



General Terms & Conditions of ViVortis Limited

Identity of the Company:

Company Name: ViVortis Limited

Trade Name: ViVortis

Word Mark: ViVortis®

Website: <https://www.vivortis.com>

Address: 124 City Road, EC1V 2NX, London, United Kingdom

Phone: 02035760570

Email: support@vivortis.com

Chamber of Commerce No: 11485376

Article 1. General Provisions

- These general conditions apply to all offers, agreements, and all subsequent actions between ViVortis Limited, hereinafter: ViVortis, and you, the customer.
- These conditions also apply if ViVortis purchases/obtains products/services from third parties and delivers these to you.
- Your conditions are explicitly not applicable.
- Should a provision of these general conditions be void or voided, the remaining provisions shall remain valid. You must agree to new provisions. These will be in line as much as possible with the old void or voided provisions.
- The provisions from the agreement prevail if they conflict with the provisions from these general conditions.
- In these general conditions, 'in writing' also means by email or via the (website) link in the quote.

Article 2. When is an Agreement Formed?

- All offers from ViVortis are without obligation and valid for 7 days, unless otherwise agreed in writing. Offers or prices do not automatically apply to future orders. The offer is based on the information you provided. If it appears that this information is incorrect, ViVortis may adjust the offer and the costs will be at your expense.
- When you receive a quote from ViVortis and wish to confirm, you must sign it digitally within 7 days of receipt and return it to ViVortis. The agreement is established upon receipt of the signed quote or after written or verbal approval is given on the quote and ViVortis actually begins the work.
- Images, drawings, technical and/or chemical specifications, type, quantity, composition, and quality included in the offer are approximate.
- If a change in the agreement leads to higher costs, ViVortis may pass these costs on to you.
- You cannot derive any rights from previous offers or promotional material made by ViVortis.

Article 3. How Does Delivery Work?

- ViVortis will provide each service as agreed in writing and may use third parties for this purpose.
- The agreed delivery term is not a strict deadline. The delivery term begins once the agreement is established, provided all necessary data has been received and any desired payment security has been provided.

Article 4. What Can You Expect from ViVortis?

- ViVortis will perform its tasks to the best of its knowledge, experience, and expertise, and will handle your interests as best as possible. ViVortis has an obligation to perform to the best of its ability.
- ViVortis will keep you informed of the performance of the work upon your request.
- If a schedule is included in the agreement, ViVortis will ensure that this schedule is adhered to as much as possible. However, these are not strict deadlines. If the schedule is exceeded, you must give ViVortis a written reasonable period of at least 14 days to comply.
- ViVortis will treat all your data confidentially, as far as ViVortis is supposed to know that it concerns confidential data.

Article 5. What Are Your Obligations?

- You must provide all data that ViVortis needs to perform its work well, on time, and completely. You are responsible for the accuracy of this data.
- ViVortis only needs to check the information you provide superficially, and only to the standards within ViVortis's field of expertise.
- Each phase allows for one round of corrections, where you can submit all changes digitally at once. Changes submitted after this will be reassessed and estimated as additional work.
- If the assignment is terminated prematurely, before all phases have been completed, all work performed must be compensated by you. Moreover, you are not entitled to use the design/concept.
- If there is a delay in the performance of the agreement, and this delay is attributable to you, all costs and damages arising from this will be at your expense and risk.
- You are required to inspect and check the work performed immediately upon delivery. Any complaints, defects, or faults must be reported in writing to ViVortis immediately (within two days). Without this notification, the respective work is deemed to have been performed without defects, and it is assumed that ViVortis has acted in accordance with the agreement.
- Complaints regarding defects and/or faults not immediately visible should be reported in writing to ViVortis immediately (within two days) after discovery so that ViVortis can investigate the accuracy of these complaints on-site and take necessary measures if needed.
- Reporting a complaint does not suspend your payment obligation.
- If ViVortis has conducted an analysis based on your data, you are required to thoroughly consider the content. If there is an inaccuracy or shortcoming in the analysis that you could have noticed, you must inform ViVortis within two months after receiving the analysis.
- Analyses provided by ViVortis should not be used for any purpose other than for which they were prepared and provided.

Article 6. Competition

- You are not allowed to employ employees of ViVortis or have them work for you in any way during the term of the agreement and for one year after its termination.
- In case of secondment, you are not allowed to employ the seconded individuals or have them work for you in any way during the term of the secondment and for one year after its termination.
- If you violate these agreements, you are liable to pay a penalty of 3 gross annual salaries of the concerned individual to ViVortis.

Article 7. What Agreements Apply to Search Engine Marketing, SEO, or Advertising?

