Noco General Terms and Conditions

Version 2.0. These terms govern every proposal, agreement and service Noco provides to business customers, and replace all earlier versions of the Noco General Terms & Conditions for agreements concluded on or after the effective date.

About these terms

Noco is a trade name of Eli5 B.V., a private limited liability company (besloten vennootschap) incorporated under Dutch law, with its registered office at Herengracht 340, 1016 CG Amsterdam, the Netherlands, registered with the Netherlands Chamber of Commerce (KvK) under number 64152022, VAT number NL855544466B01.

Structure

- **Part A, General Terms:** applies to every Agreement.
- **Part B, Sprint Module:** applies in addition to Part A when the Agreement concerns a Sprint, including the Brand Sprint, Startup Website Sprint, Enterprise Website Sprint, Design Sprint and Feature Sprint.
- **Part C, Subscription Module:** applies in addition to Part A when the Agreement concerns a Subscription, including the CRO, DESIGN and PRO Subscriptions.
- **Part D, Platform, Hosting and SLA Module:** applies in addition to Part A whenever Noco works in, builds on, hosts on or supports a third-party platform such as Webflow or Framer.

These terms are available at noco.agency/terms and are provided to the Customer with every Proposal. The Customer confirms receipt by signing the Proposal.

Effective date: 3 November 2026.

Part A: General Terms

Article 1. Definitions

Capitalised terms have the following meaning. The singular includes the plural and vice versa.

- **Acceptance:** the Customer's approval of a Deliverable, given expressly or deemed under Article 13.
- **Active Task:** a request on the Board that Noco is working on at a given moment under a Subscription.

- **Agreement:** the agreement between Noco and the Customer, consisting of the signed Proposal, these terms and the applicable Module(s).
- **AI Tools:** software that generates or transforms text, images, code, audio, video or analysis using machine learning, including large language models.
- **Board:** the project or task board through which the Customer submits and prioritises requests, by default Trello.
- **Business Day:** Monday to Friday, excluding public holidays in the Netherlands.
- **Confidential Information:** all non-public information a party discloses to the other in connection with the Agreement, in any form, that is marked confidential or should reasonably be understood to be confidential.
- **Customer:** the legal entity that enters into the Agreement with Noco, as named in the Proposal.
- **Customer Materials:** all content, copy, data, logos, images, brand assets, credentials, exports and other materials the Customer or a party on its behalf provides to Noco.
- **Day Rate:** Noco's standard rate for one working day of one team member, as stated in the Proposal or, absent that, Noco's prevailing rate at the time.
- **Defect:** a reproducible failure of a Deliverable to conform to the approved designs and agreed functionality.
- **Deliverables:** all work products Noco creates specifically for the Customer under the Agreement and delivers to the Customer, including designs, Figma files, websites, components, CMS structures, code, copy, strategy documents and brand guides.
- **Go-live:** the moment a website or page built by Noco is published to a production domain, or is made available to third parties in any other way.
- **Module:** Part B, C or D of these terms.
- **Noco:** Eli5 B.V., trading as Noco, as described above.
- **Platform:** a third-party service on which Deliverables are built, hosted or operated, including Webflow, Framer, HubSpot, Google Analytics, Google Tag Manager, Cookiebot and Figma.
- **Pre-existing Materials:** all materials, components, code, templates, frameworks, methods, prompts, workflows, tools, dashboards and know-how that Noco owns or licenses independently of the Agreement, or develops for general use, including the Brand Sprint methodology, Noco's component systems and Noco's CRO and performance dashboard frameworks.
- **Proposal:** Noco's written offer describing scope, fees, timeline and specific conditions, in whatever form, including a PandaDoc document or an order form.
- **Services:** all work Noco performs or is to perform under the Agreement.
- **Sprint:** a fixed-scope engagement as described in Part B.

- **Subscription:** a recurring engagement as described in Part C.
- **Third-party Materials:** fonts, stock imagery, icons, illustrations, video, plugins, libraries, open source software, templates and other materials owned by third parties.
- **Written / in writing:** includes email, messages in the agreed Slack channels, comments on the Board and electronically signed documents, unless an Article requires a specific form.

Article 2. Applicability and order of precedence

2.1 These terms apply to every Proposal, Agreement and Service of Noco, and to every follow-up, additional or changed assignment between the parties.

2.2 These terms apply only to business customers acting in the course of a profession or business. Noco does not contract with consumers.

2.3 The applicability of the Customer's general terms, purchasing terms, procurement terms or any similar conditions, under whatever name, is expressly rejected, unless Noco has expressly agreed to them in writing, for example by signing them or a framework agreement that incorporates them. This also applies when such terms are referenced in a purchase order, vendor portal, onboarding form or invoice instruction, or are accepted through a click-through process required to register as a supplier, since none of these is express written agreement.

2.4 If documents conflict, they prevail in the following order:

1. the Proposal, including any later amendment to it signed by both parties, but only where it expressly deviates from these terms;
2. the applicable Module;
3. Part A.

