

## General Terms and Conditions

These General Terms and Conditions govern all advice, offers, agreements, and their execution between Space'M Online B.V. ("Space'M") and the client ("Client") for the provision of business services. These services encompass, but are not limited to, web development and design, digital marketing, search engine optimization, and product design ("Services"). It is explicitly stated that these Conditions are exclusively intended for business clients (ondernemers) and do not apply to consumers as defined in Article 7:450 of the Dutch Civil Code. Any deviations from or additions to these General Terms and Conditions are only valid if expressly agreed upon in writing between Space'M and the Client. Furthermore, the applicability of any general terms and conditions of the Client, whether published on their website, stated on a purchase order, or otherwise, is expressly rejected.

The explicit exclusion of consumers, as referenced by Article 7:450 of the Dutch Civil Code, is a critical delineation. This provision signifies that Space'M operates under the framework of business-to-business (B2B) contract law. This legal environment typically affords greater contractual freedom and fewer stringent consumer protection regulations compared to business-to-consumer (B2C) contracts. By clearly establishing this B2B focus, Space'M streamlines its contractual framework and can, to a greater extent, define and limit its liability exposure than if it were dealing with individual consumers. This approach represents a deliberate strategy for risk management within its operational scope.

Moreover, the clause unequivocally rejecting the applicability of the Client's general terms and conditions serves as a robust "knock-out" provision. This directly addresses the common commercial issue known as the "battle of the forms," where both parties attempt to impose their own standard terms on a transaction. Under Dutch law, while the "first shot" rule (where the party first referring to its terms often prevails) can apply, it is frequently mitigated if the other party explicitly rejects those terms. Space'M's explicit rejection ensures that its terms are the sole governing terms of the agreement, thereby preventing ambiguity and potential conflicts that could arise from contradictory standard clauses. This proactive measure is designed to safeguard Space'M's contractual position and foster predictability in the event of legal disputes.

## Article 0 – Definitions

This foundational article provides precise definitions for key terms utilized throughout these General Terms and Conditions, thereby ensuring consistent interpretation and minimizing potential ambiguities within the contractual relationship.

**0.1 "Agreement":** Refers to the agreement formally documented in writing between the Parties, encompassing all appendices and subsequent amendments. The explicit inclusion of "appendices and amendments" within the definition of "Agreement" is crucial for legal precision. In contract law, the precise scope of what constitutes the "agreement" is paramount. Without this explicit inclusion, a party might contend that only the initial, main document is legally binding, particularly if subsequent modifications or attached documents were not formally signed or referenced with equal formality. This clause reinforces the principle that the entire body of mutually agreed-upon documentation, including any future changes, collectively forms the binding contract, providing a robust legal framework for all facets of the engagement.

**0.2 "Services":** Denotes all work performed and deliveries made by Space'M pursuant to the Agreement.

**0.3 "Client":** Identifies the counterparty of Space'M within the context of the Agreement.

**0.4 "Additional Work":** Specifies supplementary work not encompassed within the original offer or the initial description of the assignment. The definitions of "Services" and "Additional Work" are intentionally broad. "Services" broadly covers "all work and deliveries," while "Additional Work" is defined as any work not included in the original offer. In the dynamic realm of digital services, initial project scopes can often be somewhat fluid or subject to rapid evolution. These broad definitions provide Space'M with essential operational flexibility. By defining "Services" comprehensively, Space'M can encompass a wide array of activities without the need for constant redefinition of its core offerings. Simultaneously, by clearly delineating "Additional Work" as anything outside the original scope, Space'M establishes a clear legal basis for charging for scope creep, a prevalent challenge in project-based digital services. This proactive approach manages client expectations and ensures fair compensation for evolving project requirements.

**0.5 "Parties":** Refers collectively to Space'M and the Client.

**0.6 "Tool":** Encompasses all materials, software, and documentation utilized during the execution of the services.

## Article 1 – Offers

This article meticulously outlines the conditions under which Space'M extends its offers, their validity periods, and the precise process through which a binding agreement is established.

