

OOAK Solutions

General Terms & Conditions

Article 1: General

1.1 These general terms and conditions can also be downloaded from <https://www.https://oak.solutions/> – [OOAK Legal – Terms and Conditions](#) (from now on: the “General Terms and Conditions”).

1.2 In these General Terms and Conditions, the following definitions apply:

- a) Client: any natural person or legal entity who has concluded or wishes to agree with OOAK Solutions, as well as it’s representative(s), authorised representative(s), the successor(s) in title and heirs.
- b) Contractor: OOAK Solutions, established in Amsterdam, registered in the Trade Register of the Chamber of Commerce under number 82605319.

1.3 In all cases in which these conditions state, “in writing” includes e-mail, fax, or other electronic messages sent analogously or digitally that have reached the Client or the Contractor.

Article 2: Applicability

2.1 These General Terms and Conditions apply to all offers and agreements relating to services offered by the Contractor, as well as to all legal relationships between the Contractor and the Client, except in so far as laws or regulations exclude or restrict the application of these General Terms and Conditions. and subject to changes in these General Terms and Conditions, which must be confirmed expressly and in writing by the parties.

2.2 If and insofar as one or more provisions of these General Terms and Conditions are deviated from in writing, the provisions from which no express derogation has been made will remain in full force and effect.

2.3 Amendments to these General Terms and Conditions agreed in writing only apply to the cases specified in that agreement unless the deviations are confirmed in writing in a subsequent agreement.

2.4 The Client is also presumed to accept these General Terms and Conditions concerning later offers, deliveries and services from the Contractor, subsequent assignments issued by the Client to the Contractor, and subsequent agreements concluded between the Contractor and the Client.

2.5 The present General Terms and Conditions also apply to all agreements for the execution of which the Contractor engages third parties.

2.6 The applicability of the General Terms and Conditions used by the Client is expressly rejected.

Article 3: Offer

3.1 All offers and/or quotations from the Contractor are without obligation, unless – and then only insofar – the Contractor has stated otherwise in writing.

3.2 The prices in the said offers and/or quotations exclude VAT unless indicated otherwise. The prices used are periodically (in principle on 1 January and/or 1 July) revised based on wages and price developments.

3.3 An agreement is only concluded after an authorised officer of the Contractor has accepted an order in writing. For activities for which, due to their nature and/or scope, no quotation or order confirmation is sent, the start of the execution of the activities is regarded as order confirmation.

3.4 A change in budgets, the temporary or permanent cessation of the campaign is only accepted if the client has given a written order to do so.

3.5. The Contractor uses minimum spending of Euro 100 per month. However, if fewer clicks are achieved, the contractor will make every effort to optimise the campaign so that the total budget amount is used as optimally as possible.

Article 4: Execution of the Assignment and Services

4.1 The Contractor will execute the agreement to the best of its knowledge and ability and by the requirements of good workmanship. The Contractor will make every effort to perform the work carefully and adequately and represent the interests of the Client to the best of its knowledge, and strive for a result that is useful for the Client. However, the Contractor cannot guarantee that the work will consistently achieve the Client's desired result.

4.2 The Contractor has the right to perform certain activities by third parties.

4.3 The Client shall ensure that all data that the Contractor indicates are necessary or which the Client should reasonably understand to be necessary for the execution of the agreement are provided to the Contractor in a timely manner. Suppose the information required for the execution of the agreement has not been provided to the Contractor in time. In that case, the Contractor has the right to suspend the execution of the agreement and/or charge the Client for the additional costs resulting from the delay according to the usual rates. Bring.

4.4 If it has been agreed that the agreement will be executed in phases, the Contractor may suspend the execution of those parts belonging to a following phase until the Client has approved and/or paid for the results of the preceding phase in writing.

Article 5:

5.1 The Contractor has the right to adjust the price for the services it provides in the event of changes in the agreed project proposal or quotation, including the design, functionality, implementation, method, scope, analysis

and/or reporting that takes place in consultation with or at the request of the Client.