2.5 If Noco has expressly agreed in writing to the Customer's terms, or the parties sign a framework, master services or supplier agreement drafted by the Customer, that agreement prevails only to the extent it expressly regulates a subject. These terms continue to apply to everything that agreement does not regulate.

2.6 Noco may amend these terms. Amendments apply to Agreements concluded after publication. For running Subscriptions, amendments take effect from the first billing period starting at least 30 days after Noco notifies the Customer in writing. A Customer that objects may end the Subscription with effect from that date.

Article 3. Proposals and formation of the Agreement

3.1 A Proposal is valid for 14 days from its date of issue, unless it states otherwise. Noco may withdraw a Proposal until it is accepted.

3.2 The Agreement is concluded at the earliest of:

1. the Customer signing the Proposal, including by electronic signature;
2. the Customer paying the first invoice issued under the Proposal;
3. Noco starting work at the Customer's written request.

3.3 A Proposal is based on the information the Customer provides before it is issued. If that information turns out to be incomplete or inaccurate in a way that affects scope, effort or timing, Noco may adjust the scope, timeline and fees accordingly, after informing the Customer.

3.4 Estimates of effort, days, hours and timelines in a Proposal are good-faith estimates, unless the Proposal expressly states that a figure is fixed.

3.5 The person signing on behalf of the Customer warrants that they are authorised to bind the Customer.

3.6 Obvious errors or typos in a Proposal do not bind Noco.

3.7 A combined Proposal does not oblige Noco to perform part of the Services for a corresponding part of the fee.

Article 4. Performance of the Services

4.1 Noco performs the Services with care and in line with good professional practice. Noco's obligations are best-efforts obligations (inspanningsverplichtingen), unless the Proposal expressly describes a specific result as guaranteed.

4.2 Noco determines how the Services are performed and which team members perform them. Noco may replace a team member with a person of comparable expertise.

4.3 Noco works through a standard set of tools: the Board for task management, Slack for day-to-day communication, Loom for walkthroughs, MarkUp.io for feedback on staged builds and Figma for design files. The Customer participates in this workflow. If the Customer requires other tools, the Proposal states so.

4.4 Dates and timelines are target dates, not strict deadlines (fatale termijnen), unless the Proposal expressly designates a date as a strict deadline. If Noco misses a date, it is only in default after the Customer has sent a written notice of default that gives Noco a reasonable period of at least 14 days to perform, and Noco has not performed within that period.

4.5 Noco works Monday to Friday, 9:00 to 18:00 Central European Time, excluding Dutch public holidays. Noco may observe a collective closure of up to two weeks around the end of the year, announced in advance. Work outside these hours is subject to availability and may be charged separately.

4.6 If the Services are performed in phases, Noco may postpone the start of a phase until the Customer has approved the previous phase and paid all invoices then due.

Article 5. Customer obligations

5.1 The Customer provides, on time and free of charge, all information, Customer Materials, access, decisions and cooperation that Noco reasonably needs to perform the Services, in the format Noco requests.

5.2 The Customer appoints one point of contact with authority to make decisions and give approvals, and consolidates internal feedback before submitting it to Noco.

5.3 Unless the Proposal states otherwise, the Customer provides feedback and approvals within two Business Days of a request.

5.4 The Customer warrants that the Customer Materials, and Noco's use of them as instructed, do not infringe third-party rights and are lawful. The Customer indemnifies Noco against all third-party claims arising from Customer Materials.

5.5 The Customer is responsible for the content published on its website and channels, including the accuracy of claims, pricing and product information, regulated disclosures, privacy statements, cookie and consent texts, terms of use and accessibility statements, even where Noco drafts or places that content.

5.6 The Customer gives Noco the access it needs to Platforms and systems and keeps the owner role on its own accounts. Noco treats credentials as Confidential Information. The Customer revokes Noco's access when it is no longer needed.

5.7 The Customer keeps its own backups of Customer Materials.

5.8 If the Customer engages its own developers, other agencies or freelancers, the Customer is responsible for their work. Noco is not responsible for changes they make to Deliverables, and Noco's warranty under Article 13 lapses for any part they have changed.

5.9 If the Customer does not meet its obligations, Noco may suspend the Services, reschedule work based on its available capacity, and charge resulting costs and waiting time at the Day Rate. Payment obligations continue to apply.

Article 6. Changes and additional work

6.1 The scope of a Sprint is defined exclusively in the Proposal. Everything else is additional work. The scope of a Subscription is defined in Part C and the Proposal.

6.2 Either party can request a change. Noco then informs the Customer of the effect on fees and timeline. Noco performs the change after the Customer approves it in writing.

6.3 Additional work is charged at the Day Rate or at a fixed fee agreed in writing, and invoiced as stated in the approval or, absent that, monthly in arrears.

6.4 The Customer acknowledges that changes, additional feedback rounds, late input and reopening of approved work affect the fee and timeline. Additional work required because the Customer provided late, incomplete or inaccurate input is always charged as additional work.

