



## General terms and conditions

### Article 1: General / Definitions

1.1 These Terms and Conditions may also be downloaded from the following page <http://www.eseo.com> (hereinafter referred to as "Terms and Conditions").

1.2 These terms and conditions are to be observed by the following persons:

a) Customer: any natural or legal person who has or wishes to conclude an agreement with ESEO, as well as its agents, plenipotentiaries, successors and heirs.

b) Contractor: Trade name ESEO located at Reinwardtstraat 110 in The Hague 2522AG, registered in the Commercial Register of the Chamber of Commerce under number 70790299.

1.3 In all cases in which these conditions are stated "in written form", they are meant in the broadest sense of the word and literally, also by e-mail.

### Article 2: Applicability

2.1 These terms and conditions apply to all offers and agreements relating to services offered by ESEO and to all legal relationships between ESEO and the customer.

2.2 If and in so far as one or several provisions of these general terms and conditions deviate in writing, the provisions which are not expressly deviated from shall remain in full force and effect.

2.3 Changes to these written general terms and conditions apply only to the cases specified in the respective agreement.

2.4 The customer also accepts these general terms and conditions in relation to subsequent offers, subsequent deliveries and services of ESEO, subsequent orders given by the customer to ESEO and subsequent agreements between ESEO and the customer.

2.5 Should ESEO commission third parties, these General Terms and Conditions also apply.

2.6 The applicability of other terms and conditions by the customer and/or third parties is expressly rejected by ESEO.

### Article 3: Offer

3.1 All offers and/or proposals by ESEO are non-binding, unless ESEO declares otherwise in written form.

3.2 The prices in the above mentioned offers and/or proposals are exclusive of VAT, unless otherwise stated. The prices can be adjusted annually if this is determined by ESEO.

3.3 An agreement is only concluded after ESEO has accepted an order in written form by means of an associated order confirmation. For activities for which no offer or order confirmation is sent due to their nature and/or size, the commencement of the execution of the work is deemed to be an order confirmation.



## General terms and conditions

### Article 4: Execution of the contract and services

4.1 ESEO will perform the Agreement to the best of its knowledge and belief and in accordance with the requirements of good execution. ESEO will endeavor to perform the work properly and carefully, to protect the interests of the customer to the best of its knowledge, and to strive for a result that is useful to the customer. However, ESEO can not guarantee that the result desired by the customer will always be achieved.

4.2 The Customer shall ensure that all data that ESEO indicates are necessary or whose Customer reasonably understands that they are necessary for the performance of the Agreement, shall be provided to ESEO in a timely manner (within the agreed timeframe with ESEO). If ESEO has not been provided with information required to implement the Agreement in time, ESEO has the right to suspend performance of the Agreement and/or to claim the additional costs resulting from the delay in customary rates to the Customer. The allowed duration for the delivery of this required information is specified in the contract.

4.3 If it has been agreed that the project/contract/agreement will be carried out in phases, ESEO may suspend the preparation of the parts that belong to a subsequent phase until the client has approved and/or paid the results of the previous phase in written form.

4.4 The execution of the contract will take effect from the date on which the customer and ESEO have reached an agreement.

### Article 5: Additional work

5.1 ESEO has to adjust the right price through its services in the case of changes to the agreed project or proposal, including in terms of design, functionality, implementation, method, size, analysis and/or reporting in consultation with or at the request of the customer.

5.2 ESEO is entitled to request additional supplements, tests, discussions and/or executions on the Customer's request.

### Article 6: The task

6.1 If ESEO does not expect to meet a deadline set out in an offer or agreement, ESEO will inform the customer as soon as possible.

### Article 7: Analysis reports

7.1 Analytical reports will be prepared by ESEO according to a project proposal, offer or agreement.

7.2 If no reporting method is specified, reporting will be in Dutch and/or English and in accordance with good execution standards.

7.3 The amounts and/or figures in the ESEO analysis reports relating to media use are purely indicative, and no rights can be derived from these amounts and/or figures. If the amounts and/or



## General terms and conditions

figures from the ESEO analysis reports differ from the actual amount and/or the actual number given in the last invoice, then only actual amounts and/or numbers mentioned in the last invoice will apply.

### **Article 8: Provisional amendments to the Agreement**

8.1 Inter-contractual changes can only be agreed upon by mutual agreement. For changes, which the customer carries out unilaterally and one-sided, ESEO is not responsible and accepts no liability.

