

dofollow



dofollow. wegwijis in online marketing

# General terms and conditions

## Article 1. Definitions

- 1.1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly stated otherwise or the context otherwise requires:
  - a. dofollow: the user of these general terms and conditions: dofollow, established at Willemsplein 44-2 in Arnhem, registered with the Chamber of Commerce under Chamber of Commerce number 88435016;
  - b. client: the legal entity or the natural person acting in the exercise of his profession or business who enters into an agreement with dofollow or who wishes to enter into an agreement with dofollow;
  - c. agreement: the agreement between dofollow and the client;
  - d. activities: all (online marketing) activities to be carried out by dofollow on behalf of the client, including search engine optimization;
  - e. work: all texts, advice, analyses, reports, quotations, designs, etc. and all other work within the meaning of the Copyright Act that dofollow has produced in the context of the agreement;
  - f. search engine: Google and any other company that operates an online search engine;
  - g. social media platform: Facebook, Instagram, X, LinkedIn and any other company that operates an online social media platform.

## Article 2. General

- 2.1. These general terms and conditions apply to all quotations from dofollow, to all agreements between dofollow and the client and to all work that dofollow carries out for the client.
- 2.2. Any deviations from these general terms and conditions are only valid if they have been expressly agreed in writing or by e-mail.
- 2.3. The applicability of any purchasing or other conditions of the client is expressly rejected.
- 2.4. If one or more of the provisions in these general terms and conditions are null and void or are annulled, the other provisions of these general terms and conditions will remain fully applicable. The null and void or annulled provisions will be replaced by dofollow, whereby the purpose and scope of the original provision(s) will be taken into account as much as possible.

- 2.5. dofollow has the right to unilaterally change the general terms and conditions and to declare the new general terms and conditions applicable to the existing agreement. The client will be notified in writing or by e-mail of the changed general terms and conditions and of the date of entry into force.
- 2.6. If dofollow does not always require strict compliance with these general terms and conditions, this does not mean that these general terms and conditions would not apply or that dofollow would lose the right to require strict compliance with these general terms and conditions in future cases, whether or not similar.

### Article 3. Offers and quotations

- 3.1. All quotes from dofollow are without obligation and are valid for 60 days, unless expressly stated otherwise.
- 3.2. The client guarantees the correctness and completeness of the requirements and specifications of the performance and other data on which dofollow bases its offer, as provided by or on behalf of the client to dofollow. If it appears that this data is not correct or complete, this may have consequences for the price.
- 3.3. dofollow is not bound by an acceptance by the client that deviates from the quotation.
- 3.4. A composite quotation does not oblige dofollow to perform part of the assignment for a corresponding part of the stated price.
- 3.5. Obvious errors or mistakes in publications, quotations, e-mail messages and on the dofollow website do not bind dofollow.
- 3.6. Offers or quotations do not automatically apply to future orders.
- 3.7. If no agreement is reached on the basis of the quotation, the quotation and all associated documents must be returned to dofollow immediately by the client at the first request of dofollow and at his expense and risk. The quotations and associated documents provided by dofollow to the client remain the property of dofollow and may not be used, reproduced or made public without the permission of dofollow.

### Article 4. Formation and content of the agreement

- 4.1. The agreement is concluded after the client has expressly agreed to dofollow's quotation by e-mail or after the client has signed the quotation electronically or accepted it in writing.
- 4.2. The work that dofollow will perform for the client is clearly described in the quotation. The client cannot claim additional or supplementary work, unless the parties have agreed to such a supplement in writing or by e-mail.

## Article 5. Duration and termination

- 5.1. The agreement is entered into for a fixed period of 3 months, unless the parties have agreed otherwise. The fixed-term agreement cannot be terminated prematurely. After the expiry of the term, the agreement is automatically extended for an indefinite period, unless the agreement is terminated in accordance with article 5.2.
- 5.2. Parties may terminate the fixed-term agreement at the end of the term.
- 5.3. Parties may terminate the agreement extended for an indefinite period at any time.
- 5.4. Cancellation must be made in writing or by email and with a notice period of 1 month.

## Article 6. Execution of the agreement

- 6.1. The commitment concerns an obligation of effort and not an obligation of result. The remuneration of dofollow is not dependent on the result, unless expressly agreed otherwise.
- 6.2. dofollow has the right to engage third parties in the performance of the agreement, without notifying the client, to purchase services from third parties and to have the agreement performed in whole or in part by third parties.
- 6.3. dofollow cannot guarantee that the work will result in the client's website ranking higher in search engine results or that the client's website will attract more visitors.
- 6.4. dofollow cannot guarantee that carrying out the work will lead to the result desired by the client, such as increased turnover, more new customers and/or greater brand awareness.
- 6.5. For the execution of the agreement, dofollow may depend on (online) services, websites or software of third parties.
- 6.6. dofollow regularly informs the client about the progress of the work.

