

# WP Agency

## TERMS & CONDITIONS

Edition 2020-2026

*In case of discrepancies our English Terms and Conditions prevail.*

These Terms and Conditions as well as all stated below Disclaimers apply to WP Agency a brand of Ecomresult BV (72946911) located at Professor J.H. Bavincklaan 2, 1183 AT Amstelveen, The Netherlands, hereinafter referred to as: WP Agency.

### PART I — GENERAL TERMS

#### 1. Definitions

**"Agency"**: refers to WP Agency providing Services to the Client.

**"Client"**: refers to the individual or legal entity engaging WP Agency for Services.

**"Parties"**: refers to the Agency and the Client together.

**"Services"**: refers to the e-commerce, marketing, development and consultancy Services provided by the Agency.

**"Disclaimer"**: refers to the disclaimer paragraphs in Part II that are applicable to all our activities.

**"Copyright"**: refers to the copyright paragraph in Part III, which is applicable to all our activities.

#### 2. Service Agreement

By engaging the Agency Services, the Client agrees to be bound by these terms and conditions.

Unless otherwise agreed upon in writing between the parties, the following articles apply to any offer, commission, or agreement with the Agency.

The Agency reserves the right to modify these terms and conditions at any time without notice to the Client. Such changes will apply to new agreements and to existing agreements upon their renewal. For ongoing agreements, the Agency shall provide 14 days written notice of material changes. If the Client does not agree with the changed terms and conditions, the Client has the right to terminate the agreement but must do so in writing and within 14 days after this modification.

An agreement is established on the day that an oral or written confirmation of the order is received by the Agency.

#### 3. Offers and Prices

All quotes and estimates provided by the Agency are non-binding. The Agency is only bound to a quote if it is accepted in writing by the Client within 14 days.

All quoted prices are exclusive of VAT. Additional requests from the Client that were not previously agreed upon will

result in additional work, for which the Agency will be remunerated.

In case of an agreed lump sum payment the Agency reserves the right to re-evaluate the lump sum, in which case these Services may be postponed by the Agency until settlement of such evaluation. This will only be done in case the quoted time for the defined scope of work would need to be exceeded with more than 20%.

#### 4. Payment and Late Payment

The Client shall pay the Agency for Services in accordance with the payment schedule agreed upon between the Parties. In case no payment schedule is agreed, 100% payment is due at time of placing the order with a payment period of 14 days.

The Agency reserves the right to suspend or terminate Services immediately if the Client fails to make timely payment.

Payment for the amounts invoiced by the Agency must be made without any deduction or offset, within 14 days after the invoice date. In case of non-payment within the aforementioned term, the Client shall be in default and will be liable for any and all debt collection costs (both extrajudicial as well as judicial costs), as well as interest payments per month, from the due date until full payment.

Minimum costs: If the Client is a consumer, extrajudicial collection costs will be charged according to the Decision on Compensation for Extrajudicial Collection Costs, as mentioned in section 4 of Article 6:96 of the Dutch Civil Code. If the Client is a legal entity or a natural person, a claim will be made for extrajudicial collection costs of 15% of the amount due (with a minimum amount of €250).

If the Client does not fulfill their payment obligations to the Agency within 7 days after the first reminder, the Agency has the right to terminate any products/services. The Agency may also cancel the Client's domain names, website, assets developed by Agency and in some cases transfer them under Agency's name, provided a warning has been issued of such nature.

#### 5. Agreement and Delivery

The Agency will carry out the agreement to the best of its ability and judgment. The Agency has the right to have certain tasks carried out by third parties.

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The Client ensures that all data that the Agency indicates necessary is provided in a timely fashion. The Agency is not liable for any damages of any nature caused by the Agency relying on incorrect or incomplete data provided by the Client.

The delivery of the Services will start as soon as possible after the acceptance of the order. Intermediate information may be shared by the Agency (unilaterally decided by the Agency).

All agreed delivery times are indicative. Delivery of the Services may be postponed by the Agency up to 45 days without mutual agreement. In case a longer delay is required, parties will discuss a mutually acceptable solution. Delays do not give the Client the right to suspend or offset payments.

## 6. Defects and Acceptance

The Client has 14 calendar days after delivery of bespoke work to report material defects in writing. For periodical or usage-based arrangements (including monthly fees and ticket-based work), payment of an invoice constitutes final acceptance of all work in that period and any preceding periods. Use of deliverables in production constitutes immediate acceptance. If valid defects are timely reported, the Agency shall have 30 days to remedy them.