8.2 Despite Article 8.1, ESEO has the right (in the interest of the service and to try to optimize the result for the customer) to change the titles, keywords, advertisements and descriptions in its sole discretion and without the prior consent of the customer.

8.3 If the parties agree that the contract will be amended or supplemented, the time of completion of the execution may be affected. ESEO will inform the customer about this.

8.4 If the changes or additions to the contract have any financial and/or qualitative effects, ESEO is entitled to charge the customer for the costs. ESEO will inform the customer in advance.

8.5 If a fixed amount has been agreed, ESEO will indicate to what extent the amendment to the contract will result in exceeding this fee.

8.6 Notwithstanding Article 8.3, ESEO will not be responsible to charge any additional costs if the change or addition is due to circumstances attributable to ESEO.

### **Article 9: Responsibility of the customer**

9.1 The customer is responsible for their own facilities and the consequences thereof.

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

9.3 The customer is responsible for the accuracy of the texts, images or other data supplied by him to ESEO.

9.4 The customer is responsible for the correctness of the tests and/or concepts accepted by him for which he has made no corrections to ESEO.

9.5 Texts, images or other data created by ESEO on behalf of the customer shall be deemed to have been accepted by the customer unless the desired changes are communicated in written form electronically within fourteen (14) days of publication.

9.6 The client assures his power of attorney if an assignment in favor of third parties takes place.

9.7 The customer guarantees at all times that the material he supplies to ESEO does not violate the rights of third parties, including intellectual property rights.

9.8 The client is obliged to always provide all data, instructions and information required for the performance of the agreed services in a timely manner.



## General terms and conditions

### Article 10: Confidentiality

10.1 The parties are obliged to keep all confidential information received from one another or from another source concealed under the Agreement, whether in written or in verbal form. Information is considered confidential if communicated by the other party or if it results from the nature of the information.

10.2 ESEO reserves the right to use the name of the customer as a reference and publish it as such.

10.3 The (personal) data provided to ESEO shall be treated confidentially as required by the Personal Records Act. The information provided is stored in a file. This information will not be disclosed to third parties.

### Article 11: Exclusivity and non-competition

11.1 The customer grants ESEO the exclusive right to fulfill the contract for the duration of the contract and in compliance with the contractual provisions.

11.2 During the term of the Agreement and for a period of one (1) year after termination, the Customer may not, directly or indirectly, employ an ESEO employee or enter into a contractual relationship with an ESEO employee unless ESEO has written notice of such granted permission.

11.3 For any breach of the provision in article 11.2, the Customer forfeits an immediately due fine of EUR 50,000 per infringement and EUR 1,000 per day for each additional day on which the breach continues, without prejudice to the right of ESEO, full compensation to demand. This compensation explicitly covers the possible costs of judicial and extrajudicial enforcement of the rights of ESEO; in the first case, these costs are not limited to the costs of litigation found, nor are costs for establishing the infringement and establishing liability.

### Article 12: Intellectual rights

12.1 All documents provided by ESEO, of whatever nature, are exclusively intended to be used by the customer. The Customer is not permitted to publish and/or reproduce any information received from ESEO in any form whatsoever, including understanding, selling, processing, providing, distributing, and integrating into or after processing the networks unless such disclosure and/or reproduction is permitted by ESEO in written form and/or such disclosure and/or reproduction is the intention of the nature or purpose of the agreement with ESEO.

12.2 ESEO reserves the right to use the knowledge acquired for the execution of the work for other purposes, provided no confidential information of the client is brought to the attention of third parties.

12.3 The Client indemnifies ESEO against all third-party claims regarding intellectual property rights and the publication of texts, images or other data provided by or on behalf of the Customer. In this context, the parties will not receive digital images of third party networks, unless the other party has evidence to the contrary.



## General terms and conditions

12.4 If ESEO claims the rights of third parties in the performance of the assignment, the customer will not have these rights, but these rights remain with ESEO or the third party.

12.5 All items delivered by ESEO under the Agreement shall remain the property of ESEO until Customer has properly fulfilled all obligations under the contracts concluded with ESEO.

12.6 Goods delivered by ESEO which are subject to the reservation of title in accordance with Article 12.5 may not be resold and may never be used as means of payment. The client is not entitled to mortgage the objects subject to retention of title or to charge them in any other way.

