

General Terms and Conditions of Unlocked. Agency

Version: September 2026

Article 1. Definitions

1.1 General Terms and Conditions

These General Terms and Conditions of Unlocked. Agency.

1.2 Unlocked. Agency

Unlocked. Agency, provider of marketing and related services, having its place of business at Hoofdstraat 43, 5481 AA Schijndel, the Netherlands, and registered with the Dutch Chamber of Commerce under number 88606708, hereinafter referred to as "Unlocked. Agency" or the "Agency".

1.3 Client

Any natural person acting in the course of a profession or business, or any legal entity, for whom Unlocked. Agency performs Services, with whom Unlocked. Agency negotiates regarding the conclusion of an Agreement, or with whom Unlocked. Agency has entered into an Agreement.

1.4 Agreement

Any agreement between Unlocked. Agency and the Client relating to the provision of Services, including any accepted proposal, quotation, statement of work, assignment or other written agreement.

1.5 Services

All marketing, advertising, strategy, creative, website, email marketing, consultancy and other services provided or to be provided by Unlocked. Agency.

1.6 Fees

The fees payable for the Services provided by Unlocked. Agency, excluding VAT and other applicable taxes unless expressly stated otherwise.

1.7 Support Services

The adjustment or modification of texts, images, websites, advertising materials, communication channels and campaigns, as well as optimisation work performed at the request of the Client.

1.8 Third Party Platforms

External software, advertising platforms, social media platforms, hosting providers, analytics tools, email marketing platforms and other third party services used in connection with the performance of the Services.

Article 2. Applicability

2.1 These General Terms and Conditions apply to all oral and written quotations, proposals, offers, Agreements and other legal relationships between Unlocked. Agency and the Client, as well as to Services provided under any trade name used by Unlocked. Agency.

2.2 By accepting an offer, proposal or quotation from Unlocked. Agency, or by instructing Unlocked. Agency to commence the Services, the Client accepts the applicability of these General Terms and Conditions.

Any general terms and conditions used by the Client are expressly rejected unless Unlocked. Agency has accepted their applicability in writing.

2.3 These General Terms and Conditions also apply to additional assignments, extensions and subsequent assignments provided by the Client.

2.4 Deviations from these General Terms and Conditions are valid only if expressly agreed in writing and apply solely to the Agreement for which such deviation has been agreed.

2.5 If one or more provisions of these General Terms and Conditions are invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

The parties shall replace the invalid or unenforceable provision with a valid provision that reflects the purpose and commercial intention of the original provision as closely as reasonably possible.

Article 3. Quotations, Agreements and Performance of Services

3.1 All quotations, proposals and offers made by Unlocked. Agency, whether oral or written, are non binding and valid for a period of thirty days unless expressly stated otherwise.

3.2 Unlocked. Agency cannot be held to an offer or quotation if the Client knew or reasonably should have understood that the offer or quotation contained an obvious error, clerical mistake or omission.

3.3 Unlocked. Agency reserves the right to refuse an assignment without stating reasons.

3.4 Quotations, offers and prices relating to a particular assignment do not automatically apply to future assignments.

3.5 All prices and Fees are exclusive of VAT and other applicable taxes unless expressly stated otherwise.

3.6 Quotations and Agreements are based on the performance of Services during normal working hours and under normal working conditions.

If the Client requests work outside normal working hours, under exceptional circumstances or outside the agreed scope, Unlocked. Agency may regard such work as additional work and charge additional Fees.

3.7 Additions, amendments and changes to the Agreement or scope of Services shall, where reasonably possible, be confirmed in writing or by email.

3.8 Unlocked. Agency is entitled to engage employees, freelancers, subcontractors and other third parties for the performance of the Agreement.

Unless otherwise stated in the Agreement, the costs of such parties engaged by Unlocked. Agency for its own internal performance shall be borne by Unlocked. Agency.

3.9 Unlocked. Agency shall perform the Agreement to the best of its knowledge and ability and in accordance with the standards reasonably expected from a professional marketing agency.

Unless expressly guaranteed in writing, Unlocked. Agency undertakes an obligation to use reasonable professional efforts and does not guarantee any specific commercial, financial, advertising or other result.

