

****Terms and Conditions of SocialBeardsNL v.o.f****

The general partnership SocialBeardsNL (hereinafter referred to as SocialBeardsNL) is registered with the Chamber of Commerce under number 75279738 and is located at Galvanistraat 12 (2871 XT) in Schoonhoven.

****Article 1 - Definitions****

1. In these terms and conditions, the following terms are used with the following meanings, unless explicitly stated otherwise.
2. Offer: any proposal or quotation made to the Client for the provision of Services by SocialBeardsNL.
3. Services: Social media Management, conducting workshops, and designing and creating websites, (online) advertisements, and promotional films.
4. SocialBeardsNL: the service provider that provides Services to the Client.
5. Client: the natural or legal person acting in the exercise of a profession or business who has appointed SocialBeardsNL, has given projects to SocialBeardsNL for Services to be performed by SocialBeardsNL, or to whom SocialBeardsNL has made a proposal based on an Agreement.
6. Agreement: any Agreement and other obligations between the Client and SocialBeardsNL, as well as proposals from SocialBeardsNL for Services provided to the Client and accepted and executed by SocialBeardsNL, with which these terms and conditions form an inseparable whole.
7. Subscription: An Agreement with a sustainable intention between the Client and SocialBeardsNL, in which SocialBeardsNL offers package forms.
8. Social media: The Facebook, Instagram, TikTok, Snapchat, LinkedIn, or Twitter account of the Client for which they use the services of SocialBeardsNL.
9. Content: an element, image, video, or text that can be shared on a website or Social media channel.
10. Post: the content that SocialBeardsNL posts on Social media, such as a message, photo, story, or video.

****Article 2 - Applicability****

1. These terms and conditions apply to every Offer from SocialBeardsNL, every Agreement between SocialBeardsNL and the Client, and every service offered by SocialBeardsNL.
2. Before an Agreement is concluded, the Client will be provided with these terms and conditions. If this is not reasonably possible, SocialBeardsNL will indicate to the Client how the Client can review the terms and conditions.

****3.** Deviation from these terms and conditions is not possible. In exceptional situations, deviations from the terms and conditions can be made insofar as this has been explicitly agreed upon in writing with SocialBeardsNL.

4. These terms and conditions also apply to additional, modified, and follow-up assignments from the Client.
5. The Client's terms and conditions are excluded.
6. If one or more provisions of these terms and conditions are partially or wholly null and void or annulled, the remaining provisions of these terms and conditions will remain in effect, and

the null/annulled provision(s) will be replaced by a provision with the same intent as the original provision.

7. Ambiguities about the content, explanation, or situations not regulated in these terms and conditions must be assessed and explained in the spirit of these terms and conditions.

8. The applicability of articles 7:404 BW and 7:407 paragraph 2 BW is explicitly excluded.

9. Where these terms and conditions refer to she/her, this should also be understood as a reference to he/him/his, where applicable.

10. In the event that SocialBeardsNL has not always demanded compliance with these terms and conditions, it retains the right to demand full or partial compliance with these terms and conditions.**

****Article 3 - The Offer****

1. All offers made by SocialBeardsNL are non-binding, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.

2. Prior to the conclusion of the Agreement, an intake interview takes place. The Offer is based on the wishes and further data and information provided by the Client during or after the intake interview.

3. SocialBeardsNL is only bound by an Offer if it is confirmed in writing by the Client within 60 days. Nonetheless, SocialBeardsNL has the right to refuse an Agreement with a (potential) Client for a valid reason.

4. The offer contains a description of the Services offered. The description is sufficiently detailed to enable the Client to make a proper assessment of the offer. Any data in the offer are only indicative and cannot be a reason for any compensation or the dissolution of the Agreement.

5. Offers or quotations do not automatically apply to follow-up assignments.

6. Delivery times in SocialBeardsNL's offer are indicative and do not entitle the Client to dissolution or compensation in case of exceeding these times, unless explicitly agreed otherwise.**

****Article 4 - Formation of the Agreement****

1. The Agreement is established at the moment the Client has accepted an Offer or Agreement or order confirmation from SocialBeardsNL by returning a signed copy (scanned or original) to SocialBeardsNL, or by giving explicit and unambiguous approval of the Offer in writing.

2. SocialBeardsNL has the right to revoke the (signed) Agreement within 5 working days after receiving the acceptance.

3. SocialBeardsNL is not bound by an Offer if the Client could reasonably have expected or should have understood that the Offer contained an obvious mistake or clerical error. The Client cannot derive any rights from this mistake or error.

4. Every Agreement entered into with SocialBeardsNL or every project assigned by the Client to SocialBeardsNL is with the company and not with an individual associated with SocialBeardsNL.

5. The Client's right of withdrawal is excluded unless otherwise agreed.

6. If the Agreement is entered into by multiple Clients, each Client is individually and jointly liable for fulfilling all obligations arising from the Agreement.

