

## Terms and conditions seo-resq

### 1. Definitions

In these conditions shall apply:

- a) Client: any natural or legal person who has made an agreement with seo-resq, or wishes to do so, and his representative(s), agent(s), assignee(s) and heirs.
- b) Contractor: seo-resq established in Dieren, The Netherlands, registered in the Commercial Register of the Chamber of Commerce number 55968074.

### 2. General

- 2.1 These Terms and Conditions can be downloaded / read at <http://www.seo-resq.com/>
- 2.2 In all cases where these conditions "in writing" is indicated, this also includes email, fax or other electronic means of analog or digital messages sent by the Client or Contractor.
- 2.3 These General Conditions apply to all offers and agreements relating to services offered by the Contractor, and all legal relationships between Contractor and Client.
- 2.4 The Client is also supposed to accept these Terms in relation to subsequent offers, deliveries and services of the Contractor, subsequent instructions given by the Client and subsequent agreements between Contractor and Client.
- 2.5 The present General Conditions also apply to all contracts for the execution of which Contractor engages third parties.
- 2.6 The applicability of the Client's general conditions is expressly rejected.

### 3. Offer/Quotation

- 3.1 All offers and / or quotations from the Contractor are not binding unless - and then only to the extent - by which the Contractor confirms in writing otherwise.
- 3.2 The prices in these offers and / or quotations are exclusive of VAT unless otherwise indicated. The prices are periodically (in principle at January 1 and / or July 1) revised on the basis of price developments.
- 3.3 An agreement only comes into effect after the Contractor has accepted an assignment in writing. For work which by its nature and / or size, no quotation or order confirmation is sent, the beginning of execution of the work is seen as order confirmation.

### 4. Execution of the Contract and Services

- 4.1 Contractor will work according to the contract to the best of his knowledge and ability and in accordance with the requirements of good workmanship. Contractor will endeavour to work properly and carefully and protect the interests of the client to the best, and pursue a useful result for the client. Contractor cannot guarantee that the work done reflects the desired result by the Client.
- 4.2 Contractor has the right to have certain work done by others.
- 4.3 The Client shall ensure that all data which the Contractor indicates that they are necessary, or which the Client reasonably understands to be necessary for the execution of the agreement, will be provided to the Contractor. If this data have not been provided timely to the Contractor for the execution of the contracted services, the Contractor has the right to suspend implementation of the agreement and / or charge the Client additional costs resulting from the delay, according to the usual rates charged.
- 4.4 If it is agreed that the agreement will be implemented in stages, the Contractor may withhold implementation of those parts to the next stage, until the client has approved the results of the preceding stage in writing and / or paid.

### 5. Extra work

- 5.1 The Contractor has the right to adapt prices for the services it provides in the event of changes to the agreed project proposal or offer, including in respect of the design, functionality, content, method, scope, analysis, and / or reporting in consultation with or at the request of the Client.
- 5.2 The Contractor shall be entitled to charge the Client with costs for extra supplements, tests, discussions and / or performances that take place at request of the Client.

### 6. Changes

- 6.1 If during the execution of the agreement it becomes clear that for a proper implementation, it is necessary to modify or supplement the work to be done, parties will promptly agree to adjust the agreement accordingly.
- 6.2 Notwithstanding the provisions of Article 6.1, Contractor has the right, in the best interest of service, to change the titles and descriptions at its discretion and without prior consent of the Client, to attempt to optimize the result for the Client.
- 6.3 If the parties agree that the Agreement is amended or supplemented, the date of completion of the implementation can be affected. If this is the case Contractor shall inform the Client as soon as possible.
- 6.4 If the changes or additions have financial and / or qualitative consequences, the Contractor is entitled to charge their costs to the Client. Contractor shall inform about this in advance.
- 6.5 If a fixed fee is agreed, the Contractor shall indicate the extent to which the amendment or supplement to the agreement in an increase of this fee is.
- 6.6 In derogation from paragraph 3 the Contractor will not be able to charge additional costs if the amendment or supplement is the result of circumstances which can be attributed solely to the Contractor.

## **7. Responsibility of the Client**

7.1 The Client must self and to his own risk ensure proper sound equipment and other facilities that provide access to a network where he can receive services provided by the Contractor.

7.2 The Client must take care for the reimbursement of the incurred communication costs.

7.3 The Client is fully responsible for the accuracy of the data provided to Contractor, texts, images or other data.

7.4 In appropriate cases, the Client is responsible for the accuracy of the tests and / or concepts accepted by him, respectively, for tests and / or concepts for which he does not or not timely sent corrections to the Contractor.

7.5 Composite texts, images or other data developed by the Contractor for the Client are deemed accepted by Client unless, within a period of fourteen (14) days after publication, Contractor is notified of desired changes in writing.

7.6 Client is responsible for his mandate if there is an assignment for the benefit of third parties..

7.7 The Client shall at all times for ensure that supplied material to Contractor does not infringe on third party rights, including intellectual property rights.

7.8 The Client is obliged at all times to cooperate, to provide data and information, necessary or useful for the implementation of the agreed services by the Contractor.