### 1.1 Non-binding Nature

Unless explicitly agreed otherwise in writing, all offers, quotations, price indications, proposals, and other communications from Space'M—regardless of their form or method of communication—are entirely non-binding. This "non-binding" clause is a fundamental protective measure for Space'M. Its legal effect is to prevent an offer from being considered a legally binding proposal (aanbod) under Dutch contract law, which would typically become binding upon acceptance. Instead, such communications are framed as invitations to negotiate or indicative price statements. This provides Space'M with significant commercial agility. In a volatile market where project requirements, resource availability, or third-party costs (such as those for advertising platforms or software licenses) can fluctuate rapidly, Space'M is not prematurely locked into a potentially unfavorable offer. This strategy effectively shifts the risk of market fluctuations away from Space'M during the negotiation phase.

### 1.2 Validity Period

Each offer, as referenced in clause 1.1, is valid exclusively for the term explicitly stated within the offer itself. Should an offer not specify a validity period, it will automatically expire, without further notice, thirty (30) calendar days after the date of its dispatch or issuance. The default 30-day validity period serves both operational and commercial objectives. From an operational standpoint, it prevents Space'M from maintaining an indefinite number of outstanding offers that could be accepted unexpectedly, which might overstretch resources or necessitate a re-evaluation of current pricing. This aids in more effective resource planning and financial forecasting. Commercially, it subtly encourages prospective clients to make a decision within a reasonable timeframe,

thereby creating a sense of urgency and preventing prolonged indecision that could tie up Space'M's sales pipeline without a firm commitment.

### 1.3 Obvious Errors

Unintended errors or mistakes may occasionally occur in Space'M's offers and other communications. An "obvious error" is defined as a mistake that a reasonably informed business counterparty could have immediately identified upon a superficial review. Space'M is not bound by such obvious errors in its offers. This clause safeguards Space'M from being held to inadvertently incorrect pricing or terms resulting from human error. This aligns with the legal principle of "reasonable expectation" and prevents "unjust enrichment." A party cannot reasonably expect a contract to be formed on terms that are patently erroneous (e.g., a service priced at €1 instead of €1000). This provision protects Space'M from potentially significant financial losses that could arise from simple typographical or data entry errors in a quotation, reinforcing the commercial reasonableness of the agreement.

### 1.4 Formation of the Agreement

Subject to the provisions of this article, an Agreement between the Client and Space'M is established only when one of the following conditions has been met:

a. The Client has accepted or confirmed Space'M's offer in writing (including via email); or  
b. Space'M – subsequent to receiving the Client's written acceptance – has actually commenced the execution of (parts of) the Service.

Should Space'M commence execution prior to receiving the Client's written acceptance, such action is considered unconditional consent to the offer, and the Agreement is deemed to have been concluded at the time the work commenced. This section clearly defines the precise moment of contract formation, emphasizing written acceptance or the commencement of work as the definitive triggers. The provision stating that Space'M commencing work implies acceptance (1.4.2) is a practical and pragmatic provision designed for dynamic business environments. In fast-paced projects, the formal written acceptance might lag behind the urgent need to initiate work. This clause allows Space'M to begin work promptly, demonstrating responsiveness to client needs, while simultaneously ensuring that a legally binding agreement is in place. It prevents a scenario where Space'M performs work without a clear contractual basis, thereby protecting its right to payment. This formalizes the concept of an "implied contract," which is often observed in commercial dealings.

### 1.5 Deviating Acceptance as New Offer

If the Client's written acceptance deviates from Space'M's offer, this deviating acceptance is considered a new, independent offer originating from the Client. This new offer binds Space'M only after Space'M has accepted it in writing (including via email). This clause directly addresses the "mirror image rule" prevalent in contract law, which dictates that an acceptance must precisely match the offer. Any deviation constitutes a counter-offer. This provision ensures that Space'M retains control over the final terms of the agreement. It is a direct application of the "mirror image rule" or the "last shot" principle in contract formation. This means that if the Client attempts to introduce new terms, Space'M is not automatically bound by them. It prevents the Client from unilaterally altering the terms of the deal by simply adding or changing conditions in their acceptance. Space'M retains the right to review and explicitly agree to any proposed changes, thereby protecting its interests and preventing unintended contractual obligations.