6.5 Noco may decline a change that it cannot reasonably fit into its planning or that falls outside its expertise.

Article 7. Fees, invoicing and payment

7.1 Fees are stated in the Proposal in EUR or USD and exclude VAT and other taxes and levies.

7.2 Taxes:

- **Customers established in the Netherlands:** Dutch VAT (BTW), currently 21%, is added.
- **Business customers established elsewhere in the EU:** VAT is reverse charged. The Customer provides a valid VAT identification number.
- **Business customers established outside the EU:** no Dutch VAT is charged. The Customer is responsible for any local taxes.
- **Withholding:** if the Customer is required by law to withhold tax from a payment, it increases the payment so that Noco receives the full invoiced amount.

7.3 Invoices are issued as set out in the applicable Module and the Proposal.

7.4 Invoices are payable within 14 days of the invoice date, in the currency of the invoice, without deduction, set-off or suspension. The Customer bears all bank and transfer charges.

7.5 If the Customer requires a purchase order number, vendor registration or supplier portal submission, the Customer arranges this before the first invoice date. A missing purchase order, delays in vendor onboarding or internal approval processes do not postpone the due date.

7.6 If the Customer does not pay on time, it is in default without further notice. From the due date the Customer owes statutory commercial interest (wettelijke handelsrente, article 6:119a Dutch Civil Code) on the outstanding amount. If Noco takes collection measures, the Customer also owes all extrajudicial collection costs, set at 15% of the outstanding amount with a minimum of €250, together with any judicial costs in full.

7.7 If an invoice is more than seven days overdue, Noco may suspend all Services under all Agreements with the Customer, withhold Deliverables, and withhold or revoke access to staging environments, Platform workspaces and files, until all overdue amounts are paid. Suspension does not affect the Customer's payment obligations.

7.8 The Customer must dispute an invoice in writing, with reasons, within 14 days of the invoice date. The Customer pays the undisputed part on time.

7.9 If Noco invoices in a currency other than the currency of the fee, Noco applies the exchange rate in effect on the invoice date plus a conversion markup of up to 3%. The rate and markup are stated on the invoice.

7.10 Noco may adjust its Day Rate and list prices once per calendar year with effect from 1 January. Fixed fees in signed Proposals are not affected. Price changes for Subscriptions follow Part C.

7.11 Costs of Third-party Materials, Platforms, stock assets, travel and other external expenses are charged at cost, only after the Customer's prior approval.

7.12 If Noco has reasonable grounds to doubt the Customer's ability to pay, Noco may require advance payment or security before starting or continuing the Services.

7.13 If the Agreement is concluded with more than one party, each is jointly and severally liable for all amounts due.

Article 8. Intellectual property

8.1 All intellectual property rights in Pre-existing Materials remain with Noco or its licensors. The Agreement does not transfer them.

8.2 Subject to full payment of all amounts due under the relevant Agreement, Noco assigns to the Customer all intellectual property rights in the Deliverables, to the extent those rights vest in Noco and excluding Pre-existing Materials and Third-party Materials. For Subscriptions, the rights in Deliverables created in a billing period transfer on payment of the invoice for that period. This Article serves as a deed of assignment in advance (akte van overdracht bij voorbaat) within the meaning of article 2 of the Dutch Copyright Act. Noco will sign any further document reasonably required to give effect to the assignment.

8.3 To the extent Pre-existing Materials are incorporated in a Deliverable, Noco grants the Customer, subject to full payment, a perpetual, worldwide, non-exclusive, royalty-free licence to use, copy and modify them as part of that Deliverable. The licence transfers together with the Deliverable.

8.4 Until full payment, the Customer may use Deliverables only to review them for the purpose of the Agreement. Publishing, launching or otherwise using unpaid Deliverables requires Noco's written consent.

8.5 The assignment covers final, approved Deliverables, including the Figma files of approved designs. Concepts, sketches, explorations, alternative directions and other work the Customer did not select remain with Noco, as do Noco's internal working files. Noco will not reuse anything recognisably derived from the Customer's brand identity.

8.6 To the extent permitted by law, Noco waives its moral rights (persoonlijkheidsrechten) under article 25 paragraph 1 sub a to c of the Dutch Copyright Act in respect of Deliverables, without prejudice to Article 18.

8.7 Third-party Materials remain subject to the licence terms of their owners. Noco informs the Customer of Third-party Materials that require a paid licence. The Customer obtains and pays for those licences in its own name, unless the Proposal states otherwise.

8.8 The Customer retains all rights in Customer Materials and grants Noco a non-exclusive licence to use them for the performance of the Services and for Article 18.

8.9 Noco remains free to use the general knowledge, skills, experience, techniques and non-customer-specific solutions it develops or applies during the Services, for any purpose.

8.10 If a third party claims that a Deliverable created by Noco infringes its rights, Noco may, at its own discretion and cost, modify or replace the Deliverable so that it no longer infringes, or obtain the right for the Customer to continue using it. This is the Customer's sole remedy, subject to Article 14, and does not apply to Customer Materials, Third-party Materials chosen by the Customer, or Deliverables changed by anyone other than Noco.