3.10 The Client shall provide all cooperation reasonably required for the proper and timely performance of the Agreement.

This includes providing accurate information, materials, approvals, login credentials, access rights, advertising accounts, tracking systems and other resources reasonably required by Unlocked. Agency.

Unlocked. Agency shall not be responsible for delays or deficiencies resulting from the Client's failure to provide such cooperation in a timely manner.

3.11 Unless expressly agreed otherwise in writing, an ongoing Agreement may be terminated by either party on a monthly basis subject to a notice period of thirty days.

Termination must be given in writing or by email.

An agreed fixed term, minimum term or different notice period shall prevail over this provision.

3.12 The nature or scope of a Service may change during the term of the Agreement.

Any material change shall be discussed with the Client and implemented following approval by the Client.

Unlocked. Agency may determine whether a revised quotation or additional Fee is required as a result of the requested change.

3.13 Advertising budgets and external costs

Unless expressly included in the Agreement, advertising spend, media budgets, software costs, licences, platform fees, production costs, influencer fees and other third party costs are not included in the Fees charged by Unlocked. Agency.

Such costs shall be payable separately by the Client.

3.14 Third Party Platforms

Unlocked. Agency may use Third Party Platforms in performing the Services.

Unlocked. Agency does not control and cannot guarantee the continuous availability, functionality, policies, algorithms, approval processes or performance of such platforms.

Changes, interruptions, account restrictions, suspensions, rejected advertisements, tracking limitations or other actions by a Third Party Platform shall not in themselves constitute a breach of the Agreement by Unlocked. Agency.

Article 4. Liability

4.1 Unlocked. Agency accepts liability for damages only to the extent provided for in this Article and to the extent such liability cannot lawfully be excluded.

4.2 Except in the event of intentional misconduct or gross negligence on the part of Unlocked. Agency, Unlocked. Agency, its directors, employees, contractors and third parties engaged by it shall not be liable for damage resulting from any act or omission in connection with the performance of the Agreement except as expressly provided in this Article.

4.3 Any liability of Unlocked. Agency shall be limited to direct damages only.

Subject to mandatory law, the total liability of Unlocked. Agency arising out of or in connection with an Agreement shall be limited to the invoice value of the specific Services or assignment that directly gave rise to the damage, with an absolute maximum of €2,500 per event or series of related events.

For the purposes of these General Terms and Conditions, direct damages shall exclusively include:

- A. Reasonable costs incurred to determine the cause and extent of the direct damage;
- B. Reasonable costs necessary to bring the performance of Unlocked. Agency into conformity with the Agreement, provided that such costs shall not be reimbursed if the Client has terminated the Agreement in respect of that performance; and
- C. Reasonable costs incurred to prevent or limit direct damage, provided that the Client demonstrates that these costs actually resulted in the prevention or limitation of such direct damage.

Unlocked. Agency shall not be liable for any indirect or consequential damages, including but not limited to loss of profit, loss of revenue, loss of expected savings, loss of business opportunities, loss of goodwill, reputational damage or loss of data.

4.4 To the fullest extent permitted by law, Unlocked. Agency shall not be liable for acts or omissions of independent third parties, suppliers, platforms, contractors or service providers used in connection with the performance of the Agreement.

4.5 Client materials

Unlocked. Agency shall not be liable for loss, corruption, destruction or damage to materials, files, images, texts, data or other items supplied by the Client.

The Client is responsible for maintaining suitable backups of all materials provided to Unlocked. Agency.

The Client warrants that it has all rights and permissions required for the use of any texts, images, trademarks, footage, music, databases and other materials supplied to Unlocked. Agency.

The Client remains responsible for the legal consequences of materials and information supplied or published on the Client's behalf based on the Client's instructions.

4.6 Content and approvals

The Client remains responsible for reviewing and approving advertising materials, websites, claims, texts, campaigns and other content before publication where approval has been requested.

The Client is responsible for ensuring that its products, services, offers, claims and business operations comply with applicable laws and regulations.

Unlocked. Agency shall exercise reasonable professional care but does not provide legal, tax or regulatory advice unless expressly agreed otherwise.

Unlocked. Agency shall not be liable for damages arising solely from information, claims, instructions or materials supplied or approved by the Client.

