

VALUENITE IT

TERMS & CONDITIONS

Valuenite (operating under the commercial name Valuenite IT)

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2026 Edition

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 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.

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. AI Integration Services

43.1 Scope of AI Services

Valuenite offers AI integration and automation services (“AI Services”), delivered as one-time Packages (AI Kickstart, AI Engine, and AI Powerhouse), a custom engagement (AI Architect), and, where agreed, a recurring AI Care & Optimisation Plan. Every AI engagement begins with a free, non-binding AI Opportunity Scan.

43.2 Free AI Opportunity Scan

The AI Opportunity Scan is provided free of charge and for indicative purposes only. It identifies potential automation opportunities and estimated time savings, does not constitute professional, technical, legal, or financial advice, and creates no obligation on either party. Any figures provided are estimates, not commitments.

43.3 Nature of AI Deliverables

AI Services are built using third-party platforms and models, for example automation tools such as Make, n8n, or Zapier, and AI providers such as OpenAI or Anthropic. The Client acknowledges that AI systems are probabilistic and may produce output that is incomplete, inaccurate, outdated, or otherwise unexpected, and that such behaviour is inherent to the technology and does not by itself constitute a defect under clause 12.

43.4 Human Oversight

AI automations and assistants support, and do not replace, human judgement. The Client is responsible for maintaining appropriate human oversight of any AI system, for reviewing AI-generated output before relying on or publishing it, and for not using AI Services for any decision or purpose requiring professional advice (including legal, medical, financial, or safety-critical decisions) without independent verification.

43.5 Usage and Consumption Costs

Fees for AI Packages and Plans cover the design, configuration, and delivery of the automation only. Third-party usage and consumption costs (including but not limited to AI tokens or API fees, messaging, telephony, and platform or software subscriptions) are not included and are either paid by the Client directly to the relevant provider or billed on by Valuenite only where expressly agreed. Such costs are variable and outside Valuenite’s control.

43.6 Third-Party Dependency

AI Services depend on the continued availability, pricing, terms, and performance of third-party platforms and models. Valuenite is not responsible for changes to, deprecation of, rate limiting of, or discontinuation of any third-party model, API, tool, or feature, nor for any resulting interruption, degradation, or need to rebuild an automation. Work required to adapt an automation to such changes falls outside the original Scope and is treated as additional work under clause 13 or covered under an AI Care & Optimisation Plan.

43.7 Client Data and Inputs

The Client is responsible for the data, content, credentials, and access it provides for the build and operation of an AI system, for having a lawful basis to process that data, and for ensuring that it does not provide data it is not permitted to share with third-party processors. Processing of personal data through AI Services is addressed in the Privacy Policy and, where Valuenite acts as a processor, in a separate data processing agreement.

43.8 Compliance and Acceptable Use

The Client is solely responsible for ensuring that its use of any AI system complies with applicable law and regulation (including the EU AI Act, data protection law, and any sector-specific rules) and with the terms of the underlying third-party providers. Valuenite does not provide legal or regulatory advice and does not warrant that any AI system meets the Client's specific regulatory obligations.

43.9 No Guarantee of Results

Valuenite does not guarantee any specific level of time savings, cost savings, return on investment, accuracy, uptime, or other outcome from any AI system. Estimates of savings are indicative only. Clause 24 (Results Disclaimer) and the Disclaimer apply in full to AI Services.

43.10 AI Care & Optimisation Plan

Where the Client takes a recurring AI Care & Optimisation Plan, the monitoring, maintenance, and optimisation provided is governed by the recurring-Plan provisions of these Terms, including clause 20. Automations not covered by such a Plan are delivered as-is following acceptance under clause 12, and Valuenite is under no obligation to monitor, correct, or maintain them.

44. Valuenite Academy (Online Courses)

44.1 Nature of the Academy

Valuenite operates "Valuenite Academy", through which it sells access to online educational courses and related digital materials (the "Courses"), currently including IG Mastery and the Master Creator Academy (MCA), with further courses offered from time to time. The Courses are digital content and are educational in nature. In this section, a purchaser of a Course is referred to as a "Student".

44.2 Access and Licence

On purchase, the Student receives a personal, non-exclusive, non-transferable, revocable licence to access the purchased Course for personal use for the access period stated at purchase. Where access is described as "lifetime", this means for as long as Valuenite continues to operate that Course, subject to these Terms. Login credentials are personal and may not be shared.

44.3 Intellectual Property

All Course content, including videos, text, templates, checklists, and downloads, remains the property of Valuenite or its licensors. The Student may not copy, record, download (except where expressly provided), redistribute, resell, sublicense, publish, or share Course content, or use it to build a competing product. Breach immediately terminates the licence without refund and without prejudice to Valuenite's other rights.

44.4 No Guarantee of Results

The Courses are educational only. Valuenite does not guarantee any particular result, including any level of audience growth, followers, engagement, sales, income, or business outcome. Results depend on factors outside Valuenite's control, including the Student's own effort, application, skill, market, and timing. Any examples, figures, case studies, or testimonials are illustrative, are not typical, and are not a promise of results. Clause 24 (Results Disclaimer) and the Disclaimer apply in full.

44.5 Not Professional Advice

Course content is general information and does not constitute legal, financial, tax, investment, or other professional advice. The Student acts on it at their own risk and remains responsible for their own decisions.

44.6 Payment

Courses are paid in full at the time of purchase through Valuenite's payment provider. Pricing, discounts, and any promotional reference prices are as displayed at the time of purchase.

44.7 Digital Content and Right of Withdrawal

Courses are digital content supplied immediately on purchase. Where the Student qualifies as a consumer, the Student expressly consents at checkout to immediate access and acknowledges that, by giving that consent, the statutory 14-day right of withdrawal is lost as soon as access is granted, in accordance with Dutch and EU consumer law. Where this express consent is not given, access is provided only after the 14-day withdrawal period has expired or upon the Student waiving that right.

44.8 Refunds

Save for the statutory right of withdrawal described in clause 44.7 (where it applies and has not been lost) and any mandatory consumer rights that cannot be excluded, all Course sales are final and non-refundable once access has been granted. Refunds are not provided on the basis of results, lack of results, failure to use the Course, or change of mind.

44.9 Availability and Changes

Valuenite may update, improve, restructure, or withdraw Courses, and may discontinue the Academy or any Course. Where a purchased Course is permanently withdrawn before the end of a stated access period, Valuenite will, at its discretion, provide reasonable access to a comparable replacement or a pro-rata refund of the unused period. Courses described as “coming soon” are offered subject to availability, and their timing is not guaranteed.

44.10 Accounts and Conduct

The Student is responsible for the security of their account and for all activity under it. Valuenite may suspend or terminate access, without refund, for breach of these Terms, sharing of access, or unlawful or abusive conduct.

44.11 Affiliates

Where Valuenite operates an affiliate or referral program for the Academy, participation is subject to separate affiliate terms. Affiliates must not make earnings or results claims on Valuenite’s behalf and must not engage in misleading or non-compliant promotion.

45. Language & Interpretation

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

46. 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.