### 1.6 Additional Agreements, Changes, and (Oral) Commitments

All additional agreements, modifications to the offer, or commitments made by Space'M are only binding if and to the extent that they have been expressly confirmed in writing by an authorized representative of Space'M. Oral commitments, telephone communications, or electronic messages do not create obligations, unless they are subsequently confirmed in writing in an appendix or addendum. This is a standard "entire agreement" or "no oral modification" clause, which is vital for preventing disputes arising from informal communications. This clause serves as a critical safeguard against informal agreements or miscommunications potentially undermining the contract. In client relationships, informal discussions (e.g., phone calls, chat messages) frequently lead to perceived agreements. Without this clause, such informal agreements could be legally binding, creating significant uncertainty and potential disputes. This provision mandates that all substantial changes or commitments must be formalized in writing, providing clear evidence of what was agreed upon. It protects Space'M from claims based on unrecorded conversations and encourages adherence to formal communication channels, thereby reducing legal risk and enhancing project governance. It also places the onus on the Client to ensure that any promises are formally documented.

### 1.7 Completeness and Priority

The Agreement, as formally documented in writing, including all appendices and addenda, constitutes the complete and entire agreement between the Parties and supersedes all prior oral and written agreements pertaining to the same subject matter. Should any provision within the Agreement be declared void or voidable, this shall not affect the validity or enforceability of the remaining provisions. In such an event, the Parties shall, through good faith consultation, agree upon a new provision that aligns as closely as possible in meaning and intent with the invalidated provision. This is a standard "entire agreement" and "severability" clause, designed to ensure that the written contract is the sole source of truth and that the contract remains enforceable even if certain parts are invalidated. The "entire agreement" clause (1.7.1) provides absolute clarity that the written contract is the definitive and exhaustive record of the parties' understanding. This prevents a party from introducing prior discussions or drafts to argue for terms different from those explicitly stated in the final contract, thereby enforcing the principle of contractual integration. This significantly reduces the potential for disputes based on pre-contractual negotiations or misunderstandings, ensuring that only the formally agreed-upon terms are enforceable. The severability clause (1.7.2) is crucial for the long-term resilience and enforceability of the agreement. Without this provision, if a single clause were found to be unenforceable (e.g., due to being overly broad or illegal), a court might invalidate the entire contract. This clause ensures that the entire contractual relationship does not collapse due to a defect in a single provision. It allows the core business relationship to continue while providing a clear mechanism to rectify the problematic provision, demonstrating a robust and mature legal framework.

## Article 2 – Agreements

This article further elaborates on the formation and modification of agreements, placing particular emphasis on the Client's role and the potential impact of changes initiated by the Client.

### 2.1 Formation of the Agreement

Subject to the provisions of this article, an Agreement between the Client and Space'M is established only when one of the following conditions has been met:

- a. The Client has accepted or confirmed Space'M's offer in writing (including via email); or  
b. Space'M – subsequent to receiving the Client's written acceptance – has actually commenced the execution of (parts of) the Service.

Should Space'M commence execution prior to receiving the Client's written acceptance, such action is considered unconditional consent to the offer, and the Parties deem the Agreement to have been concluded at the time the work commenced. The near-identical repetition of Article 1.4 in Article 2.1 serves to underscore the critical importance Space'M places on the formal mechanisms of contract formation. This redundancy in legal drafting is often employed for emphasis or to ensure that a fundamental concept is addressed within different logical sections of the document (e.g., "Offers" versus "Agreements"). This highlights that the conditions for contract formation—namely, written acceptance or the commencement of work—are paramount and non-negotiable from Space'M's perspective. It ensures that even if a reader were to overlook Article 1, these fundamental rules would be encountered and reinforced in Article 2.

## 2.2 Deviating Acceptance as New Offer

If the Client's written acceptance deviates from Space'M's offer, this deviating acceptance is considered a new, independent offer originating from the Client. This new offer binds Space'M only after Space'M has accepted it in writing (including via email). This clause mirrors Article 1.5, further reinforcing the "mirror image rule" and Space'M's control over the final contractual terms.

