GENERAL TERMS AND CONDITIONS FOR DIGITAL SERVICES (Version 1.0 - August 2026)

These General Terms and Conditions (GTC) apply to and form an integral part of the Digital Services Agreement / Order Form entered into between Rose Etiket ("Service Provider") and the Client.

1. SERVICES ALREADY PROVIDED (PRELIMINARY WORK)

1.1 The Service Provider has assisted with preliminary company name availability checks and logo design. These are preliminary checks and do not constitute a formal legal trademark clearance. The Client makes the final decision on business names and bears liability for third-party IP claims.

1.2 Domain names registered by the Service Provider on behalf of the Client remain Client assets. Upon termination and settlement of invoices, domains will be transferred to the Client.

2. WEBSITE DEVELOPMENT & HOSTING

2.1 The website will be developed as a custom application (.NET/React) with basic security and SEO. The Service Provider does not guarantee specific search engine rankings or business results.

2.2 Hosting and any third-party AI service integrations are funded via the agreed monthly external budget. Excess costs require Client approval.

3. SOURCE CODE AND INTELLECTUAL PROPERTY

3.1 Ownership: All intellectual property rights, underlying architecture, source code, and generic modules remain the sole property of the Service Provider. The Client receives a non-exclusive license to use the website for its business.

3.2 Source Code Buyout: The Client may exercise an option to request full delivery and transfer of the customized source code by paying a one-off Source Code Transfer Fee of EUR 2,500 (excluding VAT). This fee remains fixed for 12 months from the effective date.

3.3 Client Materials: The Client retains full ownership of its own logos, content, and data.

4. CONTENT CREATION & CLIENT RESPONSIBILITIES

4.1 The Service Provider aims to produce 12-16 content items per month based on the Client's project materials.

4.2 The Client is responsible for supplying accurate information, photos, and videos, and must ensure they have all necessary legal permissions (copyright, portrait rights, property rights) to use the provided materials.

4.3 Unused content production capacity or excess materials may be carried forward to subsequent months.

5. CONFIDENTIALITY

Each Party shall maintain the confidentiality of all non-public business, technical, or customer information received from the other Party. The Service Provider will not use Client materials for other clients or for its own portfolio without prior written consent.

6. PERSONAL DATA, PRIVACY AND GDPR COMPLIANCE

6.1 The Parties shall comply with the General Data Protection Regulation (GDPR / Dutch AVG). The Client acts as the "Data Controller" and the Service Provider acts as a "Data Processor".

6.2 The Client is solely responsible for its legal notices (Privacy Policy, Cookie Policy, Terms of Service).

6.3 The Parties shall enter into a separate Data Processing Agreement (DPA) where required by Article 28 of the GDPR.

7. LIABILITY & WARRANTIES

7.1 The Service Provider performs services with professional care but is not liable for changes in third-party platform algorithms, hosting outages, or Client delays.

7.2 The Service Provider does not guarantee any specific commercial results (revenue, leads, followers). Liability is limited to direct damages caused by attributable failure, subject to mandatory applicable law.

8. TERMINATION

8.1 Convenience: Either Party may terminate with one (1) full calendar month written notice. Initial payments are non-refundable. All outstanding fees must be paid.

8.2 Immediate: Either Party may terminate immediately for material breach, insolvency, or unlawful activity.

9. GENERAL PROVISIONS

9.1 Subcontractors: The Service Provider may use third-party tools, APIs, or specialist subcontractors.

9.2 Force Majeure: Neither Party is liable for delays caused by circumstances beyond reasonable control (e.g., cyberattacks, natural disasters, cloud failures).

9.3 Severability: If any provision is invalid, remaining provisions remain in full force.

9.4 Applicable Law: This Agreement is governed by the laws of the Netherlands. Disputes shall be submitted to the competent Dutch courts.

Rose Etiket
Aug 2026