## Article 7. Obligations of the client

- 7.1. The client shall ensure that all data specified by dofollow that these are necessary or which the client should reasonably understand that these are necessary for the performance of the agreement, in a timely manner dofollow are provided. If the information required for the execution of the agreement If data is not provided to dofollow in a timely manner, dofollow has the right to suspend the performance of the agreement and/or to suspend the delay resulting from the delay. additional costs charged to the client to bring.
- 7.2. The client must grant dofollow all authorizations necessary to carry out the work, including authorization to create accounts with search engines and social media platforms.
- 7.3. If dofollow requests this, the client must add codes and software, such as Google Analytics, to his website so that the results of the work can be viewed.
- 7.4. The client is responsible for the accuracy, completeness and reliability of the data provided by him, even if it comes from third parties.
- 7.5. The data provided must comply with the specifications prescribed by dofollow.

- 7.6. The client is responsible for complying with the regulations and guidelines of search engines and social media platforms.
- 7.7. The client indemnifies dofollow against any claims from third parties in connection with suffer damage in the performance of the agreement and which is attributable to the client is attributable.
- 7.8. The client is obliged to inform dofollow without delay about facts and circumstances that may be important in connection with the performance of the agreement.
- 7.9. The client is not permitted, without the prior written or electronic consent of dofollow, to instruct a third party during the agreement to carry out work that is identical to the work that dofollow carries out for the client.
- 7.10. If the client uses Google Ads or a similar service from another search engine, the client is responsible for paying the fees for this to the search engine in question, even if dofollow manages this service. Failure by the client to meet its (financial) obligations towards search engines can never lead to any form of liability on the part of dofollow.
- 7.11. If the client uses a service of a social media platform, the client is responsible for paying the fees for this to the social media platform in question, even if dofollow manages this service. Failure by the client to meet its (financial) obligations towards social media platforms can never lead to any form of liability on the part of dofollow.

#### Article 8. Change of billing address or move

- 8.1. If the client moves or the client's billing address changes, the client must inform dofollow of his new business address and/or new billing address in writing or by e-mail as soon as possible.

#### Article 9. Amendment of the agreement

- 9.1. If during the execution of the agreement it appears that it is for a considerable execution is necessary to change or adjust the work to be performed fill in, the parties will promptly and in mutual consultation conclude the agreement accordingly to adjust.
- 9.2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution will be affected thereby. dofollow will inform the client of this as soon as possible.
- 9.3. If the amendment or addition to the agreement has financial and/or qualitative consequences If this will have consequences, dofollow will inform the client about this in advance.

#### Article 10. Execution period

- 10.1. A stated or agreed implementation period can never be regarded as a fatal deadline.
- 10.2. dofollow is not bound to any final or other implementation deadlines that can no longer be met due to circumstances beyond its control that occurred after the agreement was concluded. Nor is dofollow bound to any final or other implementation deadline if the parties have agreed to a change in the content or scope of the agreement (additional work, change of the assignment, etc.).
- 10.3. Exceeding a performance period never entitles the client to any compensation or to terminate the

agreement. This does not apply in the event of intent or deliberate recklessness on the part of dofollow.

## Article 11. Prices and rates

- 11.1. The prices and rates stated are exclusive of VAT.
- 11.2. dofollow has the right to adjust its rates from time to time. The client will be notified in advance in writing or by e-mail of a rate change. If the client does not agree with the new rates, the client has the right to terminate the agreement by means of a written or electronic statement within 1 month after being notified of the rate change.

## Article 12. Payment

- 12.1. The client must pay invoices received from dofollow within 14 days of the invoice date, unless the parties have agreed otherwise or a different payment term is stated on the invoice.
- 12.2. If the client fails to pay within the set payment term, the client is in default by operation of law. In that case, the client owes dofollow the statutory commercial interest, in accordance with article 6:119a of the Dutch Civil Code, from the date on which the amount due became due until the time of payment. In addition, all collection costs, after the client is in default, both judicial and extrajudicial, are borne by the client. The compensation for extrajudicial collection costs is set at at least 15% of the principal amount due, with a minimum of € 100.
- 12.3. Payments made by the client will first be used to settle any interest and costs due and then any invoices that have been outstanding for the longest period, even if the client specifies a different order of allocation.
- 12.4. The client is not entitled to offset or suspend payment.
- 12.5. dofollow may retain the items, data and documents received or generated in the context of the agreement, despite any existing obligation to surrender them, until the client has paid all amounts owed to dofollow.
- 12.6. In the event of liquidation, bankruptcy or suspension of payments of the client, dofollow's claims on the client will be immediately due and payable.
- 12.7. Rights are always granted to the client on the condition that the client pays the agreed fees in full and on time.