## 2.3 Additional Agreements, Changes, and (Oral) Commitments

All additional agreements, modifications to the Agreement, or commitments made by Space'M are only binding if and to the extent that they have been expressly confirmed in writing by an authorized representative of Space'M. Oral commitments or agreements, as well as communications via channels other than a written confirmation by Space'M (e.g., telephone calls, chat messages, or oral statements), do not create any obligation for Space'M towards the Client unless subsequently confirmed in writing. Space'M reserves the right to adjust, extend, or cancel the originally agreed delivery time or schedule if changes or additional assignments initiated by the Client necessitate such adjustments. Any consequences for the delivery time or schedule will be communicated by Space'M in writing. This section not only reinforces the "no oral modification" rule but also introduces a crucial provision regarding Space'M's right to adjust delivery times due to changes initiated by the Client. Clause 2.3.3, which permits Space'M to adjust delivery times based on client changes, is critical for effective project management in digital service provision. In the context of digital projects, "scope creep" and client-driven modifications are highly prevalent and directly impact project timelines and resource allocation. This clause legally empowers Space'M to manage project timelines realistically. It prevents the Client from demanding adherence to the original schedule while simultaneously introducing new requirements. This directly impacts Space'M's capacity to manage its resources, avoid penalties for delays attributable to the Client, and accurately bill for the extended work (as further detailed in Article 8 concerning Additional Work). This provision effectively shifts the risk of project delays caused by client-initiated changes squarely onto the Client.

## 2.4 Priority and Integrity of the Agreement

The Agreement, as formally documented in writing, including all appendices and confirmations by Space'M, constitutes the complete and entire agreement between the Parties and supersedes all prior oral and written agreements pertaining to the same subject matter. Should any provision within the Agreement be declared void or voidable, this shall not affect the validity or enforceability of the remaining provisions. In such an event, the Parties shall, through good faith consultation, agree upon a new provision that aligns as closely as possible in meaning and intent with the invalidated provision. This is a direct reiteration of Article 1.7, underscoring the fundamental principles of "entire agreement" and "severability."

## Article 3 – Client's Obligations

This article meticulously outlines the responsibilities and duties incumbent upon the Client, which are fundamental for Space'M to execute its services effectively and efficiently.

### 3.1 Provision of Data and Information

The Client is obligated to provide Space'M, in a timely manner and in the form desired by Space'M (whether written, digital, or otherwise), with all data, specifications, designs, technical documentation, information, and other details that Space'M reasonably requires for the correct and timely execution of the Agreement. The Client fully warrants that the provided data—both in technical and substantive terms—are accurate, complete, current, and free from any third-party rights. This constitutes a crucial "cooperation" clause, placing the primary burden on the Client to furnish all necessary inputs. Clause 3.1.2, in which the Client warrants the accuracy and legality of the data provided, functions as a critical mechanism for risk allocation. Space'M's services, such as web development, content creation, and SEO, are heavily reliant on the content, data, and access provided by the client. Errors or legal issues within this client-provided input can directly impact Space'M's output and potentially lead to liability. This clause ensures that Space'M is not held accountable for defects or legal claims (e.g., copyright infringement) that stem from the Client's own faulty or infringing data. It clearly defines the Client's responsibility as the data provider, making them liable for any consequences arising from inaccurate or illegal information, thereby protecting Space'M from downstream liabilities.

### 3.2 Duty of Cooperation and Decision-making

The Client shall provide all cooperation reasonably requested by Space'M in a timely manner, including but not limited to:

- Making contact persons with the necessary authority available;
- Reviewing and approving interim deliveries, proof-of-concepts, or other delivery phases;
- Making decisions and providing feedback within the deadlines stipulated by Space'M. Should the Client fail to make timely decisions or provide timely responses, they shall release Space'M from any consequences related to delay or interruption of the execution. This clause formalizes the Client's active role in the project and directly links their inaction to potential project delays. Clause 3.2.2, which absolves Space'M from the consequences of client delays, is vital for managing project timelines and ensuring accountability. In the context of project management, particularly in iterative development and marketing, client responsiveness (e.g., providing feedback, granting approvals) is a major determinant of project velocity and overall success. Delays on the client's part often create a cascading effect throughout the project. This clause legally shields Space'M from claims of missed deadlines or project overruns when the root cause is the Client's inaction. It enables Space'M to maintain its project schedule or adjust it without incurring penalties, and potentially to charge for delays (as further detailed in Article 5.5 and Article 8.5), thereby ensuring that the Client's lack of cooperation does not result in

financial detriment to Space'M.