- ViVortis will endeavor to perform the task to the best of its ability. For the product Search Engine Ranking, there is an aim for a high-quality listing in the most commonly used (or otherwise agreed) search engines. The (statistical) data (indications) provided by or on behalf of ViVortis are always of an indicative nature unless explicitly stated otherwise. No rights can be derived from these data by you. Therefore, the services Search Engine Ranking, SEO, and Advertising carry an obligation to perform to the best of ViVortis's ability, not an obligation to achieve specific results.
- Estimates provided by ViVortis regarding click prices, positions, word lists, etc., are indicative, and no rights can be derived from them by you in case of deviation.
- You cannot claim a refund from ViVortis if a given maximum budget is exceeded.

Article 8. What Agreements Apply to Hosting or Other Forms of Storage?

- Hosting is always placed with a third party. ViVortis does not manage this itself and is not liable for any errors and/or damages resulting from the work performed by the third party.
- ViVortis only hosts websites with a WordPress C.M.S. Other websites are not allowed on ViVortis's platform.
- Regarding storage, ViVortis only offers website hosting and email. Other forms of storage, documents, or other variants are not included in this form of hosting.
- If you decide to move the website hosting elsewhere:
 - a. You must submit a request by email via support@vivortis.com;
 - b. You can always transfer the website, but you are still required to pay for the full duration of the contract;
 - c. ViVortis is not responsible for any errors, costs, or external factors not mentioned elsewhere, caused by the migration/transfer.

Article 9. What Are the Costs of ViVortis's Services?

- The costs or the applicable fee in euros that you need to pay are included in the quote.
- All costs are exclusive of VAT. Other government-imposed levies, transport and delivery costs, travel and accommodation expenses abroad, use of special installations are not included.
- ViVortis has the right to change the price during the contract period in connection with price developments. You will be informed of this in writing. This includes, among other things, changes in taxes, levies, wages, social charges, exchange rates, energy prices, or other circumstances that result in an increase in costs for ViVortis. Changes will take effect within one month after the announcement thereof. If you do not agree with the cost change, you can terminate the agreement with ViVortis in writing within eight days after the announcement of the change, effective from the date the change takes effect.
- If you have not yet fulfilled all your (payment) obligations under the agreement, ViVortis may postpone its obligations until you have met all your (payment) obligations.
- You accept that the cost of the agreement may be influenced when parties decide to change the approach, methodology, and/or scope, regardless of which party has prompted this. Costs for additional work/products will be discussed and charged separately to you.

Article 10. How Do You Pay for ViVortis's Services?

- ViVortis will send you a direct invoice, which you must pay within 7 days of the invoice date.
- When ViVortis delivers in parts, it may invoice each agreed period or phase separately.
- For professional parties, if you do not pay within the agreed term, you are immediately in default and owe interest from the due date of the invoice. This interest will be equal to the statutory commercial interest rate. You must also pay all (judicial and extrajudicial) collection costs of ViVortis. These costs amount to at least 15% of the principal sum with a minimum of £150.00.
- ViVortis has the right to demand security from you to ensure your (payment) obligations are met. ViVortis is also authorized to change the payment terms when it believes that your financial position or your payment behavior justifies this.
- If you have an objection to the invoice, you must notify ViVortis in writing within 7 days of the invoice date. If you do not do this, the invoiced amount is considered recognized. Objections to the invoice do not suspend your payment obligation.

Article 11. When and How Does the Agreement End?

- The agreement is entered into for the duration as included in the agreement.
- Both parties have the option to terminate the agreement in writing. This can only be done at the end of the contract period or, if the agreement is for an indefinite period, with a notice period of one month.
- If you terminate the agreement, you must compensate the costs that must be made by ViVortis as a result. You are responsible for timely terminating any contract with the third party.
- If you cancel the agreement, you must compensate the costs that have been or still need to be made by ViVortis and the damage suffered, up to a reasonable amount, without prejudice to ViVortis's right to claim compensation if and insofar as the damage exceeds the reasonable amount. The reasonable amount is calculated based on the following scale:
 - a. For cancellation up to 8 days before the start of the work: 10% of the quote;
 - b. For cancellation longer than 1 day but less than 8 days before the start of the work: 20% of the quote;
 - c. For cancellation 1 day or less before the start of the work: 25% of the quote.
- ViVortis may immediately suspend or partially or completely terminate the execution of the agreement without prior notice to you when:
 - a. You fail to meet your obligations from the agreement on time and/or refuse to provide payment security;
 - b. There is bankruptcy, (provisional) suspension of payments, under guardianship, debt restructuring or cessation, liquidation or whole or partial transfer of your business or death.
 - c. ViVortis is not then required to pay you any compensation and also has the right to claim compensation and/or payment itself. If one of these circumstances occurs, you are immediately in default.
- ViVortis has the right to continue performing the agreement.