## Article 13. Intellectual property rights

- 13.1. The copyright and all other intellectual property rights with respect to both preliminary and final versions of the work belong to dofollow.
- 13.2. dofollow grants the client, to the extent necessary for the use of the work, a limited and non-transferable right to use the intellectual property rights that rest on the work.
- 13.3. If the client acts in violation of the intellectual property rights of dofollow, dofollow has the right to

- terminate the agreement with immediate effect, without the client being entitled to any form of compensation, and all damages that dofollow has suffered as a result will be charged to the client.
- 13.4. By giving an order for the publication or reproduction of matters protected by the Copyright Act or any other statutory regulation in the field of intellectual property, which have been made available by or on behalf of the client, the client declares that no infringement is made of statutory provisions and/or protected rights of third parties and indemnifies dofollow against claims in this regard from third parties or against the direct and indirect consequences, both financial and otherwise, arising from the publication or reproduction.

#### Article 14. Research into the existence of rights

- 14.1. The assignment does not include conducting research into the existence of trademark rights, design or model protection, copyrights, portrait rights and trade name rights of third parties. The same applies to research into the possibility of such forms of protection for the client.
- 14.2. The client must check for himself whether the materials that he makes available to dofollow for the execution of the agreement do not infringe the trademark rights, design or model protection, copyrights, portrait rights or trade name rights of third parties.

#### Article 15. Suspension, termination and provision of login codes

- 15.1. dofollow is authorized to suspend the fulfillment of the obligations or to terminate the agreement by means of a written statement to dissolve, if:
- a. the client does not or does not fully comply with the (payment) obligations under the agreement;
  - b. circumstances that come to dofollow's attention after the agreement has been concluded give good reason to fear that the client will not fulfil the obligations;
  - c. the client was requested to provide security when concluding the agreement for the fulfillment of his obligations under the agreement and this security is lacking or insufficient;
  - d. if the client has been granted a suspension of payments;
  - e. if the client is declared bankrupt;
  - f. a statutory debt settlement scheme is declared applicable to the client;
  - g. the client's company is liquidated or terminated other than for the purpose of a takeover or merger of companies.
- 15.2. Furthermore, dofollow is authorized to terminate the agreement if circumstances arise occur which are of such a nature that compliance with the agreement is impossible or can no longer be done according to standards of reasonableness and fairness required or if other circumstances arise which require nature that the unaltered maintenance of the agreement cannot reasonably be expected may be expected.

- 15.3. If the agreement is terminated, dofollow's claims on the immediately due and payable by the client. If dofollow fails to fulfil the obligations suspends, he retains his claims under the law and the agreement.
- 15.4. dofollow always reserves the right to claim damages, including loss of turnover.
- 15.5. After termination or dissolution of the agreement, dofollow will provide the client with all login codes of accounts that it has managed for the client.

## Article 16. Liability and limitation

- 16.1. dofollow cannot be held liable for any damages that are a direct or indirect consequence of:
  - a. an event that is in fact beyond his control and therefore cannot be attributed to his actions and/or omissions, as described, among other things, in Article 17 of these general terms and conditions;
  - b. any act or omission of the client, its subordinates or other persons employed by or on behalf of the client.
- 16.2. dofollow can never be held liable for the consequences of the client's failure to comply with regulations and guidelines of search engines or social media platforms.
- 16.3. dofollow cannot be held liable for any damage resulting from the policies of search engines or social media platforms or from the enforcement of these policies.
- 16.4. It is possible that dofollow is temporarily unable to perform work due to maintenance or updating of a system, website or software. dofollow is not liable for such a temporary interruption.
- 16.5. The client is responsible under all circumstances for the correctness and completeness of the data and documents supplied by him. dofollow is never liable for any damage that is (partly) caused because the data, documents and elaborated designs supplied by the client are incorrect and/or incomplete. The client indemnifies dofollow against all claims in this regard.
- 16.6. If the client or a third party makes changes to the work delivered by dofollow, dofollow excludes all liability.
- 16.7. dofollow is not liable for damage of any nature or for any reason whatsoever, caused by (online) services, websites or software of third parties.
- 16.8. The client is responsible for the decisions he makes, whether or not based on advice from dofollow.
- 16.9. dofollow cannot be held liable by the client if the result resulting from the work does not meet the client's expectations.
- 16.10. dofollow is not liable for any mutilation or loss of data resulting from transmission of the data using telecommunications facilities.
- 16.11. dofollow can never be held liable for damage caused by hacker activities.
- 16.12. Any liability of dofollow for consequential damage is excluded. In this context, consequential damage is understood to mean in any case: loss of profit, missed savings, loss of turnover, costs incurred to prevent or determine consequential damage, loss or damage of data, delay damage, labor costs, reputational damage and imposed fines.