### 3.3 Provision of Resources

Should the Client provide equipment, items, goods, software, login details, or other resources (hereinafter: "Resources") to Space'M for the execution of the Agreement, the following conditions shall apply:

- The Client shall ensure the timely, complete, and proper delivery of these Resources.
- The Client guarantees the lawful origin and unrestricted right of use of the Resources (including all necessary licenses and certificates).
- Space'M shall store the Resources with the care expected of a diligent custodian, but shall not be liable for any damage, loss, or destruction thereof, except in cases of intent or deliberate recklessness on the part of Space'M. This clause addresses the provision of physical or digital assets by the Client, detailing respective responsibilities and limiting Space'M's liability. Clause 3.3.1.c, which limits Space'M's liability for client-provided resources to instances of intent or deliberate recklessness, represents a standard limitation of liability provision. This shifts away from strict liability for accidental damage or loss. The term "good custodian" implies the exercise of reasonable care, not an absolute guarantee of preservation. This provision protects Space'M from being held accountable for unforeseen events (e.g., theft, natural disaster, technical failure not attributable to Space'M's gross negligence) affecting client-provided assets. It places the primary risk and responsibility for the integrity and legality of these assets back on the Client, who is typically better positioned to insure or manage them.

### 3.4 Facilities at Client's Location

If the execution of services takes place (partially) at the Client's location, the Client must, free of charge and in a timely manner, provide:

- Suitable workspace and facilities (such as furniture, internet access, power supply);
- Safe and unimpeded access to the buildings, equipment, and networks;
- Compliance with any applicable safety and company regulations. This ensures that Space'M personnel have the necessary working environment when performing services on-site.

### 3.5 Right to Suspend and Terminate

As long as the Client has not, not fully, or not timely fulfilled its obligations under this article, Space'M is entitled to (temporarily) suspend its own obligations under the Agreement, without Space'M thereby being in default or owing any damages. Should the Client, after receiving a written notice of default with a reasonable remedy period, still remain in default, Space'M is entitled to terminate the Agreement wholly or partially, without prejudice to Space'M's right to claim full damages. This provision grants Space'M robust remedies in instances of client non-compliance, directly linking to the Client's obligations. This article provides Space'M with powerful contractual leverage. Non-cooperative or non-compliant clients can severely disrupt project flow and incur uncompensated costs for the service provider. This clause acts as a strong deterrent against client inaction or breach. It permits Space'M to halt work without penalty, preventing further uncompensated effort, and provides a clear pathway to terminate the agreement while preserving the right to claim damages for the Client's breach. This protects Space'M's financial interests and ensures that the Client's failure to uphold their contractual commitments has clear and significant consequences.

### 3.6 Liability for Shortcomings

The Client is liable for all costs, damages, and penalties incurred or to be incurred by Space'M as a result of the Client's failure to, not timely, or not fully comply with the obligations stipulated in this article. Any claims by the Client due to shortcomings by Space'M are, in accordance with Article 9 (Liability), limited to what has been expressly agreed upon in writing within the Agreement. This clause explicitly assigns liability for client breaches and cross-references Space'M's own liability limitations. Clause 3.6.2 explicitly links the Client's potential claims against Space'M to Space'M's liability limitations as defined in Article 9. This represents an effective cross-referencing technique in legal drafting. It ensures that even when the Client asserts a claim, the scope of Space'M's potential liability is consistently governed by the specific limitations set forth in the dedicated liability article, thereby preventing the Client from circumventing those limitations.

## Article 4 – Prices

This article delineates the pricing structure, mechanisms for price adjustments, and conditions governing additional work.

### 4.1 Basis of the Price

Unless expressly agreed otherwise in writing, all prices, rates, and costs applied by Space'M are based on the price list and tariff structure that was in effect at the time the offer was issued or the Agreement was concluded, respectively. All stated amounts are exclusive of Value Added Tax (VAT), other taxes, levies, penalties, and other government charges or surcharges, unless expressly stated otherwise. This establishes the baseline for pricing and clarifies that prices are generally quoted net of applicable taxes.

### 4.2 Cost Estimates and Budgets

Any cost estimate, indicative budget, or projection provided by Space'M is not binding, unless expressly agreed otherwise in writing. The Client cannot derive any rights from the content or scope of an indicative budget; any deviations in actual costs will be processed in accordance with clauses 4.5 and 4.6. This provision protects Space'M from being bound by preliminary estimates, which are a common feature of project-based work. This clause serves to manage client expectations regarding initial cost estimations. In complex digital projects, initial estimates are frequently based on incomplete information and are inherently subject to change as the project evolves. Clients sometimes misinterpret these initial estimates as fixed prices. This clause prevents disputes where a client might assert a fixed price based on an early estimate. It provides Space'M with the necessary flexibility to adjust pricing based on actual effort and unforeseen complexities, ensuring that the Client is aware that the final cost may differ from the initial projection and that clear mechanisms exist for handling such deviations, particularly in the context of additional work.