****Article 5 - Duration of the Agreement****

1. The Agreement is entered into for a definite period unless the content, nature, or scope of the assignment implies that it is for an indefinite period. The duration of the assignment is also dependent on external factors, including but not limited to the quality and timely provision of information that SocialBeardsNL obtains from the Client.
2. Both the Client and SocialBeardsNL can dissolve the Agreement due to an attributable failure in the performance of the Agreement if the other party has been given written notice of default and a reasonable period to fulfill its obligations, and it still fails to properly fulfill its obligations. This includes the payment and cooperation obligations of the Client.
3. The dissolution of the Agreement does not affect the Client's payment obligations for the work already performed or services already delivered by SocialBeardsNL at the time of dissolution. The Client must pay the agreed compensation.
4. Unless otherwise agreed, the Parties cannot terminate the Agreement prematurely. In the event of premature termination, the Client owes SocialBeardsNL the full costs mentioned in the Agreement unless otherwise agreed.
5. Both the Client and SocialBeardsNL can terminate the Agreement wholly or partially in writing with immediate effect without further notice of default if one of the parties is granted a moratorium, bankruptcy is filed, or the relevant business is terminated through liquidation. If such a situation occurs, SocialBeardsNL is never obliged to refund already received funds and/or compensation.

****Article 6 - Provision of Services****

1. SocialBeardsNL will make every effort to perform the agreed service with the utmost care as can be expected of a good service provider. SocialBeardsNL guarantees professional and independent service. All Services are performed on a best-effort basis, unless a result has been explicitly and in detail agreed upon in writing.
2. The Agreement under which SocialBeardsNL performs the Services is leading for the scope and extent of the service provision. The Agreement will only be executed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
3. The information and data provided by the Client form the basis on which the Services offered by SocialBeardsNL and the prices are based. SocialBeardsNL has the right to adjust its services and prices if the provided information proves to be incorrect and/or incomplete.
4. In the performance of the Services, SocialBeardsNL is not obliged or bound to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions result in additional work for SocialBeardsNL, the Client is obliged to reimburse the additional costs accordingly based on a new quotation.
5. SocialBeardsNL is entitled to engage third parties at its own discretion for the performance of the Services.
6. If the nature and duration of the assignment require it, SocialBeardsNL will keep the Client informed of the progress in the agreed manner.
7. The performance of the Services is based on the information provided by the Client. If the information needs to be changed, this may affect any established schedule. SocialBeardsNL is never liable for adjusting the schedule. If the start, progress, or delivery of the Services is delayed because, for example, the Client has not or not timely provided all requested

information in the desired format, does not provide sufficient cooperation, an advance payment has not been received by SocialBeardsNL on time, or due to other circumstances that are for the account and risk of the Client, SocialBeardsNL is entitled to a reasonable extension of the delivery period. All damage and additional costs resulting from a delay due to a cause as mentioned above are for the account and risk of the Client.

8. To the extent that it has been agreed that SocialBeardsNL will post content or make changes to the Client's social media account, the Client will grant SocialBeardsNL access to all locations, Services, and social media under its management as reasonably necessary for the effective execution of the Agreement.

9. The Client is obliged to do and refrain from doing everything that is reasonably desirable and necessary to enable the proper and timely performance of the Services by SocialBeardsNL.

****10.** SocialBeardsNL is entitled, but never obliged, to investigate the accuracy, completeness, or consistency of the source materials, requirements, or specifications provided to it. If any deficiencies are identified, SocialBeardsNL is entitled to suspend the agreed work until the Client has remedied the deficiencies.******

****Article 7 - Subscriptions****

1. SocialBeardsNL packages are primarily offered in subscription form unless explicitly agreed otherwise.
2. An Agreement for a Subscription is a minimum of 12 months and terminates automatically. A subscription cannot be terminated prematurely. After an evaluation period, a renewed subscription will be offered.
3. Within a subscription, a SocialBeardsNL package can be upgraded to another, subsequent SocialBeardsNL package. The change is made through an unambiguous written notification to SocialBeardsNL before the end of the relevant month. If the Client cancels a subscription after the start of a new month, the subscription will be changed starting from the next month. Downgrading a subscription is only possible with a three-month notice period.

****Article 8 - Client Obligations****

1. The Client is obliged to provide all information requested by SocialBeardsNL, as well as relevant attachments and related information and data, timely and/or before the start of the work and in the desired form for the proper and efficient execution of the Agreement. Failing this, SocialBeardsNL may not be able to fully execute and/or deliver the relevant documents. The consequences of such a situation are always the responsibility and risk of the Client.
2. SocialBeardsNL is not obliged to verify the accuracy and/or completeness of the information provided to it or to update the Client regarding the information if it has changed over time, nor is SocialBeardsNL responsible for the accuracy and completeness of the information compiled by SocialBeardsNL for third parties and/or provided to third parties in the context of the Agreement.
3. SocialBeardsNL may request additional information if necessary for the execution of the Agreement. Failing this, SocialBeardsNL is entitled to suspend its work until the information is received, without being obliged to compensate any damages whatsoever to the Client. In the event of changed circumstances, the Client must inform SocialBeardsNL immediately, or at the latest within 3 working days after the change has become known.