5.2 The Contractor has the right to charge the Client for additional additions, tests, discussions and/or performances that take place at the request of the Client.

Article 6: Completion of the Assignment

6.1 If a term has been agreed upon within the term of the agreement for the completion of certain activities, this is only an indicative term and never a strict deadline.

6.2 The Contractor will only default after the Client has given the Contractor notice of default by registered letter and the reasonable term specified in the notice of default is not fulfilled.

6.3 If the Contractor does not expect to meet a deadline, the Contractor will inform the Client as soon as possible.

Article 7: Reporting

7.1 Reporting by the Contractor to the Client takes place in accordance with the project proposal, quotation or agreement.

7.2 If no method of reporting is specified, reporting will be in English or Dutch and in accordance with the standards of good workmanship. If no reporting medium has been agreed upon, the Contractor will determine the medium used.

Article 8: Changes

8.1 If, during the execution of the agreement, it appears that a proper execution must change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and consultation.

8.2 Notwithstanding the provisions of Article 8.1, the Contractor has the right, in the interest of the service and to try to optimise the result for the Client, to change the titles and descriptions at its discretion and without the prior consent of the Client.

8.3 If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. The Contractor will inform the Client of this as soon as possible.

8.4 If the changes or additions to the agreement have financial and/or qualitative consequences, the Contractor is entitled to charge the costs to the Client. The Contractor will inform the Client of this in advance.

8.5 If a fixed fee has been agreed upon, the Contractor will indicate to what extent the amendment or supplement to the agreement will result in this fee being exceeded.

8.6 Contrary to paragraph 3, the Contractor will not be able to charge additional costs if the change or addition results from circumstances that can be attributed to it.

8.7. If the campaign to be conducted means that the monthly media purchase budget is exceeded by 10% or less, the Contractor will charge this excess or possibly correct the difference in the following two months.

Article 9: Responsibility of the Client

9.1 The Client must, itself, and at its own risk, ensure proper equipment and proper other facilities that provide access to a network on which it can receive the services provided by the Contractor.

9.2 The Client is responsible for the reimbursement of the communication costs incurred.

9.3 The Client is fully responsible for the correctness of the data, texts, images or other data supplied by it to the Contractor.

9.4 In appropriate cases, the Client guarantees the correctness of the proofs and/or drafts he accepts or for proofs and/or concepts for which he has not sent corrections or corrections to the Contractor in time.

9.5 Texts, images or other data compiled by the Contractor for the Client's benefit are deemed accepted by the Client unless desired changes are notified in writing within fourteen (14) days after publication.

9.6 The Client guarantees its power of attorney if it concerns an assignment for the benefit of third parties.

9.7 The Client guarantees at all times that the material supplied by it to the Contractor does not infringe any rights of third parties, including intellectual property rights.

9.8 The Client is always obliged to provide all cooperation, data and information in a timely manner which are necessary or valuable for the performance of the agreed services by the Contractor.

Article 10: Confidentiality

10.1 The parties are obliged to maintain the confidentiality of all confidential information obtained from each other or another source in the context of the agreement, regardless of whether this is of a written or oral nature and from whomever. Information is considered confidential if the other party has communicated this or if this results from the nature of the information.

10.2 The Contractor reserves the right to use the Client's name as a reference and to make it public as such.

10.3 The (personal) data provided to the Contractor will be treated confidentially. The data provided is recorded in a file. This data is not made available to third parties.

Article 11: Exclusivity and Non-Competition

11.1 The Client grants the Contractor the exclusive right to fulfill the assigned assignment for the duration of the agreement and with due observance of the agreement's provisions.

11.2 For the duration of the agreement and one (1) year after its termination, the Client is not permitted to directly or indirectly employ any employee of the Contractor, or to enter into a contractual relationship with an employee of the Contractor, unless the Contractor has granted written approval for this.

11.3 For any infringement of the provision included in Article 11.2, the Client forfeits an immediately due and payable fine of EUR 50,000 per violation or EUR 1,000 per day for each day that the infringement continues, without prejudice to the Contractor's right to claim full compensation. This compensation explicitly includes any costs to uphold the rights of the Contractor both in and out of court – whereby in the first case, these costs will not be limited to the established court order to pay costs – as well as any costs to establish the violation or have it established and establish liability.