## **8. Secrecy**

8.1 The parties are bound to secrecy regarding any confidential information received under the agreement of each other or from another source, irrespective of whether written or oral form and by whomever received. Information is confidential if told so by the other party or if it arises from the nature of the information.

8.2 Contractor reserves the right to use the name of the Client as reference and as such make it public.

8.3 The (personal) data provided to the Contractor are confidential. The information is contained in a file set. These data are not made available to third parties.

## **9. Intellectual property**

9.1 All copyright and other intellectual property rights relating to the services rendered by the Contractor, rest with the Contractor. Client acknowledges these rights and will refrain from any breach thereof.

9.2 All documents provided by the Contractor, such as (digital) reports, monitors, checklists, advice, text, templates, designs, sketches, software, applications, home pages, etc., are intended to be used by the Client. The Client is not permitted to disclose information obtained by the Contractor and / or reproduce in any form whatsoever, including the sale, processing, making available, distributing and whether or not after alteration integrating this information in networks unless such disclosure and / or reproduction is authorized in writing by the Contractor and / or such disclosure and / or multiplication arises from the nature or purpose of the agreement with the Contractor.

9.3 All documents supplied by the Contractor in fulfilment of the agreement, such as documents, reports and optimized pages, remain the property of the Contractor. After expiration or termination of the agreement Contractor may request documents, reports, and advice delivered to be returned and optimized pages to be deleted of its website.

9.4 The Contractor reserves the right to carry out the work accumulated knowledge for other purposes insofar as no confidential information from client is shared with third parties.

9.5 Client shall indemnify Contractor against all claims of third parties concerning intellectual property rights relating to the publication of texts, images or other data provided by the Client. Between parties will apply, that digital images of third party networks not belonging to the Client, are taken not to belong to the Client unless proven otherwise by the Client.

## **10. Duration and termination**

10.1. The Agreement runs from the time that notice, which includes acceptance by the Client, is received by the Contractor.

10.2. Contractor specified delivery deadlines, unless in writing and expressly stated that a deadline is final, always are an approximation. Contractor is also not in default regarding any agreed deadline, until the Client has informed him in writing.

10.3. Exceeding of the agreed delivery times, due to any cause whatsoever shall not entitle Client to compensation unless otherwise agreed in writing.

10.4. If Client is a natural person not acting in the exercise of profession or business, the Client has the right, without giving reasons, to terminate the Agreement within seven days after the adoption, unless the Contractor has with the consent of the Client within this period started the implementation of the Agreement.

10.5. Upon cancellation, termination or dissolution of agreement for any reason whatsoever Contractor will issue to the Client, all passwords and access data from other accounts which Contractor created and / or managed in the name of Client. Contractor cannot guarantee how long this access data remain valid after the cancellation, termination or rescission of this Agreement.

10.6. If the Client fails to comply any of his obligations under the Contract, the Contractor has the right to terminate, without any notice of default or judicial intervention being required to with the law, all contracts with the Client, and without prejudice to the Contractor's right to compensation for damages, lost profits and interest.

## **11. Honorarium / fees**

11.1 The remuneration of the Contractor is not subject to the outcome or result of the services rendered.

11.2 All prices and cost estimates are exclusive of VAT unless otherwise stated.

11.3 If no fixed fee is agreed, the fee will be determined on the basis of hours actually worked. The fee is calculated according to the Contractor's usual hourly rates prevailing during the period when the work is performed, unless a deviating hourly rate has been agreed.

11.4 In all orders costs will be charged monthly, in accordance and / or proportion to the hours worked end the real time costs that month.

11.5. The Contractor is entitled to a fee by the Client, as agreed in the contract.

11.6. Besides the fee, the contractor is entitled to compensation by the Client of costs inherent to the contract or otherwise for the client incurred, including costs of the contractor engaged third parties, and expenses such as travel costs and accommodation costs if necessary.

## **12.Payment**

12.1 Payment must be made within fourteen (14) days after invoice date, in a manner to be specified by the Contractor in the currency invoiced.

12.2 If the Client is declared bankrupt, has been granted suspension of payment, and in case of dissolution and liquidation of the Client, or if distress or execution on movable and / or immovable property of the Client has been laid, all the sums are immediately and completely payable to the Contractor, without any warning or notice required.

12.3 The Client is not permitted on what grounds whatsoever to rely on settlement. If the Client believes claims relating to the contract with the Contractor are justified, this does not relieve Client of his obligation to pay the agreed manner and he is not entitled to suspend its payment obligations.

## **13.Collection Costs**

13.1 All costs, both judicial and extrajudicial, including costs for legal assistance in connection with the collection of amounts due will be payable by the Customer.

13.2 Contractor and Client are related to the provisions of Article 13.1 agreed that the extrajudicial collection costs shall be calculated in accordance with the collection rate of the Dutch Bar Association, with a minimum of EUR 250, -.

## **14.Complaints**

14.1 Any complaint regarding the performance or omission of the performance of any order entered by the Client to the Contractor is to be filed in writing within fourteen (14) days after the appearance and / or publication, on forfeiture of any claim.