4.7 Platforms and advertising results

Unlocked. Agency shall not be liable for changes made by Meta, Google, TikTok, Shopify, Klaviyo or any other Third Party Platform, including changes to algorithms, advertising policies, attribution, tracking, platform functionality or account availability.

Unlocked. Agency shall also not be liable for advertising accounts being restricted, suspended or disabled by a platform unless this is directly caused by intentional misconduct or gross negligence by Unlocked. Agency.

Article 5. Force Majeure

5.1 Unlocked. Agency shall not be required to perform any obligation under the Agreement if performance is prevented, delayed or made unreasonably difficult by circumstances beyond its reasonable control and which cannot be attributed to Unlocked. Agency under applicable law.

Force majeure includes, without limitation:

- A. war, threat of war, terrorism or civil unrest;
- B. strikes and industrial action;
- C. fire, water damage, flooding and extreme weather conditions;
- D. epidemics, pandemics or government restrictions;
- E. prolonged power failures;
- F. internet, hosting, server, telecommunications or network failures;
- G. cyber incidents beyond the reasonable control of Unlocked. Agency;
- H. outages or material failures of Third Party Platforms;
- I. changes, maintenance or failures affecting telecommunications or electricity networks;
- J. cable failures or failures of communication connections; and
- K. failures, delays, restrictions or refusals by suppliers or other third parties on whom Unlocked. Agency reasonably depends for the performance of the Agreement.

5.2 If a force majeure situation continues for more than thirty consecutive days, Unlocked. Agency shall have the right to terminate the Agreement in whole or in part by written notice.

If Unlocked. Agency has already partially performed the Agreement or is able to perform part of it, Unlocked. Agency may separately invoice the Services already performed or capable of being performed.

No compensation shall be payable for damages caused by force majeure.

5.3 A failure by Unlocked. Agency to perform the Agreement as a result of force majeure shall not entitle the Client to claim damages.

5.4 During a temporary force majeure situation, Unlocked. Agency may suspend the affected obligations and applicable delivery dates and deadlines shall be extended by at least the duration of the force majeure situation.

Once the force majeure situation has ended, Unlocked. Agency shall be entitled to resume performance unless the Agreement has already been lawfully terminated.

Article 6. Intellectual Property Rights

6.1 Any transferable rights or materials to be delivered to the Client shall remain the property of Unlocked. Agency until the Client has fully paid all amounts due under the relevant Agreement, including any interest, costs and additional amounts arising from late payment.

6.2 All intellectual property rights relating to methods, strategies, concepts, frameworks, templates, software, processes, designs, working methods, know how and other materials created, developed or used by Unlocked. Agency shall remain vested in Unlocked. Agency or its licensors unless expressly agreed otherwise in writing.

6.3 Client use of final deliverables

Following full payment of all amounts due under the relevant Agreement, the Client may use final materials specifically created and delivered for the Client for the purpose for which they were created, unless otherwise agreed.

This right of use does not transfer ownership of Unlocked. Agency's underlying methodologies, systems, templates, working files, software, know how or other pre existing intellectual property.

The Client may not reproduce, publish, sell, license or commercially exploit Unlocked. Agency's internal methods, templates, systems, contracts, processes or other protected intellectual property outside the agreed purpose without prior written consent from Unlocked. Agency.

6.4 Unless otherwise agreed in writing, Unlocked. Agency may include its name or attribution in works it creates where this is customary and reasonable.

6.5 Unless expressly agreed otherwise in writing, ownership of Unlocked. Agency's working files, source materials, concepts, internal documentation and underlying intellectual property shall remain with Unlocked. Agency.

6.6 If a third party infringes an intellectual property right belonging to Unlocked. Agency, Unlocked. Agency may take any legal or other action reasonably necessary to stop such infringement.

The Client shall provide reasonable cooperation where required.

6.7 Concepts and confidential materials

Concepts, proposals, strategies, methodologies, names, images, designs, sketches and other preliminary materials supplied by Unlocked. Agency may only be used for the purpose for which they were supplied.

The Client shall keep such materials confidential and shall not disclose them to third parties except where reasonably necessary for the performance of the Agreement.

The Client shall ensure that any third party receiving such materials is subject to equivalent confidentiality obligations.

