

VALUENITE IT

# TERMS & CONDITIONS

*Valuenite (operating under the commercial name Valuenite IT)*

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## 1. Company Information & Definitions

### 1.1 Company Identification

Valuenite, a sole proprietorship registered in the Netherlands, operates under the commercial name “Valuenite IT” (hereinafter referred to as “Valuenite”).

Valuenite is registered with the Dutch Chamber of Commerce (KvK) and operates under its applicable VAT identification number.

### 1.2 Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

- Valuenite: the service provider offering website development, digital, social media, and related services.
- Client: any natural person or legal entity purchasing or using the Services.
- Services: all services provided by Valuenite, including but not limited to website development, digital services, ongoing plans, and social media management.
- Agreement: any contract between Valuenite and the Client formed through purchase or explicit acceptance.
- Project: a specific engagement or assignment agreed between Valuenite and the Client.
- Package: a one-time deliverable service with a defined scope, such as a Website Package.
- Plan: a recurring subscription-based service, such as a Website Care & Growth Plan or a Social Media Plan.
- Monthly Plan: a Plan billed on a monthly recurring basis.
- 3-Month Plan: a Plan billed in advance for a fixed three-month commitment, after which the Plan continues on a recurring basis at the discounted rate until cancelled.
- Scope: the defined deliverables, features, and limitations of a Package, Plan, or confirmed agreement.
- Start of Work: the moment at which Valuenite begins execution after scope confirmation and receipt of all required materials.
- Launch: the moment at which a completed website is published and made publicly available, which is determined by the Client.

## 2. Applicability

### 2.1 Scope of Terms

These Terms and Conditions apply to all offers, agreements, services, and communications between Valuenite and the Client, unless explicitly agreed otherwise in writing.

### 2.2 Acceptance

An Agreement between Valuenite and the Client is established when:

- the Client completes a purchase, or

- the Client explicitly agrees to the Services via written communication, including but not limited to email, messaging platforms, or similar channels.

### **2.3 Availability**

These Terms and Conditions shall be made available to the Client prior to the conclusion of the Agreement. The Client acknowledges that they have had the opportunity to review, store, and retain these Terms before entering into the Agreement.

### **2.4 Order of Precedence**

In the event of any conflict or inconsistency between documents, the following order of precedence shall apply:

- Custom written agreements or explicitly confirmed project scope
- These Terms and Conditions
- Scope & Expectations Guides and other supporting documents
- Website content, funnel descriptions, or other marketing materials

## **3. Nature of Services**

### **3.1 General Description**

Valuenite provides services including, but not limited to:

- Website development and digital services delivered as one-time Packages
- Recurring Website Care & Growth Plans, including maintenance, SEO, and Google Ads management
- Recurring Social Media Plans, including content creation, posting, community management, and where applicable paid social advertising management
- Related digital and technical services

### **3.2 Best-Effort Obligation**

All Services are performed on a best-effort basis. Valuenite undertakes to perform Services with reasonable care and professional skill but does not guarantee any specific outcomes, results, or performance levels.

## **4. Services & Scope**

### **4.1 Package and Plan Structure**

Services are delivered based on predefined Packages, predefined Plans, or explicitly agreed specifications.

### **4.2 Scope Definition**

Each Package or Plan includes clearly defined:

- features and deliverables
- limitations, including but not limited to page count, post volume, platforms covered, and included services

### **4.3 Scope Limitation**

The Services are strictly limited to the agreed Scope. Any expectations beyond the defined Scope shall not be considered part of the Agreement unless explicitly agreed in writing.

#### **4.4 No Obligation to Expand Scope**

Valuenite is not obligated to:

- provide additional features
- exceed Package or Plan limitations
- perform work outside the agreed Scope

#### **4.5 Discretionary Additions**

Valuenite may, at its sole discretion, provide additional work or features beyond the agreed Scope. Such additions do not create any obligation for future work or similar additions.

#### **4.6 Updates and Maintenance Excluded From Packages**

Website Packages cover the design, development, and one-time launch of a website only. Ongoing updates, maintenance, security monitoring, content changes, SEO optimization, and advertising are not included in any Website Package and are covered by separate Website Care & Growth Plans, which are billed independently and begin only after the website has launched.

### **5. Project Workflow**

#### **5.1 Standard Workflow**

Projects are generally executed in the following sequence: Purchase → Contact → Submission of materials → Scope review → Agreement confirmation → Execution → Launch (when determined by the Client).

#### **5.2 Scope Validation**

Valuenite reserves the right to review all materials and requirements submitted by the Client prior to commencing work.

