

VALUENITE IT

# DISCLAIMER

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

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## 1. General Information

### 1.1 Identity

All Services are provided by Valuenite, a sole proprietorship registered in the Netherlands, operating under the commercial name “Valuenite IT” (hereinafter “Valuenite”). Valuenite is registered with the Dutch Chamber of Commerce (KvK) under number 95493964.

### 1.2 Nature of Services

Valuenite provides services including, but not limited to:

- website development and digital services
- ongoing Website Care & Growth Plans (maintenance, SEO, Google Ads management)
- Social Media Plans (content creation, posting, community management, paid social advertising)
- related digital, technical, and marketing services

### 1.3 Best-Effort Basis

All Services are provided on a best-effort basis, subject to available resources and standard professional skill, and without guarantees of specific outcomes.

### 1.4 Relationship to Other Documents

This Disclaimer supplements, but does not replace, the Terms & Conditions and the Privacy Policy. In the event of any conflict between this Disclaimer and the Terms & Conditions, the Terms & Conditions shall prevail.

## 2. No Guarantees - General

### 2.1 Business Results

Valuenite does not guarantee:

- business success
- revenue or profitability
- customer growth
- any specific business outcome

### 2.2 Website Performance

Valuenite makes no guarantees regarding:

- conversion rates
- user behavior
- engagement metrics
- performance consistency over time

### 2.3 SEO & Visibility

Valuenite makes no guarantees regarding:

- search engine rankings or positions
- visibility in search results
- organic traffic levels
- the timeline by which any SEO improvements will become visible

### **3. Social Media - No Guarantees**

#### **3.1 Audience Growth**

Valuenite makes no guarantees regarding:

- follower growth or audience size
- the speed at which followers, fans, or subscribers will be acquired
- the demographic composition of the audience

#### **3.2 Engagement & Reach**

Valuenite makes no guarantees regarding:

- engagement rates (likes, comments, shares, saves)
- post or content reach
- impressions or views
- virality of any post, Reel, or video

#### **3.3 Content Performance**

Performance of social media content depends on numerous factors, including platform algorithms, audience preferences, timing, market conditions, and broader cultural trends. Valuenite optimizes content based on data and best practice, but cannot guarantee any specific post will perform at any particular level.

#### **3.4 Paid Social Advertising**

Where Valuenite manages paid social campaigns (e.g. Meta and TikTok ads under the Market Dominance Plan), Valuenite makes no guarantees regarding:

- ad performance or return on investment (ROI)
- conversions, leads, or sales
- approval of advertisements by Meta, TikTok, or other ad platforms
- the cost per click, cost per lead, or cost per acquisition

### **4. Advertising Disclaimer**

#### **4.1 No Guaranteed Results**

For all advertising services (Google Ads, Meta Ads, TikTok Ads, or any other paid platform), Valuenite does not guarantee:

- ad performance
- return on investment (ROI)
- conversions
- leads or sales

## 4.2 External Factors

Advertising results depend on many factors outside Valuenite's control, including:

- the size and competitiveness of the advertising budget
- competition within the niche
- market and economic conditions
- audience behavior
- platform algorithm changes
- the legality, accuracy, and quality of the underlying offer or product

## 4.3 Ad Budgets Paid Directly

Advertising budgets are paid by the Client directly to the relevant platforms (Google, Meta, TikTok, etc.) and are not included in any Plan. Valuenite has no control over how platforms charge for advertising, including bid prices, auction outcomes, or platform fees.

## 5. Recurring Plans

### 5.1 Variable Results Over Time

Care & Growth Plans and Social Media Plans operate on a continuous basis. Performance, results, and outcomes naturally vary from month to month due to seasonal patterns, industry shifts, market conditions, platform changes, and audience behavior. Valuenite does not guarantee that performance will improve or remain stable across any given period.