Article 9. Use of AI tools

9.1 Noco uses AI Tools in research, design exploration, copy drafting, development, quality assurance and analysis. AI Tools assist Noco's team. They do not replace its judgement.

9.2 Noco only uses AI Tools under business or enterprise terms that exclude the use of inputs and outputs for model training, or with training switched off. Noco does not enter Confidential Information of the Customer into any AI Tool without that protection.

9.3 Noco only enters personal data into AI Tools in accordance with Article 11.

9.4 A member of Noco's team reviews every Deliverable before delivery. Noco is responsible for AI-assisted Deliverables in the same way as for any other Deliverable.

9.5 Article 8 applies to AI-assisted Deliverables. The Customer acknowledges that the law may give limited or no protection to material generated by AI Tools without sufficient human creative input, and that Noco does not warrant that every element of a Deliverable is protected by copyright. Noco does not knowingly use AI Tools to reproduce protected works of third parties.

9.6 If the Customer does not want AI Tools used for specific materials or tasks, it informs Noco in writing before the work starts. This may affect timeline and fees.

9.7 If a Deliverable contains AI functionality, such as a chatbot, assistant or generated content feature, the Customer is the operator of that functionality and is responsible for its use, its outputs and its compliance with applicable law, including transparency obligations under the EU AI Act.

Article 10. Confidentiality

10.1 Each party keeps the other party's Confidential Information confidential, uses it only for the Agreement, and protects it with at least reasonable care.

10.2 This obligation does not apply to information that is or becomes public through no fault of the receiving party, was lawfully known to the receiving party before disclosure, is lawfully received from a third party without a duty of confidentiality, or is developed independently.

10.3 A party may disclose Confidential Information to its employees, freelancers, subcontractors, group companies and professional advisers who need it for the Agreement and are bound by equivalent confidentiality obligations, and where required by law or a competent authority, after informing the other party where permitted.

10.4 Confidentiality obligations apply during the Agreement and for three years after it ends. Obligations regarding trade secrets apply for as long as the information remains a trade secret.

10.5 On request after the Agreement ends, each party returns or deletes the other party's Confidential Information, except copies kept in routine backups or required to be kept by law, which remain confidential.

10.6 If the parties have signed a separate non-disclosure agreement, it prevails over this Article.

Article 11. Data protection

11.1 Both parties comply with the General Data Protection Regulation (GDPR) and other applicable data protection law.

11.2 To the extent Noco processes personal data on behalf of the Customer, for example through forms, analytics, CRM integrations, CMS content or CRO tooling, the Customer is the controller and Noco is the processor. In that role Noco:

- processes the personal data only on the Customer's documented instructions, which consist of the Agreement and the Customer's written instructions through the agreed channels;
- ensures that everyone it authorises to process the data is bound by confidentiality;
- takes appropriate technical and organisational security measures;
- may engage sub-processors, including the Platforms and tools named in these terms, and informs the Customer on request of the sub-processors it uses;
- assists the Customer, at the Day Rate, with data subject requests and with the Customer's obligations on security, breach notification and impact assessments;
- notifies the Customer without undue delay after becoming aware of a personal data breach affecting the Customer's data;
- deletes or returns the personal data at the end of the Services, at the Customer's choice, unless the law requires storage;
- provides the information reasonably needed to demonstrate compliance with this Article.

If the Customer requires a separate data processing agreement, the parties may agree one in writing. It then prevails over this Article on the processing of personal data.

11.3 As controller, the Customer is responsible for the lawful basis of the processing, its privacy statement, the configuration of consent on its websites and the instructions it gives Noco.

11.4 Noco processes business contact details of the Customer's staff as controller, for relationship management and invoicing, in accordance with Noco's privacy statement.

11.5 Noco and its Platforms may process personal data outside the European Economic Area. Noco only does so with appropriate safeguards, such as an adequacy decision, the EU-US Data Privacy Framework or standard contractual clauses.

Article 12. Third-party Platforms and tools

12.1 Deliverables are built on and operate through Platforms that Noco does not control. Noco is not responsible for the availability, performance, security, pricing, terms, functionality changes or discontinuation of any Platform.

12.2 The Customer enters into its own agreements with Platform providers, preferably with accounts in its own name, and pays all licence, subscription, hosting and usage fees directly, unless the Proposal states otherwise.

12.3 Work required because a Platform changes its features, APIs, pricing or terms is additional work, except where the work falls within an active Subscription.

12.4 Noco may hold partner status with Platform providers, including Webflow and Framer, and may receive partner benefits or referral fees from them. This does not affect the fees the Customer pays Noco.

Article 13. Acceptance and warranty

13.1 Noco submits Deliverables for review. Within five Business Days the Customer either accepts the Deliverable or informs Noco in writing, in one consolidated list, of the Defects it has found.