- 16.13. If dofollow is liable for any damage, then the liability of dofollow is limited to the amount of the payment made by the insurer of dofollow. If the insurer does not pay out in any case or the damage is not covered by the insurance, then the liability is limited to a maximum of the invoice amount, or at least to that part of the agreement to which the liability relates. If the liability relates to a long-term agreement, then the liability is limited to the monthly amount that dofollow charged the client for the month in which the event causing the damage occurred.
- 16.14. The limitations of liability for direct damage included in this article do not apply if the damage is due to intent or deliberate recklessness on the part of dofollow.
- 16.15. Any claims and other powers of the client against dofollow, for whatever reason, shall in any case expire one year after the moment at which the client became aware or could reasonably have been aware of the existence of these rights and powers.

## Article 17. Force majeure

- 17.1. Force majeure on the part of dofollow occurs, among other things, if dofollow is prevented from fulfilling its obligations under the agreement or the preparation thereof as a result of: internet failure, virus infection or computer hacking by third parties, failure in a system, website or software of dofollow or which dofollow uses, power failure, failure in e-mail traffic, weather conditions, natural disasters, traffic disruption, strikes, theft, fire, illness of the natural person who executes the agreement on behalf of dofollow, government measures and errors or changes in software, website or (online) services of third parties. Force majeure also includes any event or circumstance as a result of which compliance by dofollow has become so difficult and/or expensive in comparison with the circumstance at the time the agreement was concluded that compliance can no longer reasonably be expected.
- 17.2. Force majeure shall also be understood to mean a non-attributable shortcoming of a third party engaged by dofollow.
- 17.3. dofollow also has the right to invoke force majeure if the circumstance which prevents (further) compliance occurs after dofollow has fulfilled its obligations should have complied with.
- 17.4. To the extent that dofollow is already partially in breach of contract at the time of the occurrence of force majeure, has fulfilled or will be able to fulfil its obligations under the agreement, and the part that has been fulfilled or is yet to be fulfilled has an independent value, is dofollow entitled to fulfil the obligations already fulfilled or fulfilled part to be declared separately.
- 17.5. In the event of a force majeure situation, dofollow will inform the client thereof.

## Article 18. Complaints

- 18.1. Complaints about the work must be reported to dofollow by the client as soon as possible, but no later than 30 days after completion of the work to which the complaint relates, in writing or by e-mail.
- 18.2. The client must give dofollow the opportunity to investigate the complaint. The fact that dofollow

proceeds to investigate a complaint does not imply that dofollow acknowledges that the work performed is defective.

- 18.3. Complaints about the work and/or the invoice do not suspend the client's payment obligation.
- 18.4. If dofollow considers the complaint of the client to be justified, the client will give dofollow the opportunity to still perform the work. In the event that still performing the work is no longer possible or meaningful, dofollow will only be liable within the limits of article 16.

## Article 19. Confidentiality

- 19.1. Both parties are obliged to maintain confidentiality of all confidential information that they have obtained from each other or from other sources in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information.
- 19.2. If, based on a statutory provision or a court order, dofollow confidential information is required to be disclosed to persons designated by law or competent court to provide third parties, and dofollow cannot rely on this in this regard a right to refuse to testify that is recognised or permitted by law or by a competent court, then dofollow is not liable for any damages or compensation and the client is not entitled to terminate the agreement on the grounds of any damage caused by this.
- 19.3. dofollow cannot guarantee that search engines will keep confidential information or data of the client secret. For information about data processing by search engines, the client should consult the privacy policy of the search engine in question.
- 19.4. dofollow cannot guarantee that social media platforms will keep confidential information or data of the client secret. For information about the data processing by social media platforms, the client should consult the privacy policy of the social media platform in question.

## Transfer

- 19.5. The client is not permitted to transfer the rights and obligations under the agreement to a third party without the prior written or electronic consent of dofollow.

## Article 20. Applicable law and competent court

- 20.1. Dutch law applies to the legal relationship between the parties.
- 20.2. All disputes relating to agreements between the client and dofollow will be submitted to the competent court in the district where dofollow is established.