12.7 The customer must do everything reasonable that can be expected of him to secure the property rights of ESEO.

12.8 If third parties take possession of the goods delivered under retention of title or if they want to substantiate or assert their rights, the customer is obliged to notify ESEO immediately.

### **Article 13: Term of contract and termination**

13.1 The contract is concluded for the period specified in the order confirmation and for an indefinite period.

13.2 Upon termination of the Campaign, Search Engine Optimization or Google Adwords Agreement, the contract must be terminated in written form/by e-mail in advance at least one month (30 days) prior to expiration of the contractual relationship. If this is not done, the contract will be extended by at least one year with the number of previously agreed months.

13.3 ESEO also has the right to terminate the contract with immediate effect if:

(a) the customer is declared bankrupt, the customer is granted a moratorium, and in the event of dissolution and liquidation of the customer, or if a prejudice or a final attachment of the property and/or immovable property of the customer has been made;

(b) the customer is in default of fulfillment of its obligations under the contract.

### **Article 14: Fee**

14.1 The fee granted by ESEO does not depend on the result of the services provided.

14.2 All prices and estimates are exclusive of VAT, unless otherwise stated.

14.3 If no fixed fee has been agreed, the fee will be calculated on the basis of the actually used hours. The fee is calculated according to the usual hourly rates of ESEO, which apply in the period in which the work is carried out, unless a different hourly rate has been agreed.

14.4 For all assignments, the costs will be charged monthly in advance. ESEO has the right to adjust its costs due to external circumstances.

### **Article 15: Payment**



## General terms and conditions

15.1 Payment must be made within fourteen (14) days of the invoice date, in a manner specified by ESEO and in the currency in which the invoice is issued.

15.2 After expiry of this term of payment of fourteen (14) days after the invoice date, the customer shall be in default without further reminder or notice of default; The customer is from the time of default until the date of full payment on the amount due at an interest rate of 4% per month, unless the statutory interest is higher, in which case the statutory interest applies.

15.3 Upon conclusion of the contract, ESEO is entitled to demand a deposit from the customer. The deposit and its amount are mentioned in the offer and/or in the contract. ESEO is entitled, after informing the customer, to adjust the deposit during the term of the contract, if

(a) the terms of payment by the customer is exceeded.

(b) an increase in the budget occurs.

The deposit will be deducted at the end of the contract with the last invoice to be paid by the customer. No VAT is payable on the deposit.

15.4 If the customer does not meet the agreed deposit mentioned in article 15.3, then ESEO is entitled to immediately withdraw the offer or proposal, whereby the customer is obliged to refund the expired costs and subscription fees for the contract to ESEO within a maximum time of six (6) months.

15.5 If the Client has gone bankrupt and/or in the event of liquidation of the Client and/or if an anticipation or seizure of the client's movable and/or immovable property has been imposed, the Customer shall fully grant ESEO the sums owed and a payment is immediate without any request from ESEO or notice of default.

15.6 Payments by the customer always serve first to settle all owed interest and costs and then to the longest due claims, even if the client indicates that the payment refers to a later invoice.

15.7 The customer is not allowed to invoke any kind of set-off. If the customer considers that he can assert claims in relation to the agreement with ESEO, he will not release him from his obligation to pay in the agreed manner and he will not be entitled to suspend his payment obligation.

### **Article 16: Collection costs**

16.1 All judicial and extrajudicial costs, including the costs of legal assistance in connection with the recovery of sums owed, shall be borne by the customer.

16.2 ESEO and the Customer agree, in relation to the provisions of Article 16.1, that the extrajudicial collection costs will be charged in accordance with the collection rates of the Dutch Bar Association for a minimum of € 250.

### **Article 17: complaints**



## General terms and conditions

17.1 Any complaint shall lapse if it is not submitted in written form within 14 days of the event to which the complaint relates.

17.2 The lodging of a complaint is without prejudice to the other obligations of the customer.

### **Article 18: Liability**

18.1 Insofar as ESEO is liable, this liability is limited to the amount which the insurer foresees.

18.2 ESEO is not responsible and can not be held liable, directly or indirectly, for any damage or loss. Especially if a website is taken offline or receives a penalty from Google. ESEO can not guarantee that Search Engine Optimization will be successful and can not be held liable for it.