13.2 A Deliverable is deemed accepted at the earliest of:

1. the end of the review period in Article 13.1 without a consolidated list of Defects;
2. Go-live, publication or any other use of the Deliverable in production or towards third parties;
3. the start of the next phase at the Customer's request.

13.3 Minor Defects that do not prevent use of the Deliverable do not block Acceptance. Noco fixes them under Article 13.5.

13.4 Approved wireframes, designs and copy are the baseline for later phases. Changes to approved work are change requests under Article 6.

13.5 For 30 days after Go-live, or after Acceptance for Deliverables that do not go live, Noco fixes reported Defects free of charge. Websites are supported on the two most recent major versions of Chrome, Safari, Firefox and Edge on desktop, and Safari on iOS and Chrome on Android, at the breakpoints in the approved designs.

13.6 The warranty does not cover:

- changes to content, copy, CMS items or settings made after Acceptance;
- Deliverables changed by the Customer or third parties;

- issues caused by Platforms, Platform updates, hosting, DNS, third-party scripts, embeds or integrations;
- browsers, devices or screen sizes outside Article 13.5;
- incorrect use, or use contrary to Noco's instructions;
- new functionality, improvements or changes in requirements.

13.7 Articles 13.5 and 13.6 contain Noco's full warranty. Noco gives no other warranty, express or implied. Noco does not warrant specific business results, including conversion rates, leads, revenue, search engine rankings, visibility in AI answer engines, traffic or experiment outcomes.

13.8 Noco designs and builds in line with good accessibility practice. Noco does not warrant compliance with WCAG, the European Accessibility Act, sector regulation or other legal requirements for the Customer's website or content, unless the Proposal expressly includes an audit or compliance scope.

Article 14. Liability

14.1 Noco is only liable for direct damage resulting from an attributable failure to perform the Agreement.

14.2 Direct damage means exclusively:

- reasonable costs to make Noco's performance conform to the Agreement, unless the Customer has terminated the Agreement;
- reasonable costs to establish the cause and extent of the damage, insofar as they relate to direct damage;
- reasonable costs to prevent or limit direct damage, insofar as the Customer shows that these costs led to such limitation.

14.3 Noco is never liable for indirect or consequential damage, including lost profit, lost revenue, lost savings, lost leads, business interruption, reputational damage, loss of search or answer engine visibility, loss or corruption of data, claims from third parties, and fines or penalties imposed on the Customer.

14.4 Noco's total liability per event, with a series of connected events counting as one event, is limited to:

- **for a Sprint:** the fee for that Sprint, excluding VAT;
- **for a Subscription:** the fees paid by the Customer for that Subscription in the six months before the event, excluding VAT;
- **for other Services:** the fees invoiced for those Services in the six months before the event, excluding VAT.

Noco's total liability per calendar year never exceeds the highest of these amounts. If Noco's professional liability insurance pays out in a given case, Noco's liability is in any case limited to the amount paid out, plus the deductible.

14.5 The limitations and exclusions in this Article do not apply to damage caused by intent or deliberate recklessness (opzet of bewuste roekeloosheid) of Noco's management.

14.6 A right to compensation only arises if the Customer reports the damage to Noco in writing as soon as possible after it occurs, and in any case within 30 days of discovering it. Every claim against Noco expires 12 months after the Customer became aware or could reasonably have become aware of the facts underlying it.

14.7 The Customer indemnifies Noco against all third-party claims related to Customer Materials, the content of the Customer's website and channels, the Customer's processing of personal data as controller, and the Customer's use of the Deliverables.

14.8 Noco's employees, freelancers, subcontractors and group companies may invoke this Article and Article 13 as if they were a party to the Agreement.

Article 15. Force majeure

15.1 Neither party is liable for a failure to perform caused by circumstances beyond its reasonable control. For Noco these include outages, failures or changes of Platforms, cloud and hosting providers; cyberattacks not caused by Noco's negligence; failures of power or internet; epidemics; war, terrorism and civil unrest; government measures, sanctions and export controls; and sudden illness or unavailability of key team members where replacement is not reasonably possible.

15.2 During force majeure, the affected obligations are suspended. If force majeure lasts longer than 60 days, either party may terminate the Agreement in writing without liability for damages. The Customer pays for the work Noco performed until that moment.

Article 16. Term, suspension and termination

16.1 The term of the Agreement follows from the Proposal and the applicable Module.

16.2 The Customer may only terminate or cancel the Agreement as provided in these terms and the Proposal. The Customer's right to terminate an assignment at any time under article 7:408 of the Dutch Civil Code is excluded.

16.3 Either party may terminate the Agreement in writing if the other party materially breaches it and fails to remedy the breach within 15 days after a written notice describing the breach.

16.4 Either party may terminate the Agreement in writing with immediate effect if the other party is declared bankrupt, applies for or is granted a suspension of payments, is dissolved or liquidated, ceases its business, or has a substantial part of its assets attached.

16.5 Noco may terminate the Agreement with immediate effect if continuing it would require Noco to breach the law or sanctions, or if the Customer's conduct towards Noco's team is abusive.