Article 12. When Is There Force Majeure and What Are the Consequences?

- Force majeure means that circumstances prevent ViVortis from fulfilling its service delivery on time or properly, without it being ViVortis's fault. In the event of force majeure, ViVortis does not have a culpable shortcoming.
- Force majeure includes, for example, fire, theft, civil commotion, riot, strike, company occupation, operational disruption, war, extreme weather, situations of factual inaccessibility of the work, changes in regulations, technical malfunctions (at third parties), and shortcomings in performance by a supplier of ViVortis.
- When there is force majeure, ViVortis may suspend the execution of the agreement or terminate the agreement (partially) without having to pay you any compensation.
- If the force majeure lasts longer than 60 consecutive days, you may terminate the agreement in writing. ViVortis owes you no compensation.

Article 13. Intellectual Property Rights

- All items supplied by ViVortis, such as reports, advice, designs, sketches, software, scripts, applications, etc., are intended for use by you only and may not be resold,

reproduced, disclosed, or made available to third parties without ViVortis's prior permission.

- You remain the owner of the documents you have given ViVortis for inspection.
- ViVortis also retains the right to use the knowledge gained from the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.
- ViVortis holds the copyright over all works created by or on behalf of it.
- All intellectual property rights, including but not limited to, copyrights, brand rights, and database rights, on the information, texts, images, logos, photos, and illustrations on ViVortis's website and on the layout and design of the website are owned by ViVortis and/or its licensors. You may not infringe upon these rights, including making copies of the website other than for using the website.
- All items supplied by ViVortis in the context of the agreement, such as reports, advice, designs, sketches, software, scripts, applications, etc., remain the property of ViVortis until you have properly met all obligations from the agreement(s) entered into with ViVortis.

Article 14. Confidential Information and Personal Data

- Parties are obliged to keep all confidential information they receive about the other party's company secret. This also applies to third parties involved.
- Information is confidential if it has been designated as such by one of the parties.
- When ViVortis acts as a data controller within the meaning of the General Data Protection Regulation (hereinafter: GDPR), the following provisions apply:
 - a. ViVortis is responsible for protecting the personal data whose use by ViVortis is necessary for the correct performance of the agreement.
 - b. When ViVortis processes personal data, this is done with the utmost propriety and care and in accordance with the GDPR.
 - c. ViVortis uses the personal data only to the extent necessary to be able to serve the customer. The personal data will not be kept longer than is legally allowed or necessary for the performance of the agreement.
 - d. ViVortis takes technical and organizational measures to ensure an appropriate level of security with regard to personal data, taking into account the state of the art and the nature of the processing.
- When the data subject wishes to exercise one of the rights they have under the GDPR, this request can be submitted in writing via the email address/contact details. ViVortis will handle this request within the legal deadlines.
- When ViVortis processes the customer's personal data (for example, in Google tools or Mailchimp), this is done with the utmost propriety and care and in accordance with the GDPR.
- There is a chance that personal data will not remain in the EU. ViVortis has no visibility on the locations where servers of third parties (such as Google, Mailchimp, etc.) are running. You expressly agree that ViVortis uses the services offered by these third parties.
- ViVortis provides your data to third parties and will only provide them if this is necessary for the execution of our agreement or to comply with a legal obligation. If ViVortis provides your data to third parties for other reasons, ViVortis will first ask for your permission. ViVortis enters into a processing agreement with organizations that



process your data to ensure the same level of security and confidentiality of your data.

Article 15. Who is Liable for What?