****Article 8 - Workshops****

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1. The Service Provider can organize a Workshop regarding the use of Social Media if commissioned to do so. The content of the Workshop is non-binding and purely advisory in nature, but the Service Provider will observe the care obligations incumbent upon it. The Client decides independently and at their own responsibility whether to follow the advice and tips given during the Workshop.
2. Prior to the commencement of the work, the Client will inform the Service Provider through the intake interview of all circumstances that are or may be relevant, including any points and priorities for which the Client wishes attention. The content of the Workshop is then compiled by the Service Provider based on the data and information provided by the Client during or immediately after the intake interview.
3. The nature of the service implies that the result is always dependent on external factors that may influence the execution of the Workshop, such as the quality, accuracy, and timely delivery of necessary information and data, and the Client's own efforts and cooperation, as well as that of their employees during the Workshop. The Client is responsible for the quality and timely and accurate delivery of the required data and information and for the commitment from the Client and their employees participating in the Workshop.
4. The Workshop organized by the Service Provider, in any form, can never be considered financial advice. If the Service Provider assists the Client through Social Media management, this form of service is also never binding.
5. At the first request of the Service Provider, the Client is obliged to review the proposals submitted by the Service Provider. If the Service Provider is delayed in its work because the Client does not or does not timely evaluate a proposal made by the Service Provider, the Client is always responsible for the consequences, such as delays.

****Article 9 - Advice****

1. SocialBeardsNL can, if commissioned to do so, prepare advice, a plan of approach, design, report, schedule, and/or documentation for the purpose of the service provision. The content of this is non-binding and purely advisory in nature, but SocialBeardsNL will observe the care obligations incumbent upon it. The Client decides independently and at their own responsibility whether to follow the advice.
2. At the first request of SocialBeardsNL, the Client is obliged to review the proposals submitted by SocialBeardsNL. If SocialBeardsNL is delayed in its work because the Client does not or does not timely evaluate a proposal made by SocialBeardsNL, the Client is always responsible for the consequences, such as delays.
3. The nature of the service implies that the result is always dependent on external factors that may influence the reports and advice of SocialBeardsNL, such as the quality, accuracy, and timely delivery of necessary information and data from the Client and their employees. The Client is responsible for the quality and timely and accurate delivery of the required data and information.

****Article 10 - Content****

1. The Client is obligated to provide all necessary information, data, and documents in a timely, complete, accurate, and desired format for the development and realization of content.
2. Creating content, visual and film works is an expression of creativity, taste, and uniqueness. If the Client agrees to the Offer or script as presented by SocialBeardsNL, this also implies agreement with the approach and style adopted by SocialBeardsNL. SocialBeardsNL reserves the right to execute the content of its services, to the extent not explicitly specified by the Client, according to its own technical and creative judgment.
3. If for an effective execution of the Agreement SocialBeardsNL is compelled to rent additional material or space, or if it becomes apparent afterwards that more time is needed for editing, additional costs may be charged during the assignment, such as costs for a location visit. This will be based on post-calculation. SocialBeardsNL will inform the Client about this in a timely manner.
4. SocialBeardsNL may require the Client to make additional agreements regarding the execution, costs, or duration of the assignment if weather conditions or other external factors, in the opinion of SocialBeardsNL, hinder an effective execution of the Agreement. Such circumstances are considered force majeure. Any damage or delay due to a force majeure situation shall not constitute grounds for liability on the part of SocialBeardsNL and do not entitle the Client to compensation.
5. All deadlines provided by SocialBeardsNL are never deemed to be strict deadlines, unless explicitly determined otherwise by SocialBeardsNL in the Agreement. SocialBeardsNL will deliver the works to be developed when they meet the specifications of the Client in its professional opinion, which may thus deviate from the agreed delivery period. If the commencement, progress, or delivery of the Services is delayed, for example, due to the Client not providing all requested information in a timely manner, not providing sufficient cooperation, the (advance) payment not being received by SocialBeardsNL on time, or due to other circumstances for which the Client is responsible, SocialBeardsNL is entitled to a reasonable extension of the delivery period.
6. SocialBeardsNL endeavors to realize the service within the agreed period to the extent reasonably expected of it. In case of urgency, the Client is obligated to pay the compensation associated with it.
7. SocialBeardsNL is entitled to retain the developed film and content until the Client has paid all outstanding invoices. In such a case, SocialBeardsNL is not liable for any delay or damage resulting from the delay.
8. If the Client wishes to have a variant, derivative version, or only elements of the visual material or content developed by SocialBeardsNL made by a third party or makes it themselves

****Article 10 - Content** cont'd**

8. If the Client wishes to have a variant, derivative version, or only elements of the visual material or content developed by SocialBeardsNL made by a third party or makes it themselves, the Client must obtain prior explicit written consent from SocialBeardsNL. Without prior written consent from SocialBeardsNL, any modified version of SocialBeardsNL's work will be considered an infringement of SocialBeardsNL's intellectual property rights or copyrights.

9. SocialBeardsNL has the right to use all works, designs, and all items on which its intellectual property rights rest for its own promotion and/or publicity without (prior) explicit consent from the Client being required.

10. The intellectual property rights and copyrights to films and other visual material remain with SocialBeardsNL, unless explicitly agreed otherwise. The Client generally obtains a right of use after the moment of delivery and provided that all outstanding invoices have been paid. For other provisions regarding the intellectual property rights concerning the work realized by SocialBeardsNL, reference is made to article 20 of these general terms and conditions.

****Article 11 - Social Media Management****

1. As part of the service, SocialBeardsNL may manage the Client's social media accounts to improve the account, market position, brand awareness, or image (promotion). If it is agreed that SocialBeardsNL will perform such Social Media Management, the Client must provide its full cooperation, as well as access to its website, account, and all necessary codes and login details upon first request from SocialBeardsNL, unless otherwise agreed.