16.6 On termination for any reason:

- all invoiced and accrued amounts become immediately payable, including fees for work performed but not yet invoiced;
- performance already rendered is not undone and amounts already paid are not refunded, unless termination results from Noco's material breach, in which case Noco refunds the prepaid fees for Services not yet performed;
- intellectual property only transfers for Deliverables that have been paid in full;
- Noco cooperates with a handover of paid Deliverables to the Customer or its new provider. Handover work beyond transferring the Platform project and final design files is charged at the Day Rate.

16.7 Articles that by their nature are intended to continue after termination survive it, including Articles 7, 8, 10, 14, 17, 18 and 21.

Article 17. Non-solicitation

17.1 During the Agreement and for 12 months after it ends, neither party will, directly or indirectly, employ or engage any employee or freelancer of the other party who was involved in the Services, without the other party's written consent.

17.2 A party that breaches Article 17.1 owes the other party, per person, an immediately payable fee equal to six months of the gross remuneration that person receives in the new role, without prejudice to the right to claim full damages.

17.3 Responses to general job advertisements not targeted at the other party's staff do not breach this Article.

Article 18. Publicity and portfolio

18.1 After Go-live, or after delivery for Deliverables that do not go live, Noco may name the Customer as a customer and show the Deliverables in its portfolio, website, case studies, social channels, proposals, award submissions and podcasts. Noco does not disclose

Confidential Information in doing so. The Customer may object in writing before the Services start.

18.2 Noco publishes customer quotes, performance figures and named case studies only with the Customer's approval.

18.3 Noco may place a discreet credit on websites it builds, such as a link in the footer or a comment in the source code, unless the Customer objects in writing.

18.4 The Customer may name Noco as its design and development partner.

Article 19. Subcontracting and team

19.1 Noco may involve employees of Eli5 group companies, freelancers and subcontractors in the Services. Noco remains responsible for their work towards the Customer.

19.2 Noco's team works remotely from several countries. Personal data is processed in accordance with Article 11.

Article 20. Miscellaneous

20.1 The Customer may not assign or transfer the Agreement without Noco's written consent. Noco may transfer the Agreement to a group company or to a successor of its business, after informing the Customer.

20.2 Notices of default, termination and cancellation must be sent by email to the contact address the other party designated in the Proposal, or to info@noco.agency for Noco, and are effective on receipt.

20.3 If a provision of these terms is void or annulled, the other provisions remain in force. The parties replace the invalid provision with a valid provision that comes as close as possible to its purpose.

20.4 The Agreement contains everything the parties agreed on its subject and replaces all earlier proposals, correspondence and arrangements.

20.5 A party's failure or delay in enforcing a right does not waive that right.

20.6 Electronic signatures and signatures through PandaDoc, DocuSign or similar services are valid and binding.

20.7 Noco may keep copies of Deliverables and project records for its administration, its legal obligations and Article 18, subject to Article 10.

20.8 Each party complies with applicable anti-bribery, anti-corruption, sanctions and export control laws.

20.9 The parties are independent contractors. Nothing in the Agreement creates an employment relationship, partnership or joint venture.

20.10 These terms are drafted in English. If they are translated, the English version prevails.

Article 21. Governing law and disputes

21.1 The Agreement and all disputes arising from or related to it are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

21.2 The parties first try to resolve a dispute through good-faith negotiation between senior representatives within 30 days after a party raises it in writing. The parties may jointly agree to mediation.

21.3 If the dispute is not resolved:

- disputes with a value up to €25,000, and all claims for payment of invoices regardless of value, are submitted exclusively to the competent court in Amsterdam, the Netherlands;
- all other disputes are finally settled by arbitration under the Arbitration Rules of the Netherlands Arbitration Institute (NAI), by one arbitrator, seated in Amsterdam, in the English language.

21.4 Each party may always seek interim relief, including through summary proceedings (kort geding) or an attachment, from the competent court in Amsterdam.

Part B: Sprint Module

This Module applies in addition to Part A to every Sprint, including the Brand Sprint, Startup Website Sprint, Enterprise Website Sprint, Design Sprint and Feature Sprint.

B1. Scope and fee

B1.1 A Sprint has a fixed scope and a fixed fee, both stated in the Proposal. The scope consists exclusively of the deliverables, page counts, templates, visuals, integrations and feedback rounds listed in the Proposal.

B1.2 Effort estimates, day counts and scope weightings in the Proposal explain how the fee is built up. They do not create an obligation for Noco to spend a specific number of days.

B2. Planning and start

B2.1 Noco reserves a slot in its planning once the Agreement is concluded. Unless the Proposal states otherwise, the Sprint starts after Noco has received the first payment.

B2.2 The Customer may move the agreed start date once, free of charge, by informing Noco in writing at least ten Business Days in advance. The new start date depends on Noco's available capacity.

B3. Phases, feedback and approval

B3.1 Each phase or milestone includes the number of feedback rounds stated in the Proposal, and one consolidated round if the Proposal is silent. Additional rounds are additional work.