If the Client breaches this provision, the Client shall owe Unlocked. Agency an immediately payable contractual penalty of **€3,000 per breach**, without prior notice of default being required.

Payment of this penalty shall not affect Unlocked. Agency's right to seek performance, injunctive relief or compensation for damages exceeding the amount of the penalty, to the extent permitted by law.

6.8 Client supplied intellectual property

The Client warrants that the use by Unlocked. Agency of materials supplied by or on behalf of the Client does not infringe any third party intellectual property rights.

The Client shall indemnify Unlocked. Agency against third party claims resulting from the use of such materials, except to the extent the claim results from conduct attributable to Unlocked. Agency.

Article 7. Confidentiality and Personal Data

7.1 Confidentiality

The Client and Unlocked. Agency shall keep strictly confidential all confidential business, commercial, technical and other information received from or relating to the other party and its business relations.

Information shall in any event be considered confidential if it has been identified as such or if its confidential nature should reasonably be understood from the circumstances.

7.2 If the Client breaches Article 7.1, the Client shall owe Unlocked. Agency an immediately payable contractual penalty of **€2,500 per breach**, without prejudice to Unlocked. Agency's right to claim compensation for damages exceeding the amount of the penalty to the extent permitted by law.

7.3 Personal data

Each party shall comply with applicable privacy and data protection legislation, including the General Data Protection Regulation.

The Client is responsible for ensuring that personal data provided to or made accessible to Unlocked. Agency has been collected lawfully and may lawfully be processed for the purposes contemplated by the Agreement.

Where Unlocked. Agency processes personal data on behalf of the Client as a processor within the meaning of the GDPR, the parties shall enter into a data processing agreement where required by applicable law.

7.4 The Client shall indemnify Unlocked. Agency against third party claims, regulatory claims, fines, costs and damages resulting from an infringement of data protection legislation attributable to the Client, including the Client's instructions, collection of data or failure to establish an appropriate lawful basis, to the extent permitted by law.

7.5 Data security and statistics

Unlocked. Agency shall take reasonable technical and organisational measures appropriate to the nature of the Services and the personal data processed.

No information system is entirely risk free and Unlocked. Agency does not guarantee absolute security.

Unlocked. Agency may use aggregated or anonymised statistical information generated in connection with the Services for internal analysis, benchmarking and improvement of its Services, provided that such information cannot reasonably be used to identify the Client's customers or other natural persons.

7.6 The provisions of this Article relating to confidentiality and obligations intended by their nature to continue shall survive termination or expiry of the Agreement.

Article 8. Delivery

8.1 Unlocked. Agency shall deliver the Services or deliverables in the manner agreed with the Client.

The Services or deliverables shall be deemed completed or delivered when Unlocked. Agency informs the Client that they have been completed or when it is otherwise reasonably apparent to both parties that the agreed work has been completed.

Where the deliverable consists of a website, the website may be hosted on infrastructure used by Unlocked. Agency or installed with a hosting provider designated by the Client.

8.2 Any delivery dates or completion dates communicated by Unlocked. Agency are estimates unless expressly agreed in writing to be final and binding deadlines.

A delay in an estimated delivery date shall therefore not automatically constitute a breach of the Agreement and shall not entitle the Client to compensation.

Article 9. Performance, Warranties and Complaints

9.1 Unlocked. Agency does not provide guarantees regarding the outcome or commercial results of an assignment unless such guarantee has been expressly agreed in writing.

References in proposals, forecasts, plans, presentations, budgets or calculations to expected results, advertising results, revenue, returns, conversions or other outcomes are estimates and shall not constitute guarantees.

The Client acknowledges that marketing results may be influenced by factors outside the control of Unlocked. Agency.

9.2 Complaints regarding Services performed by Unlocked. Agency must be submitted in writing and in sufficient detail within **five days** after the relevant Services have been performed or delivered, or within five days after the Client could reasonably have discovered the alleged deficiency.

A complaint may be submitted by email or other written communication that can be retained as evidence.

If the Client fails to submit a timely complaint, the Services shall be deemed accepted, without prejudice to rights that cannot legally be excluded.