### 4.3 Periodic Unilateral Price Changes

Space'M reserves the right to unilaterally adjust the agreed (contract) prices and rates once per contract year, unless the parties have agreed otherwise. A proposed annual price adjustment will be communicated to the Client in writing at least thirty (30) calendar days prior to the effective date of the new contract year, specifying:

- The new rate;
- The effective date of the price change;
- The justification for the increase.

If the price increase exceeds fifteen percent (15%) compared to the last valid contract price, the Client is entitled to terminate the Agreement free of charge and in writing

before the effective date of the increase. In the absence of timely termination, silent agreement is deemed to have occurred. This is a standard inflation and cost adjustment clause, commonly found in long-term service contracts. The 15% threshold for client termination represents a key balancing act. This clause effectively balances Space'M's need to adjust for rising operational costs with the Client's need for flexibility. Economic realities dictate that labor costs, software licenses, and general operational expenses typically increase over time. Without such a provision, Space'M's profit margins on long-term contracts would inevitably erode. This clause protects Space'M's profitability by allowing it to pass on increased costs. The 15% threshold for client termination acts as a strategic compromise: it offers clients a "safety valve" against excessive increases, which can aid in client retention by demonstrating a degree of fairness, while still providing Space'M with the necessary financial flexibility to sustain its operations. It is a mechanism designed to ensure the long-term financial viability of the service agreement for Space'M.

**4.4 Price Changes due to Legislation and Regulations or Market Fluctuations**  
Irrespective of foreseeability at the time the Agreement was concluded, Space'M is at all times entitled to pass on changes in supplier costs, (VAT) rates, other tax rates, levies, or legal charges to the Client, effective from the date such changes become legally binding. For other objective cost price changes (such as raw material and labor costs), the following indexing formula shall apply:  $\text{New rate} = \text{current rate} \times (\text{CPI\_new} / \text{CPI\_basis})$ , where "CPI" refers to the Consumer Price Index of the CBS (Statistics Netherlands) and "CPI\_basis" is the index number for the month preceding the date of the original offer. This clause enables Space'M to pass on unavoidable cost increases stemming from external factors, utilizing a clear and objective indexation method. This clause provides critical protection against external, uncontrollable cost increases. Unforeseen changes in taxes, levies, or broader economic inflation (affecting labor or raw material costs) can significantly impact Space'M's cost base, leading to erosion of profitability if these increases cannot be passed on. This provision ensures Space'M's financial viability by allowing it to adjust prices to reflect such external economic realities, even if those changes were unforeseeable at the time the contract was signed. The use of a clear, objective index like the CPI provides a transparent and defensible basis for such adjustments, thereby minimizing potential client disputes.

**4.5 Price Adjustments for Unforeseen Work**  
If, during the execution of the Agreement, it becomes apparent that—due to incomplete, incorrect, or unclear delivery by the Client (such as technical specifications, designs, data files, samples, or equipment)—more work or costs are necessary than could have been reasonably foreseen, these additional efforts will be deemed additional work. In such an event, Space'M will inform the Client as soon as possible in writing, providing at least the following details:

- The nature and scope of the additional work;
- The associated cost estimate;
- The consequences for planning and the delivery term. This provision directly links client-side issues to the necessity for additional work and establishes a clear, structured process for addressing such situations. This clause directly addresses one of the most common causes of project overruns: client-induced changes or deficiencies in the initial information provided. In digital service projects, the quality and completeness of client input are paramount. Poor or incomplete input invariably leads to rework, delays, and increased costs. This clause legally attributes the responsibility for "scope creep" back to the Client when it is caused by their inadequate input. It provides a clear and defensible mechanism for Space'M to charge for the extra effort, ensuring that Space'M is compensated for work performed beyond the original scope due to client-side issues. Furthermore, it encourages the Client to provide accurate and complete information upfront.