2. The scope of Social Media Management extends only to what is explicitly agreed upon by the parties. SocialBeardsNL generally posts only the content provided by the Client itself or for which the Client has explicitly granted prior approval. SocialBeardsNL will never post content without the Client's (prior) knowledge or approval. All content, layout changes, or other improvements made by SocialBeardsNL are proposed to the Client to the extent that SocialBeardsNL deems these changes beneficial to the Client.

3. The nature of the service means that any results that may be achieved are dependent on various external factors that can influence the service's results, such as the quality and availability of the software or services from third parties required for the service's execution, including Google. External factors include, but are not limited to, algorithms, rules, guidelines, policies, technological developments, as well as human actions such as browsing behavior, which may affect the results and methods of SocialBeardsNL. SocialBeardsNL will perform its activities taking into account the aforementioned factors and any changes therein. These provisions do not provide the Client with grounds for termination of the Agreement or a right to compensation.

4. Furthermore, the execution of Social Media Management is always dependent on the human actions of third parties. Therefore, SocialBeardsNL does not guarantee the achievement of a specific number of likes, new followers, views, etc. When posting Content

on behalf of the Client, SocialBeardsNL adheres to the terms of use of the respective social media platforms. The Client

5. Derive rights if they suffer any form of damage related to the practices and rules as maintained by such social media parties.
6. If, in the view of SocialBeardsNL, the tasks exceed its service provision, it is entitled to engage a third party for such tasks or to facilitate mediation between the Client and a third party for the execution of the service. This applies, among other things, to writing texts, designing logos, creating layouts, making photos, and more.
7. Despite the agreed-upon service provision by SocialBeardsNL, the Client always retains independent responsibility for the use of their social media account(s). If the use of social media or third-party intellectual property works (such as photos, videos, layouts) requires licenses from third parties, the Client will obtain these licenses and ensure strict compliance with the provisions therein.
8. Unless otherwise agreed, the Client is obligated to provide all content intended for Posts at least 1 week before posting these Posts.
9. Executing social media management may cause (temporary) interruptions or changes in ranking on various social media channels regarding the Client's account, which does not justify compensation for the Client.
10. For the execution of social media management, SocialBeardsNL is always dependent on the availability and functionality of the relevant social media channels, as well as the guidelines, rules, and policies of these channels, including third-party policies such as Google's. Therefore, the services are executed considering the limitations imposed by these respective parties.

Article 12 - SEA and Social Media Campaigns (Full Color Package)

1. If SocialBeardsNL sets up SEA or social media campaigns/ads for the Client, the budget is determined by the Client. If the Client wishes for more services than possible based on the current rate, additional costs will be charged. Such services are clearly and in writing documented. The Client may provide content and/or information for this purpose.
2. All campaigns developed by SocialBeardsNL remain the property of SocialBeardsNL and can be transferred to the Client upon request, unless the Client explicitly acquires the intellectual property rights.
3. The nature of the service means that any results that may be achieved are dependent on various external factors that can influence the service's results, such as the quality and availability of software or services from third parties, including Google, required for the execution of the service. External factors such as algorithms, rules, guidelines, policies, technological developments, and human interactions, such as browsing behavior, may also affect the results and methods of SocialBeardsNL. These factors do not provide grounds for termination of the Agreement or claim for compensation by the Client.
4. The execution of SEA and social media campaigns is also dependent on human interactions of third parties. Therefore, SocialBeardsNL does not guarantee achieving specific results, such as a certain number of clicks, conversions, or reach. When

setting up campaigns, SocialBeardsNL adheres to the terms of use of the respective social media platforms. The Client cannot derive any rights if they suffer any form of damage related to the terms of use and regulations of these social media parties.

5. If SocialBeardsNL deems that its service is exceeded, it has the right to engage a third party for such tasks or mediate between the Client and a third party to perform the service. This applies, among other things, to writing texts, designing logos, creating layouts, and photography.
6. In addition to the agreed service of SocialBeardsNL, the Client always has an independent responsibility for the use of their social media accounts. If licenses from third parties are necessary for the use of social media or works of intellectual property of third parties (such as photos, videos, layouts), the Client will obtain these licenses and ensure that the provisions therein are strictly adhered to.
7. Unless otherwise agreed, the Client must provide all content intended for posts at least one week before posting these posts.
8. The execution of social media management may cause temporary interruptions or changes in search position (ranking) on the various social media channels of the Client, which does not justify the Client's right to compensation.
9. For the execution of social media management, SocialBeardsNL is always dependent on the availability and functionality of the respective social media channels, as well as the guidelines, rules, and policies of these channels, and the policies of third parties, such as Google. The services are therefore carried out taking into account the limitations imposed by these parties.
10. If the Client wishes to make interim changes to their social media account themselves or have such changes made by third parties, they must first consult with SocialBeardsNL before these changes are implemented. The Client is responsible for all consequences of changes or adjustments that have not been explicitly approved in advance by SocialBeardsNL. Any harmful consequences of such changes or adjustments do not provide grounds for liability of SocialBeardsNL.