### 5.2 Time Required for Results

Many Plan-based services (especially SEO and audience growth) require extended periods to produce measurable results. Valuenite does not guarantee any specific timeline for results to become visible. Early-stage results may differ significantly from later-stage results.

### 5.3 Reporting Frequencies are Estimates

Reporting cadences referenced in any Plan (such as monthly, bi-weekly, or weekly performance reports) reflect the standard intended cadence and are delivered on a best-effort basis. They do not constitute legally binding deadlines.

### 5.4 Continued Engagement

Cancellation of a Plan ends the ongoing work but does not undo or reverse results that occurred during the Plan period. Valuenite is not responsible for performance changes following cancellation.

## 6. Platform Dependency

### 6.1 Reliance on Third Parties

The Services depend on third-party platforms, including but not limited to:

- hosting providers and domain registrars
- plugins, software, and tools (paid or free)
- payment processors (e.g. CopeCart, Stripe)
- analytics services (e.g. Google Analytics, Google Search Console)

- communication platforms (email providers, WhatsApp, SMS, Telegram)
- advertising platforms (Google Ads, Meta Business, TikTok Ads)
- social media platforms (Meta/Facebook/Instagram, TikTok, LinkedIn, X, YouTube)

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

Valuenite has no control over and accepts no responsibility for:

- platform outages, downtime, or technical failures
- changes to platform policies, algorithms, or features
- rejection or disapproval of advertisements or content
- removal of specific posts, videos, or campaigns by platforms
- account restrictions, suspensions, or bans imposed by platforms
- pricing changes, fee changes, or service discontinuation
- decisions taken by platforms regarding the Client's account or content

## **6.3 Account Suspensions**

Where the Client's account on any platform is suspended, restricted, or banned, Valuenite will assist with the appeal process where reasonable, but cannot guarantee that the platform will reinstate the account or that any appeal will succeed within any specific timeline.

## **7. Technical Limitations**

### **7.1 Website Behavior**

Websites and digital deliverables may experience:

- bugs or unexpected behavior
- downtime or outages
- errors arising from third-party integrations
- compatibility issues across browsers, devices, or operating systems

### **7.2 No Perfection Guarantee**

Valuenite does not guarantee uninterrupted operation or error-free performance of any deliverable. Reasonable efforts are made to identify and resolve issues within the scope of the relevant Service.

## **8. Content & Compliance**

### **8.1 Client Responsibility**

The Client is fully responsible for:

- the legality of all content provided to or published by Valuenite on the Client's behalf
- the accuracy of any claims, statements, or representations made
- compliance with applicable laws, including consumer protection, advertising standards, intellectual property, and data protection law
- compliance with the terms of service and community guidelines of any platform on which content is published

### **8.2 No Legal Review**

Valuenite does not provide:

- legal advice
- legal compliance verification
- regulatory or industry-specific assessment

The Client is solely responsible for obtaining independent legal or regulatory advice where required.

## **9. Financial & Business Outcomes**

### **9.1 No Financial Guarantees**

Valuenite is not responsible for:

- financial performance or profitability
- business outcomes or growth
- any direct or indirect financial loss arising from the use of the Services

### **9.2 Independent Decision-Making**

The Client remains solely responsible for:

- business and strategic decisions
- investments and financial commitments
- hiring, marketing, and operational choices

Any insights, suggestions, or recommendations provided by Valuenite are guidance only and do not constitute professional financial, legal, or business advice.

## **10. Limitation of Responsibility**

This clause supports, but does not replace, the liability provisions of the Terms & Conditions. Without limiting those provisions, Valuenite is not responsible for:

- indirect or consequential damages
- loss of profit or revenue
- missed business opportunities
- business interruption
- damage to reputation or brand
- loss of audience, followers, rankings, or visibility
- data loss arising from third-party platform actions

## **11. Use of Services**

### **11.1 At Own Risk**

The Services are used at the Client's own risk. Decisions taken on the basis of, or in reliance on, the Services or any related output are made at the Client's sole discretion and responsibility.

