. In the event of early termination, the Client is obliged to pay 100% of the remaining instalments until the end of the agreed term immediately.
6. Both the User and the Client have the right to immediately dissolve the Agreement, in whole or in part, in the event of statutory debt restructuring for natural persons, bankruptcy or (provisional) suspension of payments of the other party.
7. In the event of dissolution by the Client due to attributable failure on the part of the User, the services already performed and the related payment obligations shall not be subject to reversal. Amounts that the User has invoiced prior to the dissolution in connection with what it has already properly performed or delivered in performance of the Agreement shall, with due observance of the provisions of the previous sentence, remain due and shall become immediately due and payable upon the dissolution.

## **Article 17 – Liability**

1. The User is only liable to the Client for direct damage as a result of a serious attributable shortcoming in the performance of the Agreement on the part of the User.
2. The User's liability vis-à-vis the Client is limited to the invoice amount of the most recent consecutive six months relating to the Work to which the liability pertains (excluding VAT), with an absolute maximum of € 10,000.
3. The User is not liable for, and the Client indemnifies the User against any liability for:

- a. indirect and consequential damage. Indirect and consequential damage shall in any case include, but not be limited to: lost revenue, lost profits, missed savings, damage to goodwill and reputational damage or comparable losses, however arising, labour costs, downtime damage and damage due to business stagnation, damage due to disruptions, cyber attacks, viruses, data loss or other risks arising from hosting services, production damage, interest and (legal) costs for third parties and fines suffered by the Client, its subordinates and persons employed by it, regardless of how this damage is named (direct, indirect, consequential damage).
  - b. SEO-related consequences such as loss of position(s) or website traffic.
  - c. results from advertisements and campaigns.
  - d. damage arising from expenditure of advertising budgets.
  - e. damage arising from the use of a name registered by the User on behalf of the Client, as the obligation to verify whether a (brand) name is available rests entirely with the Client.
  - f. damage suffered by the Client or third parties as a result of incorrect, incomplete or untimely information provided by the Client.
  - g. damage arising from errors in software or other computer programs used by the User.
  - h. damage arising from the circumstance that (e-mail) messages sent by the Client to the User have not reached the User.
4. When engaging third parties not working in its organisation (such as advisors, experts or service providers), the User shall observe the necessary care. The User is not liable for shortcomings or any errors of these third parties vis-à-vis the Client. In such a case, the Client is obliged to hold the engaged third parties liable itself and to recover any damage suffered from these third parties.
  5. If the User is held liable by third parties on this basis, the Client is obliged to assist the User both in and out of court and to do without delay everything that may be expected of the Client in that case. If the Client fails to take adequate measures, the User is entitled, without notice of default, to do so itself. All costs and damage on the part of the User and third parties resulting therefrom shall be fully borne by the Client.
  6. The User is not liable for the consequences of choices, decisions or actions of the Client, regardless of whether these choices, decisions or actions are based on advice, suggestions or other input from the User. The Client remains fully responsible at all times for the consequences of its own choices and decisions.
  7. The Client indemnifies the User against all claims (such as damages and legal actions) by third parties related to the performance of the Agreement between the Client and the User, unless these claims result from serious shortcomings on the part of the User.
  8. Unless performance by the User is permanently impossible, the User's liability for attributable failure in the performance of the Agreement shall only arise if the Client immediately gives the User written notice of default, setting a reasonable period for remedying the shortcoming, and the User continues to fail attributable in the performance of its obligations after that period. The notice of default must contain as complete and detailed a description of the shortcoming as possible, so that the User is given the opportunity to respond adequately.
  9. If the Client has not brought any claim against the User before a court within one year of discovering the damage, this right of action shall lapse upon expiry of that year.

## **Article 18 – Retention of Title**

1. The User reserves ownership of the goods delivered and to be delivered under the Agreement until the moment when the Client has fulfilled its related payment obligations to the User. These payment obligations consist of payment of the agreed price, plus all claims for work performed in connection with the Agreement, as well as claims for any damages due to failure in the performance of obligations on the part of the Client.
2. The goods subject to the retention of title may only be resold by the Client in the context of normal business operations.
3. If the User invokes the retention of title, the Agreement entered into in this respect shall be deemed dissolved, without prejudice to the User's right to claim compensation for damages, lost profits and interest.
4. The Client is obliged to immediately notify the User in writing of the fact that third parties are asserting rights to goods covered by a retention of title pursuant to this article.