Availability of the necessary software or services from third parties, including Google, during the execution of the service may be affected by external factors such as algorithms, rules, guidelines, policies, technological developments, and human behavior like browsing habits. Therefore, these factors may influence the results and approach of SocialBeardsNL. SocialBeardsNL will conduct its activities taking into account these factors and any changes thereof. The aforementioned provisions do not provide the Client with grounds for terminating the Agreement or claiming damages.

4. If the Client wishes to make interim changes to the campaigns themselves or through third parties, they must first consult with SocialBeardsNL before implementing these changes. The Client is solely responsible for any consequences arising from changes or adjustments initiated by the Client that have not been explicitly approved or agreed upon in advance by SocialBeardsNL. SocialBeardsNL shall not be liable for any harmful consequences resulting from such changes or adjustments.

5. SocialBeardsNL is never responsible or liable if the Client's account is blocked in any way, placed in a shadowban, or otherwise rendered unusable.

Article 13 - Development and Realization of Promotional Films

1. The Client is required to provide all necessary information, data, and documents in a timely, complete, accurate, and desired format for the development and realization of promotional film(s).
2. The parties shall document in writing all characteristics, functionalities, properties, and more of the promotional film to be developed. The promotional film shall be made solely based on these agreed-upon written terms. If the agreed-upon terms are insufficient to meet the Client's requirements, the parties shall engage in discussions and adjust the terms or the Agreement accordingly.
3. The service provider is always entitled to require approval from the Client before delivering a promotional film developed by them or transferring any related storage medium.
4. Creating visual and film works is an expression of creativity, taste, and originality. If the Client agrees to the Offer or script as presented by the service provider, this also implies agreement with the approach and style adopted by the service provider. The service provider has the right to execute the content of their services according to their own technical and creative discretion, unless otherwise expressly communicated by the Client.
5. If effective execution of the Agreement requires the service provider to rent additional materials or space, or if it becomes apparent that more time is needed for editing, additional costs may be incurred during the assignment, such as costs for a location visit. This shall be based on post-calculation. The service provider shall promptly inform the Client thereof.
6. The service provider may require the Client to make additional agreements regarding the execution, costs, or duration of the assignment if weather conditions or other external factors, in the opinion of the service provider, hinder effective execution of the Agreement. Such circumstances shall be deemed force majeure. Any damage or delay resulting from a force majeure situation shall never constitute grounds for liability of the service provider, nor entitle the Client to compensation.

Article 14 - Delivery of Promotional Film

1. All delivery deadlines specified by the service provider are non-binding deadlines, unless explicitly determined otherwise by the service provider in the Agreement. The service provider will deliver the works to be developed when, in their professional opinion, they meet the specifications of the Client, which may differ from the agreed-upon delivery deadline. If the commencement, progress, or delivery of the services is delayed due to reasons such as the Client not providing or not timely providing all requested information, insufficient cooperation, non-timely receipt of the deposit by the service provider, or other circumstances for which the Client is responsible and liable, the service provider is entitled to a reasonable extension of the delivery deadline.
2. The service provider will seek approval from the Client for each (intermediate) phase of delivery.

3. In the case of phased execution, the Client must first approve and settle the outstanding invoice before the service provider proceeds to the next phase. If the Client needs to give approval and/or settle an outstanding invoice, the service provider is entitled to suspend the execution of the Agreement or delivery deadline until the moment the Client has given their approval and/or the related payment has been received.

4. If the service provider requests permission from the Client, the Client must evaluate the work delivered up to that point within 14 days of the first version and approve or reject it. If the Client does not reject the delivered work within this period, the work is deemed accepted, and the phase or assignment is considered delivered. The Client is not entitled to base approval or rejection in a subsequent phase on aspects that were already approved by them in an earlier phase.

5. Once the work has been completed by the service provider in the final phase and approved by the Client, the work is considered delivered. Any changes requested by the Client after the delivery of the final version are considered additional work and accordingly invoiced. For all adjustments requested by the Client after the work has been fully delivered (final version), an amount equivalent to 15% of the total order value will be charged, unless otherwise agreed upon.

6. The service provider endeavors to complete the service within the agreed-upon timeframe to the extent reasonably expected of them. In case of urgency, the Client is required to pay the associated compensation.

7. The service provider is entitled to retain the Promotional Film developed by them until the Client has settled all outstanding invoices. In such cases, the service provider is not liable for any delays or damages resulting from such delays.

8. If the Client wishes to have a variation, derivative version, or only elements of the Promotional Film developed by the service provider made by a third party or themselves, the service provider must give prior explicit written consent to the Client. Without permission, any modified version of the service provider's work will be considered an infringement of the service provider's intellectual property rights or copyrights.

9. The service provider has the right to use all works, designs, and all matters on which their intellectual property rights rest for their own promotion and/or publicity without the need for (prior) explicit consent from the Client.

10. The intellectual property rights and copyrights to Promotional Films remain with the service provider, unless explicitly agreed otherwise. The Client generally acquires a right to use after delivery and upon full payment of all outstanding invoices. For other provisions regarding the intellectual property rights in the work realized by the service provider, reference is made to the "Intellectual Property" article of these general terms and conditions.

Article 15 - Development of Website

1. The Client is obligated to provide all necessary information in a timely, complete, accurate, and desired format for the development of the Website (including data files, software, documentation, advice, reports, analyses, and designs).