If no defects are reported to the Agency within 14 days, any possibility of complaints shall expire. Incorrect information provided by the Client that leads to defects in the delivered Services is not considered to be "defects." Complaints do not give the Client the right to suspend or offset payments.

### For all Development services:

The Agency is not liable for non-working functionality caused by, for example, incorrect settings at the Client's hosting provider, while these functionalities function properly on the test domain. Delivery of a website will take place as soon as possible after the completion of the development of the website.

Any adjustments made by the Client or on Client request by third parties, on the website, such as technical changes and/or updates, can impact the proper functioning of the website and makes the Client fully responsible for any and all consequences.

The Agency may use a variety of third party software to enhance the functionality of websites/webshops/portals etc, such as open source software like WordPress, WooCommerce, Elementor, plugins, and other (commercial) and/or SAAS software. It is important to note that the Agency cannot be held accountable for the proper functioning of such software. These software are independently developed and maintained by third parties, and therefore, any issues or malfunctions are out of the Agency's control. The Agency can make an effort to ensure that the software is properly integrated and configured (depending on the Services agreement), but ultimately, the Agency cannot be held responsible for any issues that may arise.

Third-party software, plugins, and extensions operate under the sole responsibility of their respective developers. The Agency provides no warranty regarding

the security, reliability, or continued availability of such software and shall not be liable for any security vulnerabilities, data breaches, or unauthorized access arising therefrom.

## 7. Client Cooperation

Successful delivery depends on the Client's timely cooperation. The Client shall provide requested information, access, and materials promptly, and respond to Agency requests within 5 business days unless otherwise agreed. Delays caused by the Client entitle the Agency to extend timelines accordingly. If Client delays exceed 30 days in aggregate, the Agency may invoice additional costs and/or terminate the agreement.

The Client is responsible for testing deliverables in its own environment, including but not limited to security tests and penetration tests. The Agency may assist but does not guarantee specific test outcomes.

## 8. Notice Periods

All services are considered as recurring, unless agreed otherwise in writing. For such recurring services, the Agency shall invoice the Client on a periodical basis, and payment is due upon receipt of invoice.

The notice period for termination of a recurring agreement is 6 months for Client. Non-recurring services cannot be terminated by Client after Client's acceptance of the offer.

The Agency reserves the right to suspend or terminate Services with a notice period of 1 month.

## 9. Suspension

The Agency may immediately suspend or terminate Services without liability if the Client: (a) uses the Services unlawfully; (b) engages in conduct damaging to the Agency's reputation or operations; (c) behaves abusively towards Agency staff; or (d) materially breaches these terms. Suspension does not release the Client from payment obligations for Services already rendered.

## 10. Insolvency and Retention of Title

Either Party may terminate this agreement with immediate effect if the other Party becomes insolvent, files for bankruptcy, enters into creditor arrangements, or ceases business operations. Upon such termination, all outstanding invoices become immediately due. All deliverables remain the exclusive property of the Agency until full payment has been received. The Agency may reclaim or disable access to unpaid deliverables and has no obligation to deliver work product until full payment is received.

## 11. Force Majeure

Neither Party shall be liable for failure or delay caused by circumstances beyond its reasonable control, including but not limited to: natural disasters, pandemics, war or terrorism, government actions, labor disputes, power or internet outages, cyberattacks, or failure of third-party services. The affected Party shall notify the other Party

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promptly. If Force Majeure continues for more than 90 days, either Party may terminate without liability.

## 12. Intellectual Property and Confidentiality

All intellectual property rights, including but not limited to copyrights, concepts, designs, trademarks, and trade secrets, in any materials or work product created by the Agency in the course of providing Services shall be owned by the Agency.

The Client shall not use any such intellectual property for any purpose other than as expressly authorized by the Agency in writing. The Agency may charge a penalty and/or fee, such to the unilateral decision of the Agency in case of any violations.

The Client shall keep confidential all non-public information and materials provided by the Agency, and shall not disclose such information to any third party without the express written consent of the Agency.

## 13. Liability

The Agency represents and warrants that it has the right and authority to enter into this agreement and to perform the Services. The Client represents and warrants that it has the right and authority to engage the Agency for Services and to use any materials or information provided to the Agency in the course of providing Services.

The Agency shall not be liable for any direct, indirect, special, incidental, or consequential damages (including, but not limited to for example, loss of revenue, loss of business opportunities, or loss of data) arising out of or in connection with the Services or non-delivery of such Services or faulty delivery of such Services.