## **Article 19 – Suspension of Use**

1. The User has the right to (temporarily) suspend the use of products and/or services delivered and/or to limit their use if the Client fails to fulfil any obligation to the User in respect of the Agreement, or acts in breach of the general terms and conditions. The obligation to pay the amounts owed shall continue to exist during the suspension of use.
2. The User shall reactivate the product and its service as soon as the Client has fulfilled its obligation and has paid an amount determined in respect of the product or service.

## **Article 20 – Return of Items Made Available**

1. If the User has made items available to the Client in performance of the Order, the Client is obliged, at the User's request, to return what has been delivered within 14 days in its original condition, free from defects and complete. If the Client fails to fulfil this obligation, all costs arising therefrom shall be borne by the Client.
2. If the Client, for whatever reason, after a notice to that effect, still fails to comply with the obligation referred to under 1, the User has the right to recover the resulting damage and costs, including the costs of replacement, from the Client.

## **Article 21 – Force Majeure**

1. The User is not obliged to fulfil any obligation to the Client if it is prevented from doing so as a result of a circumstance not attributable to fault, and not for its account by virtue of law, a legal act or generally accepted practice.

2. Causes that cannot be attributed to the User shall include, among others: fire, water damage, exceptional weather conditions, disasters, war and threat of war, outbreaks of disease, governmental measures, riots, civil unrest, strikes, lockouts, work-to-rule actions, malfunctions (such as, but not limited to, malfunctions at advertising platforms, AI system outages), algorithm changes, hosting or software outages, defects in machines or installations, interruption, stagnation in the supply or rationing of raw materials, auxiliary materials and fuels.
3. If one of the circumstances referred to in the previous paragraph occurs, the User shall notify the Client thereof as soon as possible, submitting any available evidence.
4. The User may suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, either party shall be entitled to dissolve the Agreement in writing, without any obligation to compensate the other party for damages.

## **Article 22 – Complaints**

1. If the Client has a complaint about the performance of the Work by the User, the Client must notify the User of this as soon as possible, but no later than within two weeks of the complaint arising. If the complaint is made known later, the User is not obliged to handle the complaint.
2. Complaints must be described fully and clearly and may only be submitted by email. The complaint must be sent to [administratie@groovedigital.agency](mailto:administratie@groovedigital.agency).
3. The User shall handle the complaint within a reasonable period in a constructive manner and, if possible, propose a solution. The User aims to provide the Client with a substantive response within fourteen days of receipt of the complaint. If the User expects that this period will not be met, the User shall inform the Client thereof.
4. A submitted complaint does not suspend the Client's payment obligations.

## **Article 23 – Non-Solicitation Clause**

1. The Client is not permitted, during the cooperation with the User and for a period of 12 months thereafter, to employ (former) employees of the User or to engage them as freelancers or self-employed persons, without the prior written approval of the User's management. In the event of a breach of the provisions of this article, the Client shall owe the User an immediately payable penalty of € 50,000 plus € 5,000.00 for each day that a breach continues. This penalty does not affect the User's right to full compensation under the law.

## **Article 24 – Governing Law and Choice of Forum**

1. All offers, quotations, order confirmations and Agreements issued by or concluded with the User are governed by Dutch law. The applicability of any other international regulations is excluded.
2. The court in the place of establishment of the User shall have exclusive jurisdiction to take cognisance of disputes, unless the law mandatorily provides otherwise. Nevertheless, the User has the right to submit the dispute to the court that has jurisdiction by law.
3. When one or more disputes are submitted to a court, the parties shall refrain from involving the media or commenting publicly on this. If either party fails to comply with this, that party undertakes to pay the other party an immediately payable penalty of € 20,000.00 per breach, without prejudice to the right to compensation for damages.
4. The parties shall only resort to the courts after they have made every effort to settle a dispute in mutual consultation.