#### **5.3 Agreement Confirmation**

A Project will only proceed once:

- the Scope has been clearly defined and agreed upon, and
- any required pricing adjustments have been confirmed by the Client

### **6. Start of Work**

#### **6.1 Conditions for Start**

Valuenite will only commence work when:

- all required materials have been received from the Client
- the Scope has been confirmed
- the Agreement has been finalized

#### **6.2 Definition of Work Started**

Work shall be considered “started” once Valuenite begins any execution activities, including but not limited to:

- design work
- development work
- setup or configuration
- content creation, research, or strategy work for Plans
- any form of project implementation

### **6.3 Launch Timing**

For Website Packages, completion and approval of the website do not automatically trigger Launch. The Client decides when to publish the website. Until the Client provides explicit instruction to proceed with Launch, the website will remain unpublished. Valuenite is not responsible for delays caused by the Client postponing Launch.

## **7. Scope Adjustments (Pre-Start)**

### **7.1 Right to Adjust Scope and Pricing**

Valuenite reserves the right to adjust the Scope and corresponding pricing if:

- the Project requirements exceed the originally selected Package, or
- the Project requirements are significantly below the selected Package

### **7.2 Client Approval**

Any adjustments to Scope or pricing must be confirmed by the Client in writing before the Project proceeds.

### **7.3 No Agreement**

If no agreement is reached regarding adjustments:

- the Project will not proceed
- the Client will receive a full refund

### **7.4 Right to Refuse**

Valuenite reserves the right to refuse or cancel a Project prior to the Start of Work and issue a full refund at its discretion.

## **8. Client Responsibilities**

### **8.1 Provision of Materials**

The Client is responsible for providing all necessary content, assets, business information, and instructions required for the execution of the Project or Plan.

### **8.2 Communication Obligations**

The Client must:

- respond clearly and accurately
- provide explicit answers to questions necessary for the Project or Plan

### **8.3 Accuracy of Information**

The Client is responsible for the accuracy and completeness of all provided materials and information. If incorrect or incomplete information is provided, Valuenite may adjust timelines accordingly, and additional work required to correct such information may be billed separately.

### **8.4 Access & Accounts**

The Client is responsible for providing and maintaining access to all necessary third-party services, including but not limited to:

- hosting accounts and domain registrars
- plugin or software accounts
- analytics tools
- Google Ads, Meta Business, TikTok Ads, and other advertising platforms
- social media accounts (Instagram, Facebook, LinkedIn, TikTok, X, YouTube, etc.)

Failure to provide proper access may delay or prevent execution of the Services.

## **9. Delays, Inactivity & Project Suspension**

### **9.1 Short-Term Non-Response**

If the Client fails to respond within 24 hours to requests necessary for the Project, Valuenite may temporarily pause the Project.

### **9.2 Extended Non-Response**

If the Client fails to respond for a period of 7 days, Valuenite may:

- terminate the Agreement, and
- issue a partial refund in accordance with work completed

### **9.3 Timeline Impact**

Any delay or pause caused by the Client:

- suspends the delivery timeline
- results in a revised estimated timeline

### **9.4 Restart Conditions**

Resuming a paused or terminated Project may require:

- a new Agreement, and/or
- a restart fee determined by Valuenite

## **10. Delivery & Timelines**

### **10.1 Estimated Timelines**

All timelines, delivery dates, reporting frequencies, and milestone schedules provided by Valuenite are estimates only. They reflect realistic expectations under standard project flow but are not legally binding deadlines or guaranteed delivery dates.

### **10.2 No Guarantee**

Valuenite does not guarantee any fixed delivery dates, posting schedules, or reporting cadences. Reporting frequencies stated in Plans (such as monthly, bi-weekly, or weekly performance reports) reflect the standard intended cadence and are delivered on a best-effort basis.

### **10.3 Permitted Delays**

Delays may occur due to:

- Client delays or non-response
- changes in Scope
- illness, technical issues, hosting failures, or platform disruptions
- third-party service outages or changes
- any external factor beyond Valuenite's reasonable control

### **10.4 Optional Compensation**

Valuenite may, at its sole discretion, offer compensation for delays. Such compensation is voluntary and does not create any obligation.

## **11. Revisions**

### **11.1 Included Revisions**

Valuenite includes up to three (3) rounds of revisions per Project or deliverable, within the agreed Scope. What constitutes a single round of revisions, and whether any further revisions are reasonable, shall be determined at Valuenite's sole discretion based on the nature of the Project, the agreed Scope, and standard industry practice. Additional revisions beyond this allowance may be billed separately.

### **11.2 Approval Channels**

All approvals, confirmations, and instructions must be provided through written or recorded channels, including:

- email
- WhatsApp, SMS, or other written messaging platforms
- recorded voice messages (such as WhatsApp voice memos)

Verbal communications that are not recorded or confirmed in writing shall not be considered binding.