The Agency's total liability for any and all damages arising out of or in connection with the Services shall in total be limited to the amount of 25% of the fees paid in the last 6 months by the Client to the Agency for Services. Agency's liability can never exceed this amount.

In case the Client provides designs, content, images, logos etc. the Client warrants that all rights associated with such element are owned by the Client and may be used. The Client will hold the Agency harmless, in full in case of any type of infringement. The Client indemnifies the Agency against any and all claims in this regard.

The Client acknowledges and agrees that it is solely responsible for ensuring that all actions, content, data processing, and other activities related to the Services provided by the Agency are compliant with the General Data Protection Regulation (GDPR) and any other applicable data protection laws. The Client shall conduct regular reviews and audits to ensure ongoing compliance with these regulations. In the event of any breach of data protection laws on Client website and/or infrastructure, the Client agrees to hold the Agency harmless and indemnify the Agency from any liability, damages, fines, penalties, or costs arising from such breach, regardless of who created such breach. The Agency provides no warranty or representation regarding the Client's compliance with GDPR and shall not be held liable for the Client's failure to adhere to GDPR or any other data protection laws.

The Agency does not warrant that any software, website, integration or deliverable will be free of errors, bugs or interruptions. All deliverables are provided on an "as is" basis unless explicitly agreed otherwise in writing.

## 14. Limitation of Personal Liability

The Client agrees that any liability arising from this agreement shall be limited to the Agency as a legal entity. Directors, shareholders, employees, and any affiliated, parent, or holding companies and their respective directors and shareholders shall not be personally liable for any claims, damages, or obligations under this agreement.

## 15. Governing Law and Severability

These terms and conditions shall be governed by and construed in accordance with the laws of the Netherlands.

If a provision of any Agreement, Terms & Conditions, Disclaimer etc. is held invalid under any applicable law, such invalidity will not affect any other provision that can be given effect without the invalid provision. Further, all articles will be deemed enforceable to the fullest extent permissible under Dutch law, and, when necessary, the court is requested to reform any and all articles to give them such effect.

## PART II — SERVICE-SPECIFIC DISCLAIMERS

### 16. General Disclaimer

All services and responsibilities taken by WP Agency are based on consultancy services and may reflect personal opinions. Clients remain solely responsible on how to act on recommendations provided by WP Agency and actions taken by WP Agency. Typing errors may have occurred.

WP Agency does not accept any liability resulting from using our recommendations, (conceptual) contracts, concepts, thinking models, appendixes, analysis and/or any other information issued by WP Agency. WP Agency does not make any warranty as to the completeness and correctness of such content. WP Agency does not provide any kind of insurance. WP Agency does not accept any liability for actions taken on behalf of its Clients.

WP Agency conceptual contracts have not been checked for specific local legislation and WP Agency does not pertain to having legal expertise and knowhow. Offers made by (media, PR, creative, etc.) agencies and/or Vendors and/or software suppliers and/or plug-ins and/or internet service providers and/or any external supplier do not reflect an offer from WP Agency.

By proceeding with any further actions Client confirms to agree with all stated conditions. Client waives all rights to hold WP Agency liable. Claims based on alleged intentional misconduct or gross negligence are only admissible if: (a) reported in writing within 14 days of discovery, and (b) such conduct is proven by the Client.

### 17. Performance Disclaimer

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The Agency does not warrant or guarantee the achievement of any specific KPIs, sales figures, market share, visibility, or performance metrics of any kind, as a result of the Services provided. The Agency expressly disclaims any liability for not achieving any such KPIs or performance targets.

The Agency does not guarantee any specific uptime, availability, or response time for websites, dashboards, applications or other digital assets, unless explicitly agreed in a separate Service Level Agreement (SLA).

## 18. Dashboard and Reporting Disclaimer

**Purpose and limitation of use:** The dashboards and reports (hereafter referred to as "dashboards") provided by WP Agency, such as Google Looker, PDF reports and MS Power BI, are tools intended solely for informational and analytical purposes. While we strive to ensure the reliability and accuracy of the data, WP Agency does not guarantee its completeness, timeliness, or accuracy. Clients should independently verify the data from various sources before basing any business decisions on it.

**Data Sources and Accuracy:** The information presented in these dashboards may be derived from various external data sources, the quality and reliability of which WP Agency cannot guarantee. We assume no responsibility for errors, inaccuracies, or omissions in the data provided.