B3.2 Feedback is given in one consolidated list per round, through the agreed channels (MarkUp.io for staged builds, comments in Figma for designs).

B3.3 Approval of a phase locks it. Reopening an approved phase is a change request.

B4. Payment

B4.1 Unless the Proposal states otherwise:

- **Feature Sprints:** 100% is invoiced on the date the Agreement is concluded.
- **All other Sprints:** 50% is invoiced when the Agreement is concluded, and 50% on delivery of the website to the Customer's Platform workspace before Go-live, or on delivery of the final Deliverables for Sprints without a website.

B4.2 Go-live, publication and transfer of the Platform project take place only after full payment.

B5. Customer delays and dormant Sprints

B5.1 If the Sprint cannot progress for more than ten Business Days because the Customer has not provided input, content, access, feedback or approvals, Noco may release the reserved team and reschedule the remaining work based on its available capacity. Remobilising the team may be charged at the Day Rate, up to one day.

B5.2 If the Sprint cannot progress for more than 20 Business Days for the same reasons, all remaining invoices under the Proposal become due immediately, regardless of the milestones they are linked to. This also applies when a Proposal sets a fixed number of weeks after signing for the final invoice.

B5.3 If the Customer does not resume the Sprint within six months after Article B5.2 applies, Noco's remaining obligations lapse and the Sprint is considered completed. Fees paid are not refunded.

B6. Cancellation by the Customer

B6.1 If the Customer cancels a Sprint after the Agreement is concluded, it owes the higher of:

- the first instalment under the Proposal; and
- the work performed until cancellation, calculated at the Day Rate,

capped at the total fee. Amounts already paid above that are refunded.

B6.2 For Feature Sprints, the full fee remains due once the Sprint has started.

B7. Content, copy and migration

B7.1 The Customer provides final copy and content unless copywriting is included in the Proposal. Noco may use placeholder content in designs and builds. Noco is not responsible for delays caused by late content.

B7.2 A first copy pass, where included, is a working draft based on the Brand Sprint or the input provided. Final copy, proofreading, legal review and translation are the Customer's responsibility unless the Proposal states otherwise.

B7.3 Content migration is based on a clean, complete export provided by the Customer in a format Noco agrees to. Noco migrates content as provided and does not proofread, rewrite or correct it. Cleaning or restructuring source data is additional work.

B8. Launch and handover

B8.1 The parties agree the Go-live date together. The Customer is responsible for domains, DNS records, email routing and third-party accounts unless the Proposal includes them. Noco is not liable for downtime or email disruption during DNS changes.

B8.2 At handover, Noco transfers the Platform project to the Customer's workspace and shares the Figma files of the approved designs, and provides the onboarding described in the Proposal.

B8.3 After the warranty period in Article 13.5, further work is performed under a Subscription, a Feature Sprint or an SLA under Part D.

B9. Brand Sprints

B9.1 The Customer ensures that its decision-makers attend the working sessions. Outcomes of sessions the Customer's decision-makers did not attend are binding as the agreed direction.

B9.2 Brand Sprint outputs are strategic and creative recommendations. Noco does not perform trademark, domain or company name clearance searches and does not warrant that names, logos, taglines or other brand elements are available for registration or free of third-party rights. The Customer arranges such checks before using or registering them.

B9.3 Brand master prompts for AI Tools, where included, are delivered as a working tool. Article 9.5 applies to their outputs.

Part C: Subscription Module

This Module applies in addition to Part A to every Subscription, including the CRO, DESIGN and PRO Subscriptions and any custom or multi-workstream variant.

C1. Capacity model

C1.1 A Subscription provides capacity, defined as a number of Active Tasks running at the same time. Unless the Proposal states otherwise:

Subscription	Active Tasks at a time
DESIGN	One design task per workstream
PRO	One design task and one development task
CRO	One monthly optimisation cycle, as described in the Proposal

C1.2 The Customer may submit unlimited requests to the Board and request unlimited revisions on an Active Task. Noco works through the queue in the Customer's order of priority.

C1.3 A Subscription does not guarantee a number of hours, days or Deliverables per month. Output depends on the size and complexity of the requests.

C1.4 Noco may split large requests into smaller Active Tasks. Requests that amount to a separate project, such as a full redesign, a new website, a brand identity or complex custom development, fall outside the Subscription and are scoped separately.

C2. Requests and response times

C2.1 Requests are submitted through the Board with a clear objective, the necessary assets and context, and a priority. Noco reviews each request before scheduling it and may ask for clarification.

C2.2 Noco acknowledges new requests on the same Business Day if submitted during working hours, and gives an actionable follow-up within two Business Days. These are response times, not delivery or resolution times.

C2.3 Requests the Customer requires within 24 hours, other than bug fixes in a PRO Subscription, fall outside the standard workflow and are charged at the Day Rate.

C3. Term, renewal and cancellation

C3.1 The Subscription starts on the start date in the Proposal or, absent that, on the date the Agreement is concluded.