9.3 Submission of a complaint does not suspend the Client's payment obligations.

9.4 Unlocked. Agency may terminate or suspend the Agreement if the Client fails to comply with its obligations and, where legally required, fails to remedy that breach within a reasonable period following written notice of default.

Article 10. Payment

10.1 The Client shall pay all invoices, including Fees, additional work, advances and other agreed costs, within **seven days of the invoice date**, unless Unlocked. Agency and the Client have expressly agreed otherwise in writing.

10.2 Where Unlocked. Agency develops a website, the agreed Fee must be paid in full before the website is made publicly available unless otherwise agreed in writing.

10.3 Late payment

If the Client fails to pay within the applicable payment period, the Client shall be in default without further notice being required, to the extent permitted under applicable law.

Unlocked. Agency may charge the applicable statutory commercial interest from the date on which payment became due.

All reasonable extrajudicial and judicial collection costs incurred in recovering overdue amounts shall be payable by the Client.

Unless mandatory law provides otherwise, extrajudicial collection costs shall amount to at least **10% of the outstanding amount, with a minimum of €250.**

Where a mandatory statutory collection costs regime applies, the applicable statutory regime shall prevail.

10.4 Hourly work

If no fixed Fee has been agreed, Fees shall be determined based on the actual time spent performing the Services.

The applicable hourly rates communicated by Unlocked. Agency shall apply.

If no specific hourly rate has been agreed, the standard hourly rate shall be **€ 75,- excluding VAT.**

10.5 Advance payment

Unlocked. Agency may require the Client to make an advance payment before commencing or continuing the Services.

Where an advance payment has been requested, Unlocked. Agency shall not be required to commence the relevant Services until the advance payment has been received.

Unlocked. Agency shall not be liable for delays or damages resulting from the Client's failure to pay the requested advance on time.

10.6 Suspension

Unlocked. Agency may suspend performance of its obligations if the Client fails to comply with its payment or other material obligations.

Unlocked. Agency may also suspend performance where, following conclusion of the Agreement, circumstances become known that give Unlocked. Agency reasonable grounds to believe that the Client will not fulfil its payment obligations.

10.7 Insolvency

All amounts payable by the Client shall become immediately due and payable if the Client:

- A. is declared bankrupt;
- B. applies for or is granted a suspension of payment;
- C. enters liquidation;
- D. ceases its business activities; or
- E. becomes subject to a statutory debt restructuring procedure,
- F. the extent permitted by applicable law.

10.8 Third party beneficiary or principal

The Client remains fully responsible for payment of all outstanding amounts even if the Client states that the Agreement was entered into for the benefit of, or on behalf of, a third party, unless Unlocked. Agency expressly agreed in writing that such third party would replace the Client as contracting party.

10.9 The Client may not set off amounts owed to Unlocked. Agency against alleged counterclaims or suspend payment on that basis unless Unlocked. Agency has acknowledged the counterclaim in writing or the counterclaim has been irrevocably established by a competent court.

Article 11. Governing Law and Disputes

11.1 All Agreements, quotations, assignments and other legal relationships between Unlocked. Agency and the Client shall be governed exclusively by the laws of the Netherlands.

11.2 Any dispute arising out of or in connection with an Agreement or these General Terms and Conditions shall, to the extent legally permitted, be submitted exclusively to the competent court of the **District Court of Oost Brabant, location 's-Hertogenbosch**, the Netherlands.

This provision does not affect any mandatory rules regarding jurisdiction that cannot legally be excluded.

Article 12. Final Provisions

12.1 If these General Terms and Conditions are available in more than one language, the English language version shall apply unless expressly agreed otherwise in writing.

12.2 Unlocked. Agency may amend these General Terms and Conditions from time to time.

Amended terms shall apply to new Agreements and assignments concluded after the amended terms have been made available to the Client.

Changes shall not automatically amend an existing Agreement unless agreed with the Client or otherwise permitted by applicable law.

12.3 Electronic communications, including email and electronic acceptance of a proposal or Agreement, may constitute written communication for the purposes of these General Terms and Conditions.

12.4 Provisions which by their nature are intended to remain effective following termination or expiry of an Agreement, including provisions relating to payment, liability, confidentiality, intellectual property and dispute resolution, shall survive such termination or expiry.