### **11.3 Binding Approval Logic**

When Valuenite explicitly requests confirmation regarding a specific element, design, content piece, or other deliverable, the following all constitute binding acceptance:

- any written or recorded response indicating approval, agreement, or continuation
- a request to continue, move forward, or proceed to the next stage of the Project or Plan
- the Client providing new instructions for the next stage of work
- failure by the Client to provide an explicit objection within seven (7) days of Valuenite's explicit request for confirmation, after which the relevant deliverable shall be deemed approved

Only an explicit objection within the seven-day response window stops the deliverable from being treated as approved.

## **11.4 Post-Approval Changes**

Once a specific element or phase has been approved by the Client (whether explicitly or by operation of clause 11.3), further changes may incur additional costs. Valuenite is not obligated to revise previously approved work without compensation.

## **11.5 Scope Expansion**

Revisions that introduce new features, additional pages, additional platforms, additional content volume, or structural or functional changes shall be considered additional work and billed separately.

## **12. Delivery & Acceptance**

### **12.1 Definition of Delivery**

A deliverable is considered “delivered” when Valuenite makes it available to the Client for review, whether through a preview link, file transfer, hand-over of access, publication on the Client’s account or platform, or any other reasonable means of making the work accessible to the Client.

### **12.2 Defect Reporting Window**

The Client must report any material defects, errors, or non-conformities with the agreed Scope in writing within fourteen (14) calendar days following delivery. “Material” refers to defects that prevent the deliverable from substantially conforming to the agreed Scope; aesthetic preferences, subjective dislikes, or requests outside the agreed Scope are not considered material defects.

### **12.3 Deemed Acceptance**

If the Client does not report material defects in writing within the fourteen (14) day window, the work shall be deemed accepted in full. Once accepted (whether explicitly or by operation of this clause), the Client may not raise further objections relating to the deliverable as part of the original Agreement, and any further changes shall be treated as additional work in accordance with clauses 11.4 and 13.

### **12.4 Use Constitutes Acceptance**

Active use of the deliverable by the Client — including but not limited to publishing the website, distributing the content, running advertisements based on the deliverable, or otherwise putting the work into commercial use — shall be deemed acceptance of the deliverable, regardless of the fourteen-day window.

### **12.5 Defect Resolution**

Where material defects are reported within the window, Valuenite shall, within reasonable time and on a best-effort basis, correct such defects at no additional cost. Resolution of reported defects does not extend the original delivery timeline retroactively or create grounds for refund.

## **13. Additional Work**

### **13.1 Outside Scope**

Any work requested by the Client that falls outside the agreed Scope shall be treated as additional work and invoiced separately.

### **13.2 Pricing Determination**

Pricing for additional work shall be determined based on:

- complexity
- time required
- technical or production requirements

Valuenite reserves the right to provide a separate quote for such work.

## **14. Payment Terms**

### **14.1 Upfront Payment**

All Services must be paid in full before the Start of Work, unless otherwise agreed in writing.

### **14.2 No Work Without Payment**

Valuenite will not commence or continue work until full payment has been received.

### **14.3 Payment Processing**

Payments may be processed through third-party providers. Valuenite is not responsible for issues arising from third-party payment systems.

### **14.4 3-Month Plan Invoicing**

Where the Client selects a 3-Month Plan, the full three-month commitment is invoiced and payable in advance as a single upfront payment. The 3-Month Plan represents a binding commitment for the full three-month term.

## **15. Refund Policy**

### **15.1 Before Start of Work**

The Client is entitled to a full refund if the Agreement is cancelled before the Start of Work.

### **15.2 After Start of Work**

Once work has started, no refunds shall be provided.

### **15.3 Termination by Valuenite**

If Valuenite terminates the Agreement after work has started:

- a partial refund may be issued
- the amount retained shall reflect the work completed
- the valuation of completed work is determined at Valuenite's reasonable discretion

### **15.4 No Refunds for 3-Month Plans Mid-Term**

3-Month Plans are billed as a single upfront commitment for the full three-month term. The Client may not cancel a 3-Month Plan mid-term, and no refunds shall be issued for the unused portion of the term except where Valuenite terminates the Plan in accordance with these Terms.

### **15.5 No Refunds Based on Results**

Refunds shall not be issued on the basis of campaign performance, search engine rankings, follower growth, conversions, revenue, or any other result-based outcome. Plans cover the work itself, not specific outcomes.

## 16. Termination of Agreement

### 16.1 Termination Before Start

Valuenite may terminate the Agreement prior to the Start of Work and issue a full refund.