C3.2 Unless the Proposal sets a committed term, the Subscription runs per monthly billing period and renews automatically. Either party may cancel it in writing at least 30 days before the next billing date.

C3.3 If the Proposal sets a committed term, the Subscription cannot be cancelled before the end of that term. After the committed term it continues on a monthly basis under Article C3.2, unless the Proposal states otherwise.

C3.4 If the Proposal sets a minimum number of workstreams, the Customer may reduce workstreams only to that minimum, with 30 days' written notice before the next billing date.

C4. Pause

C4.1 The Customer may pause a Subscription once per 12 months, for up to 60 days, by informing Noco in writing at least 30 days before the next billing date. No fees are due during the pause.

C4.2 During a pause the queue is frozen and Noco may assign the team elsewhere. On resumption, Noco restarts within ten Business Days.

C4.3 A pause extends any committed term by the length of the pause.

C5. Fees and invoicing

C5.1 Subscription fees are invoiced monthly in advance on the billing date, unless the Proposal provides for annual prepayment.

C5.2 Unused capacity does not roll over to later periods and does not entitle the Customer to a refund or reduction.

C5.3 Noco may adjust Subscription fees with effect from the start of a new billing period, for example due to cost increases, inflation or additions to the service, by informing the Customer in writing at least 30 days in advance. Fees in a committed term are fixed for that term. The Customer may cancel the Subscription with effect from the date the new fee applies. Continuing the Subscription after that date constitutes acceptance of the new fee.

C5.4 If an invoice is more than seven days overdue, Noco may pause the Subscription under Article 7.7. A pause for non-payment does not count as a pause under Article C4 and does not suspend the Customer's payment obligations.

C6. Intellectual property

C6.1 Article 8.2 applies per billing period: rights in Deliverables created in a billing period transfer on payment of that period's invoice.

C7. CRO

C7.1 CRO Services consist of analysis, recommendations, experiments and design-led improvements. Noco does not guarantee any improvement in conversion, revenue or other metrics. An experiment may temporarily reduce performance; that is part of testing.

C7.2 The Customer approves experiments that affect pricing, legal texts, claims, or regulated content before they go live.

C7.3 Tracking, dashboards and analysis depend on the Customer's consent configuration and on data from third-party analytics Platforms. Noco does not warrant the accuracy or completeness of that data.

C8. End of the Subscription

C8.1 At the end of the Subscription, Noco delivers the paid Deliverables of Active Tasks in their current state, provides an export of the Board on request, and ends its access to the Customer's Platforms. Completing open Active Tasks after the end date is additional work.

Part D: Platform, Hosting and SLA Module

This Module applies in addition to Part A whenever Noco works in, builds on, hosts on or supports a Platform such as Webflow or Framer.

D1. Workspaces and ownership

D1.1 Noco may build a website in its own Platform workspace and transfer it to the Customer's workspace at handover, or build directly in the Customer's workspace. The Proposal states which applies.

D1.2 The Customer holds the owner role on its own workspace, site plan, domains and connected accounts. Noco works with the role it needs, such as designer or editor access.

D1.3 While a project sits in Noco's workspace, Noco may charge the Customer the site plan and hosting costs at cost from the moment the site is published. Noco transfers the project only after full payment.

D2. Security and access

D2.1 The Customer manages users, permissions and two-factor authentication on its own accounts, and removes access for people who no longer need it, including Noco's team after the Services end.

D2.2 Noco does not install code, scripts or apps provided by the Customer or third parties without the Customer's instruction. The Customer is responsible for third-party scripts it instructs Noco to add, including their effect on performance, privacy and security.

D3. Availability, backups and data

D3.1 Hosting, uptime, performance of the hosting infrastructure, backups and security of the Platform are the responsibility of the Platform provider under its own terms. Noco does not guarantee uptime or availability of any Platform.

D3.2 Noco relies on the Platform's native backup and versioning features. Noco is not liable for loss of content or data on a Platform.

D3.3 Domains, DNS, email, cookie consent tools and analytics accounts remain the Customer's responsibility, unless the Proposal assigns a task to Noco.

D4. Service Level Agreements

D4.1 An SLA is a separate, limited arrangement for incidents in which the Customer's website is down or materially broken. It covers response targets and coverage hours. It does not cover new pages, iterations or improvements; those belong in a Subscription or a Feature Sprint.

D4.2 The terms of an SLA, including response targets, coverage hours and fees, are agreed in writing per Customer, typically after Go-live. Without a signed SLA or an active Subscription, Noco has no obligation to respond to incidents within a specific time.

D4.3 Response targets in an SLA are targets for Noco's first response and start of work. They are not guarantees of resolution, since resolution may depend on the Platform provider.

D4.4 Incidents caused by the Customer, its other suppliers, third-party scripts or the Platform provider may be handled under the SLA but are charged at the Day Rate, unless the SLA states otherwise.

Noco General Terms and Conditions, version 2.0, effective 3 November 2026

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