### **11.2 No Warranty**

No warranties are provided beyond those explicitly agreed in writing. All implied warranties, including those of merchantability, fitness for a particular purpose, and non-infringement, are excluded to the maximum extent permitted by applicable law.

## 12. Communication & Interpretation

Information provided by Valuenite, including but not limited to:

- content on the website
- marketing materials and funnels
- verbal, written, or recorded communications
- examples, demonstrations, or case studies

shall not be interpreted as guarantees, promises of specific outcomes, or binding commitments. Binding commitments arise only through the Terms & Conditions and any explicitly confirmed Agreement.

## 13. Artificial Intelligence (AI) Services

### 13.1 Nature of AI Output

Valuenite's AI integration and automation services rely on third-party AI models and automation platforms. AI systems are probabilistic and may produce output that is inaccurate, incomplete, biased, outdated, or otherwise unexpected. Valuenite does not warrant that AI output will be accurate, reliable, fit for a particular purpose, or error-free.

### 13.2 Human Oversight Required

AI outputs are tools and suggestions, not decisions. The Client must review and verify AI-generated output before relying on it and must maintain meaningful human oversight of any automation or assistant. AI Services must not be used as a substitute for professional advice, including legal, medical, financial, or safety-critical advice.

### 13.3 No Guarantee of Savings or Performance

Any stated time savings, cost savings, return on investment, or efficiency figures are estimates and illustrative examples only. Valuenite does not guarantee any specific savings, accuracy rate, uptime, response quality, or other outcome from any AI system.

### 13.4 Dependency and Continuity

AI Services depend on third-party models, APIs, and tools that may change, be rate-limited, be repriced, or be discontinued at any time, and on usage-based costs (such as AI tokens and telephony) that are variable and outside Valuenite's control. Valuenite is not responsible for interruptions, degraded performance, or the need to rebuild automations arising from such third-party changes.

### 13.5 Client Responsibility

The Client is responsible for the data and instructions it provides, for the lawfulness of its intended use, and for compliance with applicable law (including the EU AI Act and data protection law) and with the terms of the underlying third-party providers.

## 14. Valuenite Academy (Courses)

### 14.1 Educational Purpose Only

The courses and digital materials offered through Valuenite Academy (the "Courses") are provided for general educational and informational purposes only. They do not constitute legal, financial, tax, investment, business, or other professional advice.

### 14.2 No Guarantee of Results

Valuenite makes no guarantee regarding any result from the Courses, including audience growth, followers, engagement, reach, leads, sales, income, or business success. Outcomes

depend on factors outside Valuenite's control, including the participant's own effort, application, consistency, skill, niche, market, and timing.

#### **14.3 Results Not Typical**

Any results, figures, screenshots, case studies, reviews, or testimonials shown are individual examples, are not typical, and are not a promise or guarantee that any participant will achieve the same or similar results.

#### **14.4 Reach and Audience Figures**

References to follower numbers, audience size, student numbers, or reach (for example across Valuenite's own or its network's platforms) are provided for context only and describe past or aggregate figures. They are not a representation of the results any participant will achieve.

#### **14.5 Participant Responsibility**

Success requires the participant's own work and judgement. The participant is solely responsible for how they apply the Course material and for their own decisions and results.

#### **14.6 Platform Independence**

Courses that concern third-party platforms (such as Instagram or other social networks) are not affiliated with, endorsed by, or sponsored by those platforms, and Valuenite is not responsible for changes those platforms make.

## **15. Changes to This Disclaimer**

### **15.1 Right to Modify**

Valuenite reserves the right to update or modify this Disclaimer at any time.

### **15.2 Publication**

Updated versions will be published on the website. Continued use of the Services after publication may be considered acceptance of the updated Disclaimer.

## **16. Contact**

For questions regarding this Disclaimer, the Client may contact Valuenite at:

- Email: [contact@valuenite.net](mailto:contact@valuenite.net)
- KvK: 95493964