### 16.2 Termination After Start (By Valuenite)

Valuenite may terminate the Agreement after work has started if:

- the Client fails to respond for 7 days
- the Client fails to provide required materials
- the Client repeatedly requests work outside the Scope
- the Client behaves in a way that obstructs or unreasonably complicates execution
- the Project becomes technically or practically unfeasible
- the Client provides illegal, misleading, or non-compliant content

### 16.3 Financial Consequences

In case of termination:

- Valuenite retains payment for work completed
- any remaining portion may be refunded based on internal estimation
- such estimation is determined at Valuenite's reasonable discretion

### 16.4 Effect of Termination

Upon termination:

- the Agreement is considered closed
- continuation or resumption requires a new Agreement and/or a restart fee

## 17. Priority Development

### 17.1 Nature of Priority Service

Priority services provide preferential scheduling within Valuenite's workflow.

### 17.2 No Guarantee

Priority services do not guarantee specific delivery times or fixed deadlines.

### 17.3 Dependencies

Priority services remain subject to Client responsiveness, Scope complexity, and technical requirements.

## 18. Hosting & Third-Party Services

### 18.1 Exclusions

Unless explicitly stated otherwise, the following are not included:

- hosting services
- domain registration
- third-party plugins or tools

- external software, subscriptions, or licenses
- paid stock photography, music, or licensed media

## 18.2 Client Responsibility

The Client is solely responsible for purchasing third-party services, maintaining access, and ensuring payments for such services.

## 18.3 Limitation of Responsibility

Valuenite shall not be held responsible for outages, technical failures, pricing changes, account suspensions, or limitations imposed by third-party providers.

## 19. Ownership & Intellectual Property

### 19.1 Ownership Transfer for Websites

Until full payment has been received for a Website Package, no rights, title, or ownership in any deliverable shall pass to the Client. Any access provided to deliverables prior to full payment is granted as a limited, revocable license for review purposes only. Upon receipt of full payment, ownership of the final website deliverables produced under the Package transfers to the Client.

In the event of payment default, late payment, or chargeback, Valuenite reserves the right to revoke any license previously granted, suspend access to deliverables, withhold delivery of source files, and take any other reasonable action to protect its rights, until the outstanding balance has been settled in full.

### 19.2 Ownership of Social Media Content

Content created specifically for the Client's brand under a Social Media Plan, including final posts, graphics, and short-form videos, becomes the property of the Client upon production and delivery, provided that the relevant Plan period has been paid in full. Where payment is not received in full, no ownership rights shall pass and Valuenite reserves the right to remove, withhold, or disable access to such content until the outstanding balance is settled.

### 19.3 Retained Rights

Valuenite retains ownership of:

- templates, frameworks, and underlying systems
- non-unique design or technical elements
- production processes, methodologies, and content frameworks used across multiple clients
- internal research, strategy frameworks, and proprietary tools

These elements may be reused in other Projects and Plans.

### 19.4 Portfolio and Promotional Rights

Valuenite reserves the right to:

- display completed work in its portfolio
- reference the Client by name or logo for promotional purposes
- share examples of work produced for the Client across its own marketing channels

Unless the Client explicitly requests otherwise in writing.

## 20. Recurring Plans — Structure, Billing & Renewal

### 20.1 Plans Covered

This section applies to all recurring Plans offered by Valuenite, including:

- Website Care & Growth Plans (Essential Care, Organic Growth, Maximum Reach)
- Social Media Plans (Core Presence, Growth Engine, Market Dominance)

### 20.2 Start of Subscription

Website Care & Growth Plans begin only after the Client's website has been completed and launched. Social Media Plans begin upon onboarding completion or as otherwise agreed in writing.

### 20.3 Two Plan Types

Each Plan is offered in two formats:

- Monthly Plan: billed monthly, with the first month at a discounted promotional rate where applicable. From the second month onwards, the Plan renews at the regular monthly rate until cancelled.
- 3-Month Plan: billed in advance as a single upfront payment for a fixed three-month commitment. The 3-Month Plan applies stacked discounts (where applicable, including a first-month promotional discount and an additional discount across the term). Following the initial three-month term, the Plan renews on a monthly recurring basis at the discounted monthly rate referenced in clause 20.5.

### 20.4 Hard Commitment for 3-Month Plans

The 3-Month Plan represents a binding three-month commitment. The Client may not cancel the 3-Month Plan during the initial three-month term. No refunds shall be issued for any unused portion of the initial term except where Valuenite terminates the Plan in accordance with these Terms.

### 20.5 Renewal of 3-Month Plans

Upon completion of the initial three-month term, the 3-Month Plan automatically renews on a monthly recurring basis at the post-initial-term renewal rate, which reflects the discounted monthly rate as advertised at the time of purchase. The Client may cancel the Plan at any time after the initial three-month term has ended, with cancellation applying to the next billing period.