2. The Parties shall document all characteristics, functionalities, features, and more of the Website to be developed in writing. The Website is made solely on the basis of these written agreed-upon terms. If the agreed-upon terms are too brief to meet the Client's desires, the Parties shall enter into discussions and adjust the agreements or the Agreement accordingly.

3. SocialBeardsNL is entitled at all times to require approval from the Client before any work developed by them is delivered or any associated user license is transferred.

4. The Client obtains a non-exclusive, non-transferable, and non-sublicensable right to use the Website from the moment the Client has fully complied with its (payment) obligations, unless the Parties have explicitly and in writing agreed otherwise. Source files are explicitly excluded from the Client's use. Unless explicitly and in writing agreed otherwise, source files are not delivered to the Client.

5. The Website developed by SocialBeardsNL is considered delivered when the Client has signed or explicitly approved the Website within a maximum period of 7 calendar days, unless a different period has been agreed upon. To this end, the Client can review the written agreements. After the expiration of this period without use, the Client is deemed to have accepted the Website. Any corrective work after this period is considered additional costs.

6. Parties may agree on a testing period during which the Client identifies any errors and/or defects. These defects must be reported in writing to SocialBeardsNL. The rectification of these defects is the responsibility of SocialBeardsNL, unless they result from user errors or errors not attributable to SocialBeardsNL. The rectification period shall be a reasonable term, in any case, at least 7 days after the defects have been reported or confirmed by SocialBeardsNL.

7. If changes need to be made to the Website after the testing period and/or delivery, whether at the request of the Client or otherwise, which were not previously agreed upon in writing, such changes must be made based on a new agreement. The Client is entitled to a limited number of revision rounds, which shall be mutually determined in the Agreement.

8. Upon the first request from SocialBeardsNL, the Client is obliged to evaluate proposals provided by SocialBeardsNL, within the agreed period. If SocialBeardsNL is delayed in its work because the Client fails to provide or timely evaluate a review of a proposal made by SocialBeardsNL, the Client is solely responsible for the resulting consequences, such as delays.

9. Upon the first request from SocialBeardsNL, the Client is obliged to provide texts and images requested by SocialBeardsNL, within the agreed period. If SocialBeardsNL is delayed in its work because the Client fails to provide or timely evaluate a review of a proposal made by SocialBeardsNL, the Client is solely responsible for the resulting consequences, such as delays, and SocialBeardsNL will invoice the full compensation as specified in the Agreement.

Article 16 – Maintenance

1. If agreed upon, SocialBeardsNL will perform maintenance on the website. The extent of the maintenance obligation extends to what is explicitly agreed upon by the parties.
2. The Client is obligated to report any defects, errors, or other malfunctions in the website in writing to SocialBeardsNL, after which SocialBeardsNL will, in accordance with its customary procedures, rectify the errors to the best of its ability and/or make improvements. If desirable, SocialBeardsNL is entitled to first apply temporary solutions, after which a structural solution can be devised and implemented in consultation with the Client.
3. The Client is obliged to cooperate upon first request from SocialBeardsNL.
4. Despite the agreed maintenance obligations of SocialBeardsNL, the Client has an independent responsibility for the management and use of the software.

Article 17 – Additional Work and Changes

1. If during the execution of the Agreement it becomes apparent that the Agreement needs to be adjusted, or additional work is required at the request of the Client to achieve the desired result of the Client, the Client is obliged to compensate for these additional works according to the agreed rate. SocialBeardsNL is not obliged to comply with this request

Article 18 - Prices and Payment

1. All prices are exclusive of value added tax (VAT), unless otherwise agreed upon.
2. Service Provider performs its Services at the agreed (hourly) rate or the agreed fee for the assignment.
3. Travel time on behalf of the Client, and travel-related costs, will be passed on to the Client unless otherwise agreed upon.
4. The Client is obligated to fully reimburse the costs of third parties engaged by Service Provider after approval by the Client, unless explicitly agreed otherwise.
5. Parties may agree that the Client must pay an advance payment. If an advance payment is agreed upon, the Client must pay the advance payment before commencement of the service provision.
6. The Client cannot derive any rights or expectations from a preliminary budget, unless explicitly agreed upon otherwise by the parties.
7. Service Provider is entitled to annually increase the applicable prices and rates by a maximum of 10%. Other price changes during the Agreement are only possible if and to the extent expressly stipulated in the Agreement.
8. The Client must pay these costs in full, without set-off or suspension, within the specified payment term as indicated on the invoice, to the account number and details communicated to them by the Service Provider.
9. In case of liquidation, insolvency, bankruptcy, involuntary liquidation, or a request for deferment of payment from the Client, the payment and all other obligations of the Client under the Agreement become immediately due and payable.

Article 19 - Collection Policy

1. If the Client fails to meet its payment obligation and has not fulfilled its obligation within the specified payment term, the Client is in default by operation of law.
2. From the date the Client is in default, SocialBeardsNL will be entitled, without further notice of default, to claim statutory commercial interest from the first day of default until full payment, and compensation for extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, calculated according to the scale set out in the Decree on compensation for extrajudicial collection costs from July 1, 2012.
3. If SocialBeardsNL has incurred additional or higher costs which are reasonably necessary, these costs are eligible for reimbursement. Also, all incurred judicial and execution costs are to be borne by the Client.