14.2 The Contractor shall endeavour to a complaint according to Article 17.2, as well as possible to act.

14.3 The filing of a complaint does not affect other obligations of the Client.

## **15.Liability**

15.1 Contractor shall only be liable for incorrect or partly incorrect execution of the contract, and only insofar as the direct result of intent or gross negligence of the Contractor.

15.2 The Contractor shall not be held liable for any consequential, indirect damage, business interruption, lost profits or damage caused by auxiliary persons and / or third parties that Contractor in the performance of the contract has activated.

15.3 At weaknesses in the implementation on the part of Contractor No liability is accepted for defects, which were caused by negligence or fault of the Client or third parties which it is responsible for or which the client uses.

15.4 Contractor accepts in relation to Client or third parties no liability for unauthorized use of provided texts, images or other data by its client.

15.5 The parties expressly disclaim liability for damage caused by faults in the electronic services of the Contractor and third parties such as providers, network operators and other telecommunications networks and services. So this applies also if this resulted in a delay in the execution of the contract.

15.6 If there is - in accordance with the preceding paragraphs - a circumstance, in which it creates Contractor to be liable for damage suffered by the Client due to a shortcoming in the fulfilment of the obligations under this Agreement by Contractor, such liability shall in all cases be limited to a maximum of the invoice value of that particular part of the agreement which the liability relates to.

15.7 Damages for which the Contractor under the preceding paragraph is liable, is only recoverable if the Client has notified the Contractor within fourteen (14) days after it occurs, unless the Client can demonstrate that they reasonably were not able to notice the damage within this given period.

15.8 The Client shall indemnify the Contractor's liability of third parties relating to damages of any nature whatsoever arising from or in connection with the execution of the agreement.

## **16.Force Majeure**

16.1 The Contractor is not liable in case of force majeure. Force majeure in these terms mean, apart from what the law and jurisprudence, all external causes, foreseen or unforeseen, which the Contractor is not able to control, but because of which the Contractor is unable to fulfil its obligations under the agreement. Force majeure is in any case: strikes, excessive absenteeism of staff, a (temporary) shortage of personnel, disability, fire, business and technical problems within the office or when engaged by the Contractor external parties, Contractor does not have sufficient data or is provided with false information, or the lack of sufficient cooperation by Client.

16.2 In the event of force majeure, the Contractor may rescind contract as dissolved in whole or in part, or cancel the contract without any liability to be held towards the Client. In this case, Contractor shall immediately inform the Client.

16.3 If the Contractor in case of force majeure has met part of its obligations, it is entitled to invoice the already executed or executable part separately to the Client, Client is obliged to pay this invoice as if it were a separate agreement.

## **17.Specific provisions regarding Search Engine Optimization (SEO), Search Engine Advertising (SEA) and Search Engine Marketing (SEM).**

17.1 Regarding the products Search Engine Advertising (SEA), Search Engine Optimization (SEO) and Search Engine Marketing (SEM) Contractor claims the following rights: Contractor will endeavour to execute his works to the best of his abilities. This is for product Search Engine Optimization (SEO) efforts for a good quality entry in the most used Dutch (or otherwise agreed) search engines. Contractor has a commitment for best effort for the absolute score and there will be sought a top 10 position wherever possible. Contractor reserves the right to deviate if there is difficulty to position words, spam from third parties, no indexing by the search engine(s), rejection, or not indexing the URL by the search engine due to technical aspects or specifications of the website or technical deficiencies or non-compliance and / or not following the advice provided by the client. By Contractor or on behalf, provided (statistical) data (indicators) are each indicative only, unless otherwise stated. These data cannot be legally binding. For all services Search Engine Optimization (SEO), Advertising (SEA) and Marketing (SEM) therefore applies as an commitment and not a performance obligation.

17.2 Contractor shall not be liable for errors arising from work performed by third parties, hereby specifically referring to Google and Microsoft's Bing and Yahoo!.

**18.Final Provisions**

18.1 Neither Party shall be entitled to transfer the rights and obligations under this Agreement without written consent of the other.

18.2 Amendments and additions to the agreement between the Contractor and the Client shall be valid only if agreed in writing between the parties.

18.3 Notwithstanding Article 2, Contractor has the right to unilaterally amend these Terms and Conditions. Changes also apply to existing agreements. Amendments shall be in writing or by e-mail disclosed to Client and enter into force thirty (30) days after publication, unless the announcement states another date.

18.4 If any provision of the agreement or the Terms and Conditions become invalid, this will not affect the validity of the entire agreement. In that case, the Contractor has the right to replace - for Client not unreasonably burdensome - the invalid provision as closely as possible.

18.5 When these Terms and Conditions and the order confirmation or the written agreement contain conflicting provisions, applicable will be the provisions in the order confirmation or written contract.

**19. Governing Law and Jurisdiction**

19.1 All agreements between the parties and commitments arising from or related thereto shall be governed solely by Dutch law.

19.2 All disputes arising out of or related to the agreements and obligations mentioned in the preceding paragraph and not within the competence of the sub district court will in the first instance be brought before the Court of Amsterdam. Nevertheless Contractor has the right to submit disputes to the competent court of the domicile of the Client for consideration.