### 20.6 Renewal of Monthly Plans

Monthly Plans renew automatically at the regular monthly rate until cancelled. Cancellation may be issued at any time, with cancellation applying to the next billing period only. The current billing period remains active and is non-refundable.

### 20.7 Suspension of Plans

Valuenite may suspend services under a Plan if:

- payment is not received
- the Client breaches the Agreement
- the Client fails to provide required access or materials

Services will only resume once the issue has been resolved. Suspension does not entitle the Client to a refund or extension of the Plan period.

### 20.8 Plan Changes

The Client may upgrade or downgrade between Plans at any time, subject to the Plan structure. Upgrades take effect immediately and are prorated for the remainder of the billing period. Downgrades take effect at the next billing period. For 3-Month Plans, downgrades take effect at the start of the next billing cycle following the initial term.

## **21. Website Care & Growth Plans — Scope**

### **21.1 Maintenance Scope**

Maintenance services included in Website Care & Growth Plans may include:

- software, plugin, and platform updates
- security monitoring and patching
- performance and speed checks
- fixing bugs and technical errors
- regular automated backups

### **21.2 SEO Scope (Organic Growth and Maximum Reach)**

SEO services may include keyword research, on-page optimization, technical SEO improvements, content optimization, and ongoing monitoring of search performance. SEO is provided on a best-effort basis with no guaranteed rankings or traffic outcomes.

### **21.3 Google Ads Scope (Maximum Reach)**

Google Ads services may include campaign setup, creative production within scope, audience targeting, ongoing optimization, and performance reporting. Advertising budgets paid to Google are not included in the Plan and are paid directly by the Client to Google.

### **21.4 Excluded From All Care & Growth Plans**

Care & Growth Plans do not include:

- creating new pages or sections
- major redesigns or restructuring
- new custom features or development
- paid plugins, tools, or licenses
- content writing or copywriting beyond what is necessary for SEO
- photography, video, or illustrations
- migration to a different platform
- advertising budgets paid to Google or other platforms

### **21.5 Additional Work**

Any work outside the defined Plan scope shall be treated as additional work and billed separately.

## **22. Social Media Plans — Scope**

### **22.1 Plan Inclusions**

Social Media Plans may include:

- content creation (posts, graphics, short-form video) at the volume and platform count specified in the selected Plan
- captions, hashtags, and posting at optimal times
- strategy aligned with the Client's brand and goals
- market and competitor research
- community management within Plan scope
- performance reporting and ongoing optimization
- paid social advertising management on Meta and TikTok (Market Dominance Plan only)

## **22.2 Excluded From Social Media Plans**

Social Media Plans do not include:

- advertising budgets paid to platforms (Meta, TikTok, etc.) which are paid directly by the Client
- influencer partnerships, paid collaborations, or third-party promotion
- long-form video production (YouTube videos, podcasts, etc.)
- professional photography or video shoots
- stock photography or licensed media
- website or landing page work (covered by separate Packages or Plans)
- email marketing or SMS campaigns
- Google Ads (covered by the Maximum Reach Website Plan)

## **22.3 Account Access and Use**

Social Media accounts remain owned by the Client at all times. Valuenite operates within the accounts on the Client's behalf during the Plan period. Upon cancellation or termination of the Plan, Valuenite shall remove its access. The Client is solely responsible for maintaining ownership and account integrity.

## **22.4 Community Management Limitations**

Community management covers responses to comments, direct messages, and engagement on content published under the Plan, within the depth and frequency specified in the Plan. Valuenite shall flag any sensitive, business-critical, legal, or commercially significant communications for the Client to handle directly.

## **22.5 Additional Work**

Any work outside the defined Social Media Plan scope shall be treated as additional work and billed separately.

# **23. Paid Advertising Services**

## **23.1 Scope of Services**

Where included in a Plan, Valuenite manages paid advertising campaigns on platforms including Google (Maximum Reach Website Plan) and Meta and TikTok (Market Dominance Social Media Plan).

## **23.2 Client Responsibility for Budgets**

The Client remains solely responsible for advertising budgets, which are paid directly by the Client to the relevant advertising platforms. Advertising budgets are not included in any Plan and are not invoiced through Valuenite.

### **23.3 Materials and Compliance**

The Client is responsible for:

- provision of materials (images, videos, content) where required
- accuracy of claims and compliance of advertisements with applicable laws
- ensuring the underlying products or services advertised are legal and compliant

### **23.4 Control Rights**

Valuenite reserves the right to pause, modify, or stop campaigns where necessary for operational, compliance, or performance reasons.