Article 20 - Privacy, Data Processing, and Security

1. SocialBeardsNL handles the (personal) data of the Client carefully and will only use them in accordance with applicable standards. Upon request, SocialBeardsNL will inform the data subject about this.
2. The Client is responsible for the processing of data processed using a service provided by SocialBeardsNL. The Client also warrants that the content of the data is not unlawful and does not infringe upon any rights of third parties. In this context, the Client indemnifies SocialBeardsNL against any (legal) claims related to this data or the execution of the Agreement.
3. If SocialBeardsNL is required under the Agreement to provide information security, this security will meet the agreed specifications and a level of security that, given the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 21 - Suspension and Termination

1. SocialBeardsNL has the right to retain the received or realized data, databases, and more if the Client has not (fully) complied with its payment obligations. This right remains in force notwithstanding any valid reason for suspension by SocialBeardsNL in that case.
2. SocialBeardsNL is entitled to suspend the performance of its obligations if the Client is in default with the performance of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be confirmed to the Client in writing immediately.
3. In such cases, SocialBeardsNL is not liable for damages, regardless of the cause, resulting from the suspension of its activities.
4. The suspension (and/or termination) does not affect the payment obligations of the Client for work already performed. Furthermore, the Client is obliged to compensate SocialBeardsNL for any financial loss suffered as a result of the Client's default.

Article 22 - Force Majeure

1. Force majeure on the part of SocialBeardsNL shall in any case include, but is not limited to: (i) force majeure of SocialBeardsNL's suppliers, (ii) failure by suppliers recommended or prescribed by the Client or its third parties to properly fulfill their obligations to SocialBeardsNL, (iii) defects in software or any involved third parties in the execution of the service, (iv) government measures, (v) disruption of electricity, internet, data networks, and/or telecommunication facilities, (vi) illness of SocialBeardsNL employees or advisors

engaged by them, and (vii) other situations beyond the control of SocialBeardsNL that temporarily or permanently prevent the fulfillment of its obligations.

3. In case of force majeure, both Parties have the right to terminate the Agreement entirely or partially 14 days after a force majeure situation arises. All costs incurred prior to the termination of the Agreement shall be paid by the Client in that case. SocialBeardsNL is not obliged to compensate the Client for any losses caused by such termination.

****Article 23 - Limitation of Liability****

1. If any result specified in the Agreement is not achieved, SocialBeardsNL is considered to have failed only if SocialBeardsNL explicitly promised this result upon accepting the Agreement.

2. In case of attributable shortcomings by SocialBeardsNL, SocialBeardsNL shall only be liable to pay damages if the Client has put SocialBeardsNL in default within 14 days of discovering the shortcoming, and SocialBeardsNL has not remedied this shortcoming within a reasonable period thereafter. The notice of default must be in writing and include a sufficiently precise description/substantiation of the shortcoming to enable SocialBeardsNL to respond adequately.

3. If the provision of Services by SocialBeardsNL leads to liability, such liability is limited to the total amount invoiced under the Agreement, but only with regard to direct damages suffered by the Client unless the damage results from willful intent or gross negligence on the part of SocialBeardsNL. Direct damages include: reasonable costs incurred to limit or prevent direct damages, determination of the cause of damage, direct damage itself, liability, and method of recovery.

4. SocialBeardsNL expressly excludes all liability for consequential damages. SocialBeardsNL is not liable for indirect damages, business losses, loss of profits and/or revenue, missed savings, business interruption damage, loss of assets, delay damage, interest damage, and immaterial damage.

5. The Client indemnifies SocialBeardsNL against all third-party claims resulting from a defect in a service provided by the Client to a third party, which also included Services provided by SocialBeardsNL, unless the Client can demonstrate that the damage was solely caused by the service of SocialBeardsNL.

6. Any advice provided by SocialBeardsNL based on incomplete and/or incorrect information provided by the Client is never grounds for liability on the part of SocialBeardsNL.

****7.** The content of the advice provided by SocialBeardsNL is not binding and is solely advisory in nature. The Client decides independently and at its own responsibility whether to follow the proposals and advice provided by SocialBeardsNL. All consequences arising from the implementation of the advice are borne by the Client. The Client is free at all times to make its own choices that deviate from the advice provided by SocialBeardsNL. SocialBeardsNL is not obligated to provide any form of refund in such cases.

8. If a third party is engaged by or on behalf of the Client, SocialBeardsNL is never liable for the actions and advice of the third party engaged by the Client, as well as for processing the results (of drafted advice) of the third party engaged by the Client into SocialBeardsNL's own advice.
9. SocialBeardsNL is not responsible for errors and/or irregularities in the functionality of the Client's website or its social media account, and is not liable for disruptions or the unavailability of the website or social media account for any reason. This also includes limitations in availability or functionality due to unforeseen malfunctions or force majeure.
10. Furthermore, SocialBeardsNL is not liable for damages arising from or in connection with modifications made to the Client's social media account by the Client itself or by third parties.
11. SocialBeardsNL is not liable for deficiencies that occur after performing updates and/or upgrades to social media channels.
12. If and to the extent that the Client provides login credentials for its social media account or other login credentials, this is always done at the Client's own risk.
13. If the Client makes changes or adjustments to social media accounts themselves or instructs a third party to do so, all consequences thereof are borne by the Client. All consequences arising from changes that have not been explicitly approved in advance by SocialBeardsNL or to which SocialBeardsNL has not explicitly agreed, and all harmful consequences thereof, do not constitute grounds for liability on the part of SocialBeardsNL.
14. SocialBeardsNL does not guarantee the correct and complete transmission of the content of emails sent by or on behalf of SocialBeardsNL, nor their timely receipt.
15. The Client is solely responsible at all times for the storage of data, content, and information, as well as for having the necessary security programs for its ICT environment.
16. All claims by the Client due to shortcomings on the part of SocialBeardsNL expire if they have not been reported to SocialBeardsNL in writing and with reasons within one year after the Client became aware or could reasonably have been aware of the facts on which they base their claims. Liability of SocialBeardsNL expires one year after the termination of the Agreement between the parties.