Article 12: Intellectual Property

12.1 All copyrights and other intellectual property rights concerning the services provided by the Contractor are vested in the Contractor. The Client acknowledges these rights and will refrain from any infringement thereof.

12.2 All documents provided by the Contractor, such as (digital) reports, monitors, checklists, advice, templates, sales guides, designs, sketches, software, applications, introduction pages, etc., are exclusively intended to be used by the Client. The Client is not permitted to disclose and/or reproduce information obtained from the Contractor in any form whatsoever, including selling, processing, making available, distributing and integrating it into networks, whether or not after processing. unless such disclosure and/or duplication is permitted in writing by the Contractor and/or such disclosure

and/or duplication results from the nature or purpose of the agreement with the Contractor.

12.3 All documents supplied by the Contractor to fulfil the assignment, such as documents, reports and optimised pages, remain the Contractor's property. After termination or termination of the contract, the Contractor may request the Client to remove documents, and reports, deliver optimised pages and advice from its website or return it.

12.4 The Contractor reserves the right to use the knowledge acquired for the performance of the work for other purposes insofar as no confidential information of the Client is disclosed to third parties.

12.5 The Client indemnifies the Contractor against all claims by third parties about intellectual property rights concerning the publication of texts, images or other data provided to it by or on behalf of the Client. In this regard, it will apply between the parties that digital images of third-party networks do not belong to the Client unless the Client proves otherwise.

Article 13: Contract Duration and Cancellation

13.1 The agreement is entered into for one year unless a different period is stated in the order confirmation. Agreements for an indefinite period are considered agreements of one year, which are extended by one year each time.

13.2 The agreement ends by cancellation with due observance of a notice period of 2 months towards the end of the agreement, whereby the campaign is terminated on the last day of the calendar month.

13.3. If no timely cancellation is received, the agreement will be extended for a period of one year unless a different period was agreed upon in the original agreement.

13.4 Budget reductions are implemented on the 1st day of the new calendar month.

13.5 An agreement for a definite period of time cannot be terminated prematurely.

13.6 The Contractor also has the right to cancel or terminate the agreement with immediate effect or to suspend its obligations under the agreement, whereby it retains the right to the compensation as agreed in the agreement if:

- a) the Client has been declared bankrupt, the Client has been granted a suspension of payments, as well as in the event of dissolution and liquidation of the Client, or if prejudgment or enforcement attachment has been imposed on movable and/or immovable property of the Client;
- b) Client is in default in fulfilling its obligations under the agreement.

Article 14: Fee / Reimbursements

14.1 The Contractor's fee does not depend on the outcome or result of the services rendered.

14.2 All prices and cost estimates exclude VAT, unless stated otherwise.

14.3 If no fixed fee is agreed upon, the fee will be determined based on hours actually spent. The fee is calculated in accordance with the Contractor's usual hourly rates applicable in the period in which the work is performed unless a deviating hourly rate has been agreed upon.

14.4 For all assignments, the costs will be charged monthly or quarterly.

14.5 Prices are based, among other things, on factors applicable at the time of the statement or the conclusion of the agreement or quotation, including wages, social security and tax charges, levies, insurance premiums, etc. If, after the statement or conclusion of the agreement and before the completion of the services or delivery, changes in these or other price-determining factors should occur, the Contractor has the right to adjust the prices it uses and to invoice the Client.

14.4. The Contractor owes the Client a fee as agreed.

14.5. In addition to the fee, the Contractor is entitled to reimbursement of the costs incurred by him for the campaign or otherwise for the Client, including costs for third parties engaged by the Contractor.

14.6. In addition to the fees as described above, the client owes a variable fee if this is laid down in the agreement, which fee is calculated in the manner set out in the agreement.