### **23.5 No Responsibility for Results or Approvals**

Valuenite does not guarantee and is not responsible for:

- campaign performance
- return on investment (ROI)
- conversions, leads, or revenue
- approval of advertisements by Google, Meta, TikTok, or any other platform
- account suspensions or restrictions imposed by advertising platforms

## **24. Results Disclaimer**

### **24.1 No Guarantees**

Valuenite does not guarantee:

- search engine rankings
- website traffic levels
- follower or audience growth
- engagement rates
- lead generation or sales
- revenue or business outcomes
- approval of content by social or advertising platforms

### **24.2 Reference to Disclaimer**

A more detailed explanation of limitations and expectations is provided in the separate Disclaimer document, which forms part of the overall legal framework.

## **25. Client Content Responsibility**

### **25.1 Responsibility for Content**

The Client is solely responsible for all content provided to Valuenite, including:

- logos, images, videos, and audio

- text, copy, claims, and product information
- trademarks and brand assets
- advertising materials and creative briefs
- any third-party material referenced or featured

## 25.2 Rights Warranty

The Client guarantees that:

- all materials provided are legally owned or licensed
- use of such materials does not infringe any third-party rights
- any claims, statements, or representations made are truthful and lawful

## 25.3 Indemnification

The Client agrees to indemnify and hold Valuenite harmless against any claims, damages, legal disputes, regulatory actions, or platform sanctions arising from the use of Client-provided materials or Client-directed content, including but not limited to claims relating to:

- intellectual property infringement
- misleading advertising or false claims
- defamation or reputational damage
- violation of platform policies
- regulatory or legal non-compliance

## 25.4 Right to Refuse

Valuenite reserves the right to refuse, remove, or decline to publish any content that it considers, in its reasonable judgment, to be:

- illegal or potentially illegal
- misleading or deceptive
- unethical, harmful, or in violation of platform policies
- damaging to Valuenite's reputation

## 26. Payment Failure

### 26.1 Immediate Consequences

In the event of late payment, missed payment, failed payment, or any other payment default by the Client, Valuenite is permitted, at its sole discretion, to take one or more of the following actions without further notice:

- immediately pause the Project or Plan, including all delivery timelines, posting schedules, and reporting cadences
- suspend access to deliverables, accounts, or platforms managed by Valuenite on behalf of the Client
- charge statutory interest on the outstanding amount, in accordance with applicable Dutch law
- charge reasonable collection costs, including any costs incurred for legal or debt-collection services

- terminate the Agreement and refund only the unused portion of work, calculated at Valuenite's reasonable discretion

## **26.2 No Obligation to Resume Timeline**

Where work has been paused due to payment default, Valuenite is under no obligation to resume work according to any prior timeline. Upon receipt of full payment, Valuenite will propose a new estimated timeline based on its current capacity, which may differ from the original timeline.

## **26.3 Cumulative Remedies**

The remedies set out in this clause are cumulative and shall not preclude Valuenite from pursuing any other rights or remedies available under these Terms or under applicable law, including the right to terminate the Agreement under clause 16.

## **27. No Chargebacks & Dispute Process**

### **27.1 No Chargebacks Without Prior Contact**

The Client agrees not to initiate a chargeback, dispute, or reversal of payment with any payment processor, credit card issuer, bank, or other financial institution without first contacting Valuenite in writing at [contact@valuenite.net](mailto:contact@valuenite.net) and providing Valuenite a reasonable opportunity to address the underlying concern.

### **27.2 Required First Step**

Where the Client has any concern about a payment, deliverable, or service, the Client shall first raise the matter directly with Valuenite. Valuenite will respond within seven (7) days and will work in good faith to resolve the issue in accordance with these Terms.

### **27.3 Wrongful Chargebacks**

Where the Client initiates a chargeback or payment dispute in breach of clause 27.1, or where the chargeback is found to be unjustified, Valuenite reserves the right to:

- recover the disputed amount, together with any chargeback fees, administrative costs, and reasonable collection costs
- immediately suspend or terminate the Agreement
- revoke any licenses or rights previously granted in respect of deliverables
- refuse future engagements with the Client

### **27.4 No Waiver of Other Rights**

Nothing in this clause shall limit any statutory right of the Client that cannot be excluded under applicable consumer protection law.

## **28. Confidentiality**

### **28.1 Mutual Confidentiality Obligation**

Both Valuenite and the Client agree to treat as confidential any non-public information disclosed by the other party in connection with the Agreement, including but not limited to: business strategies, financial information, customer data, marketing funnels, technical know-how, internal documents, account credentials, performance data, pricing arrangements, and any other information that a reasonable party would consider confidential.

## 28.2 Permitted Use

Confidential information may only be used for the purpose of performing or receiving the Services under the Agreement. Neither party shall disclose confidential information to any third party without the prior written consent of the other party, except where disclosure is required by law or by a competent regulatory or judicial authority.