- ViVortis provides its services to the best of its knowledge and ability. However, ViVortis cannot guarantee that a desired result will be achieved at a certain time.
- ViVortis cannot be held liable for damage. Nor if this damage is directly or indirectly related to delay or suspension. ViVortis is only liable if the damage is due to intent or deliberate recklessness. ViVortis is in any case not liable for:
 - a. Errors in advice, materials, and/or automated files provided by ViVortis;
 - b. The no longer and/or not timely availability of its reports;
 - c. Texts, images, or other data provided by you or unlawful use thereof by you;
 - d. Your failure to follow advice provided by ViVortis;
 - e. The unlawfulness of the services offered by ViVortis or the manner in which the services are provided by ViVortis;
 - f. Malfunctions in the electronic services of ViVortis and third parties, such as providers, (measurement) system providers, network operators, hosting parties, or other telecommunication networks;
 - g. Damage arising from non-compliance (of the use) of the software with applicable laws and regulations regarding the placement of cookies on and/or reading information from peripheral equipment of end-users;
 - h. Indirect damage (such as operational damage, damage caused by auxiliary persons or third parties).
 - i. Content (images, texts, videos, brands, intellectual property rights, or others) taken from example websites provided by ViVortis to you, the customer.
- If ViVortis is liable, then this liability is limited to the amount paid out in relation to this damage per event by ViVortis's business liability insurance. If the maximum insured amount is higher than the amount of the assignment, then ViVortis is only liable up to the amount of the assignment related to the services provided.
- The information on the website is compiled and maintained by ViVortis with ongoing care and attention. However, errors cannot always be prevented. Therefore, no rights can be derived in any way from the information offered on the website. ViVortis accepts no liability for damage arising in any way from the use of the website or from the incompleteness and/or inaccuracy of the information provided on the website and/or damage resulting from the (temporary) unavailability of the website or damage resulting from the fact that certain functionalities do not function (temporarily) due to bugs or errors.
- ViVortis is not responsible for photos, descriptions, and other educational materials on your, the customer's, website that are published by third parties.
- Any liability of ViVortis expires if you do not invoke the shortcoming within one year after the product has been delivered and if you do not notify ViVortis in writing of the (possible) shortcoming within one month after discovering it.

Article 16. Amendment of These Conditions

- ViVortis can always change the general conditions without prior notice.
- ViVortis can announce changes to these conditions by posting them on its website or by communicating them in another way. Changes also apply to existing agreements.

Article 17. Complaints and Disputes

- If you are not satisfied with our services, we appreciate it if you let us know so that we can seriously address your complaint. To ensure that we can handle the complaint properly, the complaint must be submitted to ViVortis within two months after you became aware of the complaint.
- Should a dispute arise, you must refer to the competent court at the Oost-Brabant court. The opportunity to initiate a dispute in court expires one year after the cause of the dispute arose.

Article 18. Applicable Law

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Additional Conditions: Maintenance and Support

- 1.1 In the context of the ViVortis® All-In-One package, customers receive maintenance services for their website, including but not limited to, updates and repairs of website functionalities. These maintenance services are subject to a Fair Use Policy.
- 1.2 Customers are entitled to a maximum of 30 minutes of labor-related maintenance per calendar month. This includes work performed by or on behalf of ViVortis related to website maintenance.

Fair Use Policy

- 2.1 The Fair Use Policy is designed to provide all customers equal and fair access to maintenance services. Customers must respect their monthly limit of 30 minutes of labor-related maintenance.
- 2.2 It is not allowed to carry over unused minutes from one month to the next. Each month, the counter for the allowed maintenance time resets to 30 minutes.
- 2.3 If a maintenance request exceeds the 30-minute limit, this request will be considered as falling outside the scope of the Fair Use Policy. For work exceeding 30 minutes, additional costs will be charged according to the rates applicable at that time unless otherwise agreed between ViVortis and the customer.
- Services Outside the Scope
- 3.1 Maintenance requests that fall outside the Fair Use Policy, including but not limited to projects or requests that require a longer labor time, will be billed separately. The customer will receive a cost estimate for approval before the execution of such services.
- Changes in Conditions
- 4.1 ViVortis reserves the right to change the Fair Use Policy.
- Additional Conditions: "Made by ViVortis® Custom Website" Designation

Placement of Designation:

- The Customer agrees that a designation with the text "Made by ViVortis® Custom Website" will be placed in a visible location on the website developed by ViVortis, along with a hyperlink to <https://vivortis.com/>. This designation serves as recognition

of the creative and technical work performed by ViVortis and as a means for potential customers to discover ViVortis's services.

- Durability of the Designation: The Customer agrees that the "Made by ViVortis® Custom Website" designation will remain on the website for the entire lifespan of the website as originally designed by ViVortis, unless otherwise agreed in writing by both parties.
- Prohibition on Removal: The Customer is not allowed to remove or modify the "Made by ViVortis® Custom Website" designation and the accompanying hyperlink to <https://vivortis.com/nl/> without prior written permission from ViVortis.
- Buyout Arrangement: If the Customer wishes to remove the "Made by ViVortis® Custom Website" designation and hyperlink, this request can be granted after a one-time payment of £250 to ViVortis. This payment serves as compensation for the loss of advertising and must be fully paid before the removal of the designation.
- Changes and Agreement: Any change to this condition, including the buyout arrangement, requires a written agreement between the Customer and ViVortis. Oral agreements or assumptions have no legal force with respect to this condition.
- ViVortis reserves the right to change the additional conditions; "Made by ViVortis® Custom Website" designation.