

# **GENERAL TERMS AND CONDITIONS OF WB WEBDESIGN**

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## 1. Definitions

1.1. **WB Webdesign:** The legal entity WB Webdesign, hereinafter referred to as WB Webdesign, which provides services and products related to web design, hosting, domain registration, telecom, email, SEO, maintenance, and other related activities.

1.2. **Customer:** Any natural or legal person who enters into an agreement with WB Webdesign for the provision of services or products.

1.3. **Agreement:** Any legally binding arrangement between WB Webdesign and the Customer, whether oral, written, or implied, concerning the provision of services or products.

1.4. **Services:** All work performed by WB Webdesign, including but not limited to web design, hosting, domain registrations, telecom services, email management, SEO, maintenance, advice, and consultancy.

1.5. **Third Parties:** Any external parties involved, directly or indirectly, in the performance of the Agreement.

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## 2. Applicability

2.1. These general terms and conditions apply to all offers, quotations, agreements, deliveries, and other legal relationships between WB Webdesign and the Customer.

2.2. Deviations from these terms and conditions are only valid if confirmed in writing by WB Webdesign.

2.3. The general terms and conditions of the Customer are explicitly excluded.

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## 3. Formation and Duration of the Agreement

3.1. An agreement is established upon:

- Written or oral acceptance of a quote provided by WB Webdesign;
- Payment of the first invoice by the Customer; or
- Submission of an order by the Customer and its acceptance by WB Webdesign.

3.2. By paying the first invoice, the Customer agrees to a minimum contract duration of twelve (12) months unless otherwise agreed in writing.

3.3. After the initial contract term, the Agreement will be automatically renewed for an additional period of the same length, unless terminated in writing by the Customer with at least one (1) month's notice.

3.4. Early termination by the Customer is not permitted.

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#### **4. Payment Terms**

4.1. Invoices are due and payable within fourteen (14) days of the invoice date, unless otherwise agreed in writing.

4.2. In the event of late payment, WB Webdesign is entitled to charge statutory interest and collection costs.

4.3. WB Webdesign may suspend services in case of payment arrears without any liability for damages to the Customer.

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#### **5. Liability and Indemnity**

5.1. WB Webdesign is not liable for any direct or indirect damages, consequential damages, loss of data, loss of profits, or other financial losses, except in cases of intentional misconduct or gross negligence.

5.2. WB Webdesign acts solely as a reseller in telecom and hosting services and is not responsible for:

- Interruptions, disruptions, or loss of services caused by third parties;
- Data loss or breaches of data security;
- Functional or technical limitations of services provided by third parties.

5.3. The Customer indemnifies WB Webdesign against all third-party claims, including but not limited to:

- Copyright claims concerning materials provided by WB Webdesign or the Customer;
- Financial damages arising from the use of services;
- Damages resulting from inaccurate or incomplete information provided by the Customer.

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#### **6. Intellectual Property and Copyright**

6.1. All intellectual property rights concerning materials provided by WB Webdesign remain the property of WB Webdesign unless explicitly agreed otherwise in writing.

6.2. The Customer is responsible for obtaining licenses and rights for the use of content such as images and texts.

6.3. WB Webdesign accepts no liability for third-party copyright claims, even if materials have been provided by WB Webdesign.

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## **7. Delivery of Services and Warranties**

7.1. WB Webdesign provides services to the best of its ability but does not guarantee the performance, results, or uninterrupted operation of the services provided.

7.2. WB Webdesign reserves the right to suspend services temporarily or permanently in cases of force majeure, payment arrears, or breach of these terms and conditions.

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## **8. Domain Registrations**

8.1. WB Webdesign acts solely as an intermediary in domain registrations.

8.2. WB Webdesign is not responsible for:

- Loss of domain names due to the actions of the Customer or third parties;
  - Disputes regarding domain name ownership;
  - Errors in domain registration information.
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## **9. Hosting and Telecom Services**

9.1. WB Webdesign acts as a reseller of hosting and telecom services and is not liable for:

- Interruptions, disruptions, or service limitations;
  - Technical limitations or issues with the Customer's equipment;
  - Financial damages resulting from service unavailability or poor performance.
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## **10. Search Engine Optimization (SEO)**

10.1. WB Webdesign does not guarantee search engine rankings, results, or performance of SEO services.

10.2. WB Webdesign is not liable for:

- Loss of traffic or revenue due to changes in search engine algorithms;
- Negative impacts of actions taken by the Customer without WB Webdesign's consultation.

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## **11. Force Majeure**

11.1. WB Webdesign is not liable for delays or damages caused by force majeure, including but not limited to:

- Natural disasters, wars, pandemics, strikes, or government actions;
- Cyberattacks, data breaches, or technical failures beyond WB Webdesign's control.

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## **12. Amendments and Termination of the Agreement**

12.1. WB Webdesign reserves the right to unilaterally amend these terms and conditions or pricing.

12.2. Termination must be made in writing, taking into account the agreed notice period.

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## **13. Amendments to General Terms and Conditions**

13.1. WB Webdesign may amend these terms and conditions at any time. The latest version will be made available on WB Webdesign's website.

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## **14. Applicable Law and Dispute Resolution**

14.1. All agreements are exclusively governed by Dutch law.

14.2. Disputes shall be submitted to the competent court in the jurisdiction where WB Webdesign is established.

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### **Questions?**

Please contact us at:

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