## 28.3 Duration

The confidentiality obligations set out in this clause shall survive termination of the Agreement for a period of three (3) years, and indefinitely with respect to information that constitutes a trade secret under applicable law.

## 28.4 Exceptions

The obligations of confidentiality shall not apply to information that:

- is or becomes publicly available through no breach of this clause
- was lawfully known to the receiving party prior to disclosure
- is independently developed without reference to the disclosing party's confidential information
- is required to be disclosed by law, court order, or regulatory authority

## 28.5 Portfolio Use

For the avoidance of doubt, this clause does not limit Valuenite's rights under clause 19.4 to display completed work in its portfolio or reference the Client for promotional purposes.

## 29. Non-Solicitation

### 29.1 Non-Solicitation of Personnel

During the term of the Agreement, and for a period of twelve (12) months following its termination or expiry, the Client shall not, directly or indirectly, solicit, hire, engage, or contract with any employee, contractor, freelancer, or other personnel of Valuenite who has been involved in providing the Services to the Client, without the prior written consent of Valuenite.

### 29.2 Non-Solicitation of Systems and Methods

The Client shall not directly copy, reproduce, replicate, or systematically reverse-engineer Valuenite's proprietary systems, frameworks, methodologies, content production processes, or internal tools for the purpose of providing similar services to third parties.

### 29.3 Compensation for Breach

Where the Client breaches clause 29.1, the Client shall, without prejudice to any other rights or remedies available to Valuenite, pay to Valuenite a sum equivalent to the gross annual remuneration (or contractor fees over twelve months) of the relevant personnel, as compensation for the loss caused by the breach.

### 29.4 Reasonableness

The Client acknowledges that the restrictions in this clause are reasonable, necessary to protect Valuenite's legitimate business interests, and limited in scope and duration. If any part of this clause is found to be unenforceable, the remaining parts shall continue to apply to the maximum extent permitted by law.

## **30. Liability Limitation**

### **30.1 Limitation of Liability**

Valuenite's total liability is limited to the amount paid by the Client for the relevant Service in the three (3) months preceding the event giving rise to the claim.

### **30.2 Exclusion of Indirect Damages**

Valuenite shall not be liable for:

- loss of profit
- loss of revenue or anticipated savings
- business interruption
- data loss or data corruption
- loss of audience, followers, rankings, or visibility
- indirect or consequential damages
- downtime of websites, hosting, or third-party platforms
- third-party failures or platform-related issues
- account restrictions, suspensions, or bans imposed by any third-party platform
- decisions or actions taken by social media platforms, search engines, or advertising platforms

## **31. Third-Party Platforms & Force Majeure**

### **31.1 Platform Dependency**

Many of the Services rely on third-party platforms, including but not limited to Google, Meta, TikTok, LinkedIn, X, YouTube, Instagram, Facebook, hosting providers, plugin providers, payment processors, and analytics services. Valuenite has no control over the policies, decisions, algorithms, availability, or pricing of such platforms.

### **31.2 Platform Actions Outside Valuenite's Control**

Valuenite shall not be liable for:

- changes to platform algorithms affecting reach, visibility, or engagement
- account suspensions, bans, or restrictions imposed by platforms
- rejection or disapproval of advertisements or content
- removal of specific posts, content, or campaigns by platforms
- changes to platform policies, advertising rules, or terms of service
- platform outages, downtime, or technical issues
- discontinuation of platform features or platforms themselves

### **31.3 Force Majeure**

Valuenite shall not be liable for any failure or delay caused by circumstances beyond its reasonable control, including but not limited to:

- illness or incapacity
- hosting, software, or plugin failures

- third-party service disruptions
- platform bans or restrictions affecting the Client or Valuenite
- internet failures or outages
- governmental actions, regulatory changes, or legal restrictions
- natural disasters, pandemics, or other external events

## **32. Term Modifications**

### **32.1 Right to Modify**

Valuenite reserves the right to:

- change pricing of Packages and Plans
- modify the scope of Services or Plans
- update reporting frequencies or service standards

### **32.2 Notice**

Changes to ongoing Plans will be communicated prior to taking effect.

### **32.3 Client Option**

Where a material change is made to an ongoing Plan, the Client has the right to cancel the Plan before the changes take effect, subject to the cancellation rules of clause 20.

## **33. Dispute Resolution**

### **33.1 Complaint Submission**

Any complaint must be submitted in writing to [contact@valuenite.net](mailto:contact@valuenite.net).

### **33.2 Response**

Valuenite will respond within 7 days of receiving the complaint.