**Intellectual Property:** All intellectual property rights in the dashboard design, underlying software, and data processes are and shall remain the exclusive property of WP Agency. The license granted to clients is limited to internal use within their organization and explicitly prohibits public disclosure or distribution without prior written consent from WP Agency.

**Updates and Modifications:** WP Agency reserves the right to make changes, updates, or corrections to the dashboards at any time without prior notice. Clients are encouraged to regularly check the dashboards for such updates, which may affect their usage.

**Client Responsibilities:** Clients are solely responsible for all decisions and actions taken based on the data and consultations provided through the dashboards. WP Agency disclaims any liability for actions taken based on this information.

**Acknowledgment of Terms:** By accessing and using the WP Agency dashboards, clients acknowledge and agree to the terms stated herein. These terms are binding and enforceable under the contractual agreement between WP Agency and its clients.

**Indemnification:** Clients agree to indemnify and hold harmless WP Agency from any claims, damages, or expenses arising from their (mis)use of the dashboards or violation of these terms.

## 19. SEO Services Disclaimer

Our SEO services focus on improving the visibility and rankings of websites (for example on Google, TripAdvisor and other ranking sites). It is important to note that achieving specific rankings on such platforms (like Google and TripAdvisor) cannot be guaranteed. While we strive to

enhance your SEO performance, keyword rankings are influenced by various factors beyond our control, including, but not limited to, competition, changes in platform algorithms, and external or economic conditions.

Any estimates or projections regarding the improvement of keyword rankings, timing, website traffic, or related metrics are for informational purposes only and do not constitute any kind of guarantee. No rights can be derived from these estimates, and we cannot be held liable for any changes or lack of changes in rankings or traffic.

Furthermore, we shall not be liable for any direct, indirect, incidental, special, or consequential damages, including, but not limited to, loss of revenue, loss of business opportunities, or loss of data, that may arise from our SEO services or from the performance or lack of performance of your website on Google or any other platform.

In the event a court would hold Agency liable, the Agency's total liability for any and all damages arising out of or in connection with the Services shall be limited to 25% of the fees paid by the Client to the Agency for Services in the last six months, related to SEO. The Agency's liability can never exceed this amount. Out-of-pocket costs, such as expenses for backlinks, are exempt from this maximum liability amount and are non-refundable under any circumstances.

By engaging our SEO services, you acknowledge and agree to these terms and limitations.

## 20. Integrations and Third-Party Systems

Integrations with third-party systems (including but not limited to CRM, email marketing, payment providers, and analytics platforms) are implemented at the Client's request and instruction. The Client is solely responsible for securing credentials, API keys, and access rights for such systems. The Agency is not liable for unauthorized access, data loss, or malfunctions in third-party systems, regardless of cause.

## 21. Hosting, Backups and Data Responsibility

The Agency does not provide hosting and/or backup services for any website, application, database, or digital asset unless explicitly agreed in a separate Service Level Agreement (SLA) in writing, called specifically "Hosting Agreement". The Client is solely responsible for maintaining adequate backups of its own data and content. The Agency has no obligation to monitor, verify, or notify the Client regarding the existence, frequency, or integrity of the server and/or backups. In the event of hosting migration, transfer, or termination of Services, the Client is solely responsible for securing and transferring its data prior to such migration or termination. Unless explicitly agreed in a separate SLA, the Agency bears no responsibility for server security, SSL certificates, domain name registration, DNS configuration, email hosting, software or server-version updates, or any other infrastructure-level services managed by the Client or its hosting provider. Any assistance provided by the Agency regarding hosting, backups, or infrastructure-related matters shall be considered a courtesy and shall not constitute an obligation, precedent, or assumption of responsibility by the Agency, unless such services are

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performed under the aforesaid "Hosting Agreement" in writing.

## **PART III — COPYRIGHT NOTICE**

### **22. Copyright**

All rights (including but not limited to copyrights, intellectual-rights and usage-rights) relating to proposals for strategy and research, analyses of results, reporting templates/formats and reports developed by or on behalf of WP Agency as well as any and all software developed by WP Agency, shall be vested in WP Agency, whereby we agree to transfer to the client the rights of non-exclusive usage and/or storage in a by the client owned (computerized) database within the organization of the client.

To prevent misuse of information, no part of any document concerned may be made public or shared with third parties in any way or in any form without the prior written consent of WP Agency. Distribution within companies and/or institutions affiliated to or associated with the client is deemed to be included in this publication restriction.