14.7. The agreement of a variable remuneration does not affect the provisions of art 14.1.

14.8. The variable fee is payable per month, whereby the client is obliged to provide access to the administrative documents that substantiate the calculation of the variable fees within one week after the end of the month to which the fee relates.

14.9. If the client does not cooperate in providing the necessary administrative documents based on which the variable compensation can be determined within the aforementioned period, the client is in default without a separate notice of default being required. The contractor is entitled to determine the amount of the variable remuneration in reasonableness and fairness at its discretion, which determination is binding on the client.

14.10. If the Contractor is hindered indirectly or directly, in any way whatsoever, through the actions of the client, including attempts to terminate prematurely, in achieving any result for which the Contractor could be entitled to compensation of a variable fee, the Contractor is entitled to charge the client a fee equal to the average variable fee over the period before the hindrance by the client occurred. On the understanding that the minimum amount of the variable remuneration is then at least equal to the amount that has been agreed as the basic payment and, if no fixed payment has been agreed, is at least € 500.00 per month.

Article 15: Payment

15.1 Payment must be made within ten days of the invoice date in a manner

to be indicated by the Contractor in the currency in which the invoice is made.

15.2 After the expiry of this strict payment term of ten (10) days after the invoice date, the Client is in default without further summons or notice of default being required; From the moment of default until the moment of payment in full, the Client is subject to an interest of 1.5% per month on the amount due, unless the statutory interest is higher, in which case the statutory interest applies.

15.3 When agreeing, the Contractor can stipulate an advance. The advance will be stated in the offer and/or the contract. The Client is obliged to pay the advance unless otherwise agreed in writing.

15.4 If the Client has been declared bankrupt, if the Client has been granted a moratorium, as well as in the event of dissolution and liquidation of the Client, or if a prejudgment or enforcement attachment has been made on movable and/or immovable property of the Client, all Amounts owed by the Client to the Contractor are fully and immediately due and payable, without any summons or notice of default being required.

15.5 Payments made by the Client always serve in the first place to settle all interest and costs owed and in the second place for payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

15.6 The Client is not permitted to invoke settlement on any grounds whatsoever. If the Client believes that it can assert claims under the agreement with the Contractor, this does not release it from its obligation to pay in the agreed manner, and it is not entitled to suspend its payment obligation.

Article 16: Collection Costs

16.1 All costs, both judicial and extrajudicial, including costs for legal assistance related to the collection of amounts owed, are for the account of the Client.

16.2 In connection with the provisions of Article 16.1, the Contractor and the Client agree that the extrajudicial collection costs will be calculated in accordance with the collection rate of the Dutch or Swiss Bar Association.

Article 17: Complaints

17.1 Any complaint about the execution or omission of the execution of any assignment must be submitted in writing by the Client to the Contractor within fourteen (14) days after the appearance and/or publication upon forfeiture of any claim.

17.2 The Contractor will make every effort to handle a complaint submitted in accordance with Article 17.2 as well as possible.

17.3 Submitting a complaint does not affect the Client's other obligations.

Article 18: Liability

18.1 The Contractor is only liable for the non, incorrect or partially incorrect execution of the assignment if and insofar as this is the direct result of intent or gross negligence on the Contractor's part.

18.2 The Contractor is under no circumstances liable for consequential damage, indirect damage, trading loss, loss of profit or damage caused by auxiliary persons and/or third parties engaged by the Contractor in the execution of the agreement.

18.3 In the event of defects in the performance on the part of the Contractor, no liability is accepted for defects that have arisen due to the fault or actions of the Client or third parties for which the latter is responsible or which the Client uses.

18.4 The Contractor does not accept any liability towards the Client or third parties for the texts, images or other data provided to it by or on behalf of the Client or the unlawful use thereof by the Client.

18.5 The parties expressly exclude liability for damage caused by malfunctions in the electronic services of the Contractor and of third parties, such as providers, network operators or other telecommunications networks. This also applies if this has only led to a delay in the execution of the assignment.