18.3 ESEO assumes that the information provided by the customer is lawful and assumes no liability for the opposite.

18.4 Parties mutually exclude liability for damages or delays caused by errors in the electronic services of ESEO and third parties such as providers, network operators or other telecommunication networks. This also applies if this has only led to a delay in the execution of the order.

18.5 Should ESEO at any time assume liability for damages incurred by the Customer as a result of a defect attributable to the performance of the obligations under the ESEO Agreement, such liability shall in any event be limited to the invoice value of that particular part of the contract to which the Supplier is liable, with the maximum amount specified in Article 18.1.

18.6 Damages for which ESEO is liable on the basis of the preceding paragraph shall be indemnifiable only if the Customer has notified ESEO within fourteen (14) days of their occurrence, unless the Customer reasonably states in written form that such damage is not notifiable within a reasonable time of fourteen (14) days.

18.7 The Customer indemnifies ESEO from the liability of third parties for damages of any kind arising from or in connection with the performance of the contract.

### **Article 19: Force Majeure**

19.1 ESEO is not liable in case of force majeure. Force majeure means in these Terms and Conditions, in addition to what is understood in law and case law, all external causes that were foreseen or not foreseen and beyond which ESEO has no control over, or ESEO being unable to do its part to comply with obligations. Force majeure shall in any case include: strikes, excessive absenteeism of staff, a (temporary) staff shortage, fire, business and technical disturbances within the office or external parties called by ESEO, not sufficient information or provision of information at ESEO's discretion Data or the lack of cooperation of the customer.

19.2 In the event of force majeure, ESEO is entitled to consider the contract dissolved in whole or in part or to terminate the contract or to cancel the assignment without having to pay the client any compensation. In this case, ESEO is obliged to inform the customer immediately.



## General terms and conditions

19.3 If ESEO can partially fulfill its obligations in the event of force majeure, it is entitled to charge separately for the part already executed or executable, and the customer is obliged to pay this invoice as if it were a separate agreement.

### **Article 20: Special provisions for search engine marketing (SEM)**

20.1 ESEO reserves the following rights with regard to the product search engine marketing (SEM): ESEO will endeavor to perform the order in the best possible way.

In this respect, the Search Engine Optimization (SEO) product strives for a good qualitative indication or positioning in the most commonly used Dutch (or otherwise agreed) search engines. ESEO has a best effort commitment for the absolute score and if possible, a top 50 position is sought. ESEO reserves the right to deviate from this in cases of difficulty to position words, spam from third parties, non-indexing by the search engine (s), rejection or non-indexing of the URL by the search engine due to technical aspects or specifications of the website or technical imperfections or the Failure to comply with ESEO's advice to the customer. The (statistical) data provided by or on behalf of ESEO (Indications) are indicative only, unless expressly stated otherwise. From this data, the customer can not derive any rights. For Search Engine Optimization (SEO) and Advertising Services, there is therefore a best-work commitment and not a performance obligation.

20.2 ESEO is not liable in accordance with Article 18 for any errors or damages resulting from work by third parties, with particular reference to Google and other search engines.

### **Article 21: Links**

21.1 Links created on the customer's website remain the property of ESEO at all times.

21.2 Once the contract has been terminated, the customer must continue to pay at least 50% of the monthly amount as maintenance to maintain the links.

21.3 As soon as the customer no longer pays for this maintenance, the links will be removed by ESEO.

21.4 The permanent placement of links means a period of at least 1 year.

### **Article 22: Final provisions**

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

22.2 ESEO has the right to unilaterally amend these terms and conditions. Changes also apply to already concluded agreements. Changes will be communicated to the customer in written form and will come into effect on the specified date.

22.3 If a provision of the contract or the general terms and conditions prove to be invalid, this shall not affect the validity of the entire contract or the terms and conditions. In this case, ESEO has the right to substitute a provision that is not unduly made on the part of the customer as close as possible to the defect.





## **General terms and conditions**

22.4 In the event that these Terms and Conditions and the order confirmation or the written contract contain conflicting provisions, the provisions in the order confirmation or the written agreement take precedence over these General Terms and Conditions.

22.5 All agreements between parties and obligations arising out of or in connection with them are governed exclusively by Dutch law.

22.6 Disputes are filed before the ordinary court in The Hague, unless ESEO decides otherwise.

22.7 These terms and conditions come into force on January 1st 2018.