### **33.3 Resolution Attempt**

Both parties agree to attempt to resolve disputes amicably before initiating legal proceedings.

### **33.4 Legal Action**

If a resolution cannot be reached, disputes may be submitted to the competent court.

## **34. Governing Law & Jurisdiction**

### **34.1 Applicable Law**

These Terms and Conditions, and any Agreement formed under them, shall be governed exclusively by the laws of the Netherlands, without regard to conflict of laws principles. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

### **34.2 Competent Court**

Any dispute arising out of or in connection with these Terms or any related Agreement shall be submitted exclusively to the competent court of the District of Oost-Brabant (Rechtbank Oost-

Brabant), the Netherlands. This jurisdiction clause applies notwithstanding any other rules of jurisdiction, except where mandatory consumer protection law grants the Client a right to bring proceedings before a different court.

### **34.3 Consumer Exception**

Where the Client qualifies as a consumer under applicable Dutch law, the Client may, within one (1) month of Valuenite invoking this jurisdiction clause in writing, elect to bring the dispute before the court determined by the statutory rules of jurisdiction instead.

## **35. Evidence & Communication**

### **35.1 Written and Recorded Communication as Evidence**

All written and recorded communications between Valuenite and the Client may serve as legally valid evidence, including but not limited to:

- agreements, approvals, and confirmations
- instructions and scope definitions
- recorded voice messages (such as WhatsApp voice memos)

### **35.2 Accepted Communication Channels**

Valid communication channels include email, WhatsApp, SMS, recorded voice messages, and other written messaging platforms agreed between the parties.

### **35.3 Evidentiary Value**

Records from these channels may be used to interpret agreements, establish consent, and confirm approvals and obligations.

## **36. Severability**

If any provision of these Terms and Conditions is found to be invalid, unlawful, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, or if modification is not possible, it shall be deemed severed. All remaining provisions shall remain in full force and effect.

## **37. Non-Waiver**

Failure by Valuenite to enforce any provision of these Terms and Conditions shall not be interpreted as a waiver of that provision or a waiver of the right to enforce it at a later time.

## **38. Consumer Rights (B2C Only)**

### **38.1 Applicability**

This section applies exclusively where the Client qualifies as a consumer (a natural person acting outside business or professional capacity).

### **38.2 Right of Withdrawal**

Consumers have the right to withdraw from the Agreement within 14 days of conclusion, provided that the Services have not yet commenced.

### **38.3 Early Start of Services**

If the Client requests Valuenite to begin work before the withdrawal period expires, the Client acknowledges that the right of withdrawal may be lost once performance has begun.

### **38.4 Loss of Withdrawal Right**

The right of withdrawal is forfeited when:

- the Client has explicitly requested early performance, and
- Valuenite has commenced execution of the Services

### **38.5 Effect of Withdrawal**

If withdrawal occurs before the Start of Work, the Client shall receive a full refund.

### **38.6 No Withdrawal After Start**

Once work has started, the right of withdrawal no longer applies and the refund provisions of clause 15 shall govern.

## **39. Nature of Agreement**

### **39.1 Custom Digital Services**

All Services provided by Valuenite are custom-made, personalized, and digital in nature.

### **39.2 Non-Returnable Services**

Due to the nature of the Services, completed or partially completed work cannot be returned.

### **39.3 Performance-Based Compensation**

Payment is made for time invested, expertise applied, and execution performed, and not for any guaranteed outcome.

## **40. Availability & Access of Terms**

### **40.1 Pre-Contract Availability**

These Terms and Conditions shall be made available to the Client prior to entering into the Agreement.

### **40.2 Storage Capability**

The Client must be able to save, download, and retain these Terms for future reference.

### **40.3 Acceptance Mechanism**

The Agreement is valid only where the Client actively accepts the Terms (e.g. via checkbox), or acceptance is clearly demonstrated through the purchasing process.

## **41. Entire Agreement**

These Terms and Conditions, together with the confirmed Scope, any written agreements, and applicable Scope & Expectations Guides, constitute the entire agreement between Valuenite and the Client. No other representations or statements shall have binding effect unless confirmed in writing.

## **42. Amendments & Updates**

### **42.1 Right to Update**

Valuenite reserves the right to amend these Terms and Conditions at any time.

### **42.2 Ongoing Agreements**

For active or recurring agreements, changes will be communicated in advance, and the Client may cancel before such changes take effect, subject to the cancellation rules of clause 20.

## **43. Language & Interpretation**

In the event of discrepancies in interpretation, the original version of these Terms shall prevail.

## **44. Final Provisions**

All provisions of these Terms and Conditions shall apply to the maximum extent permitted by applicable law. Any gaps or ambiguities shall be interpreted in accordance with Dutch law and principles of reasonable commercial practice.