18.6 If – with due observance of the previous paragraphs – the Contractor is at any time liable for damage suffered by the Client as a result of an attributable shortcoming in the fulfilment of the obligations under this agreement by the Contractor, this liability is in all cases limited to a maximum of the invoice value of that specific part of the agreement to which the liability relates.

18.7 Damage for which the Contractor is liable on the basis of the previous paragraph is only eligible for compensation if the Client has notified the Contractor of this within fourteen (14) days of its occurrence, unless the Client can demonstrate that it has reasonably has not previously reported.

18.8 The Client indemnifies the Contractor against the liability of third parties about the damage of any nature whatsoever caused by or in connection with the execution of the agreement.

Article 19: Force Majeure

19.1 The Contractor is not liable in the event of force majeure. Force majeure in these General Terms and Conditions is understood to mean, in addition to what is understood in this regard in the law and jurisprudence, all external causes, foreseen or unforeseen, over which the Contractor cannot exercise any influence, but as a result of which the Contractor is unable to fulfil its obligations. Force majeure, in any case, includes; a strike, excessive absenteeism of staff, a (temporary) shortage of staff, fire, operational and technical failures within the office or at external parties engaged by the Contractor, about sufficient data or the provision of incorrect data, or the lack of sufficient cooperation by the Client.

19.2 In the event of force majeure, the Contractor is entitled to regard the agreement as dissolved in whole or in part or to dissolve it or to cancel the

assignment without being obliged to compensate the Client. In this case, the Contractor is obliged to notify the Client of this immediately.

19.3 If the Contractor can partially fulfil its obligations when the force majeure occurs, it is entitled to invoice the part already performed or executable separately. The Client is obliged to pay this invoice as if it concerned a separate agreement.

Article 20: Specific Provisions Regarding Search Engine Marketing

20.1 Concerning the Search Engine Marketing product, the Contractor reserves the following rights: The Contractor will try to carry out the assignment to the best of its ability. For the Search Engine Optimization (SEO) product, the aim is to achieve qualitative listing in the most used (or otherwise agreed) search engines. The Contractor has a best efforts obligation for the absolute score, and the aim will be a top 10 position if possible.

The Contractor reserves the right to deviate from this in the event of words that are difficult to position, spam from third parties, failure to index by the search engine(s), rejection or failure to index the URL by the search engine due to technical aspects or specifications of the website or technical imperfections or failure to comply with and/or follow the advice provided by the client. (statistical) data (indications) provided by or on behalf of the Contractor are always indicative unless explicitly stated otherwise. The Client cannot derive any rights from this data. A best-effort obligation and not a performance obligation, therefore, applies to both Search Engine Optimization (SEO) and Search Engine Advertising (SEA) services.

20.2 In Article 16, the Contractor is not liable for errors from work performed by third parties, notably Google and Overture (Yahoo Company).

Article 21: Final Provisions

21.1 Neither Party is entitled to transfer the rights and obligations under this agreement without the written consent of the other party.

21.2 Changes and additions to the agreement between the Contractor and the Client are only valid if agreed in writing between the parties.

21.3 Notwithstanding Article 21.2, the Contractor has the right to change these General Terms and Conditions unilaterally. Changes also apply to agreements already concluded. Changes will be announced to the Client in writing or by e-mail and will take effect thirty (30) days after the announcement unless a different date is indicated.

21.4 If a provision of the agreement or the General Terms and Conditions proves to be invalid, this will not affect the validity of the entire agreement. In that case, the Contractor has the right to substitute a provision – not unreasonably onerous for the Client – that comes as close as possible to the invalid one.

21.5 If these General Terms and Conditions and the order confirmation or the written agreement contain conflicting provisions, the provisions included in the order confirmation or the written agreement will apply.

Article 22: Applicable Law and Choice of Forum

22.1 All agreements between the parties and obligations arising from there or in connection, in addition to that, are exclusively governed by the applicable Dutch law.

22.2 All disputes arising from or related to the agreements and obligations referred to in the previous paragraph and which will be brought before the court in the suitable place for the Contractor. Nevertheless, the Contractor has the right to submit disputes to the competent court in the place of residence of the Client.