Article 24 - Confidentiality

1. SocialBeardsNL and the Client undertake to maintain confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed when it can reasonably be expected that the information is confidential. Confidentiality does not apply if the information in question is already public/commonly known, not confidential, and/or not disclosed to SocialBeardsNL by the Client during the Agreement or obtained by SocialBeardsNL in another manner.
2. In particular, confidentiality applies to login credentials of the Client's social media accounts received by SocialBeardsNL. SocialBeardsNL expressly refrains from sharing this information with unauthorized third parties. Furthermore, SocialBeardsNL always exercises due care in handling all sensitive business information provided by the Client.

3. If SocialBeardsNL is obligated under a statutory provision or a court decision to disclose confidential information to a third party designated by law or competent court, and SocialBeardsNL cannot invoke a right of privilege, SocialBeardsNL is not obliged to pay any damages and this does not give the Client grounds for terminating the Agreement.
4. Prior written consent from SocialBeardsNL is required for the transfer or dissemination of information to third parties and/or publication of statements, advice, or productions provided by SocialBeardsNL to third parties, unless such consent has been expressly agreed upon in advance. The Client will indemnify SocialBeardsNL against all claims from such third parties resulting from reliance on such information disseminated without the written consent of SocialBeardsNL.
5. The obligation of confidentiality also applies to third parties engaged by SocialBeardsNL and the Client.

Article 25 - Intellectual Property Rights

1. All intellectual property rights and copyrights of the Service Provider belong to the Service Provider and are not transferred to the Client, unless these rights already belong to third parties or parties have expressly agreed otherwise. Intellectual property rights with regard to (graphic) designs of Promotional Films can only be transferred to the Client by means of a private document of transfer, for which the Service Provider is entitled to charge costs. Intellectual property rights are transferred only at the moment when the agreed financial compensation has been fully paid by the Client.
2. The Client is prohibited from disclosing, reproducing, modifying, or making available to third parties any work delivered by the Service Provider outside the scope of the Agreement without the explicit prior written consent of the Service Provider. If the Client wishes to make changes, the Service Provider must explicitly approve the proposed changes unless already agreed upon. The Client is prohibited from using the items on which the intellectual property rights of the Service Provider rest other than as agreed.
3. All content provided by the Client remains the property of the Client and is not transferred to the Service Provider.

Article 26 - Indemnification and Accuracy of Information

1. **The Client is solely responsible for the accuracy, reliability, and completeness of all data, information, documents, and/or records, in any form whatsoever, provided to SocialBeardsNL in the context of an Agreement, as well as for the data obtained from third parties and provided to SocialBeardsNL for the execution of the Service.**
2. **The Client indemnifies SocialBeardsNL from any liability arising from the Client's failure or delay in fulfilling obligations regarding the timely provision of all correct, reliable, and complete data, information, documents, and/or records.**

3. Unless otherwise agreed, SocialBeardsNL has the right to use images, software, and components from third parties, including stock photos, in the development or adaptation of visual materials for the Client. The Client expressly indemnifies SocialBeardsNL from claims by third parties regarding the use of the aforementioned materials.
4. The Client indemnifies SocialBeardsNL against all claims from third parties arising from activities carried out on behalf of the Client, including but not limited to intellectual property rights concerning data and information provided by the Client that may be used in the execution of the Agreement, and/or the actions or omissions of the Client towards third parties.
5. If the Client provides electronic files, software, or information carriers to SocialBeardsNL, the Client warrants that these are free from viruses and defects.

Article 27 - Complaints

1. If the Client is not satisfied with the service provided by SocialBeardsNL or has complaints regarding the execution of their assignment, the Client is obligated to report these complaints as soon as possible, but no later than 7 calendar days after the incident that led to the complaint. Complaints can be reported orally or in writing via "CompanyEmail" with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Client for SocialBeardsNL to process it.
3. SocialBeardsNL will respond to the complaint as soon as possible, but no later than 7 calendar days after receiving the complaint, providing a substantive response.

****Article 28 - Applicable Law****

1. Dutch law applies to the legal relationship between SocialBeardsNL and the Client.
2. SocialBeardsNL has the right to amend these general terms and conditions and will inform the Client accordingly.
3. All disputes arising out of or in connection with the Agreement between SocialBeardsNL and the Client shall be settled by the competent court of The Hague District Court, unless provisions of mandatory law designate another competent court.

Schoonhoven, September 17, 2023