**4.6 Billing of Additional Work**  
All changes or additions to the originally agreed work that necessitate additional deployment of resources, hours, or incur additional costs, shall be considered additional work. Such additional work will be billed separately based on the rates applicable at that time and settled via a supplementary invoice accompanied by a detailed specification. This defines precisely what constitutes additional work and outlines the method for its billing.

**4.7 Awareness and Acceptance of Price Changes**  
Space'M will—insofar as practically feasible—inform the Client in advance and in writing about proposed price changes, including their scope and effective date. If the Client does not object in writing within fifteen (15) calendar days of receiving such notification, the Client is deemed to have agreed to the price change. This clause establishes a "silent acceptance" mechanism for price changes, effectively placing the onus on the Client to object if they disagree. This clause streamlines the process for implementing price adjustments. Obtaining explicit written consent for every minor price adjustment can be administratively burdensome and time-consuming. This "opt-out" mechanism simplifies the process for Space'M, allowing price adjustments to be implemented efficiently unless the Client actively objects. It shifts the administrative burden of response to the Client, while still providing them with a clear window to contest the change.

**Article 5 – Payment**  
This article outlines the invoicing procedures, payment terms, and the consequences that arise from late payment.

**5.1 Invoicing and Payment Terms**  
Unless expressly agreed otherwise in writing, monthly fixed fees for the Services shall be based on prior invoicing. Invoices for fixed fees will be sent monthly in advance and must be settled by the Client within fourteen (14) days of the invoice date. All other work—not falling under the fixed monthly fees—will be invoiced monthly in arrears. These invoices, unless expressly agreed otherwise in writing, must also be settled within fourteen (14) days of the invoice date. Payment shall be made in Euros, unless expressly agreed otherwise, via the payment method and to the account number specified by Space'M. This section establishes clear payment deadlines, differentiating between fixed fees (invoiced in advance) and other work (invoiced in arrears).

**5.2 Allocation of Payments**  
Any payment made by the Client shall consistently be applied first to all outstanding interest and collection costs, and subsequently to the due invoices, with the longest outstanding invoices being settled first, irrespective of any payment specifications provided by the Client. This clause dictates how partial payments are allocated, prioritizing Space'M's recovery of costs and the oldest outstanding debts. This clause is specifically designed to optimize Space'M's financial recovery in situations involving partial payments. When a client makes a partial payment, they might attempt to allocate it to the principal amount of a recent invoice, thereby leaving older, interest-accruing debts unpaid. This clause ensures that Space'M recovers its associated costs (interest,

collection fees) and clears the oldest debts first, which are typically the most problematic and accrue the most interest. It prevents the Client from manipulating payment allocation to their advantage, thereby safeguarding Space'M's financial health.

**5.3 Interest on Late Payment**  
If the Client fails to pay within the term specified in Article 5.1, the Client shall, without any further notice of default being required, owe contractual default interest of one percent (1%) per month on the full gross invoice amount from the due date. A portion of a month shall be considered a full month. This establishes a clear, automatic interest penalty for late payments. The automatic accrual of 1% monthly interest without the need for a prior notice of default (ingebrekestelling) serves as a strong financial incentive for timely payment. Under Dutch law, statutory interest typically applies from the due date for commercial transactions, but contractual interest can be set higher. The "without further notice" aspect significantly simplifies enforcement. This clause provides a clear, immediate, and substantial financial disincentive for late payments. It ensures that Space'M is compensated for the opportunity cost and administrative burden associated with pursuing overdue invoices, and it streamlines the legal process for claiming interest by removing the requirement for a formal notice of default.

**5.4 Extrajudicial Collection Costs**  
In the event of non-payment or late payment, the Client shall also owe extrajudicial collection costs, which are set at fifteen percent (15%) of the principal sum due, with a minimum of €350. Space'M reserves the right to charge the actually incurred collection costs if these exceed the fixed compensation. This specifies the costs associated with debt collection efforts undertaken outside of court, providing both a fixed percentage and a minimum threshold. This clause ensures that Space'M can recover the costs directly associated with pursuing unpaid debts. Chasing overdue invoices incurs significant administrative and potential legal costs (e.g., sending reminders, engaging collection agencies, obtaining legal advice). This clause shifts the burden of these collection costs from Space'M to the defaulting Client. The fixed percentage offers predictability, while the right to claim actual higher costs ensures that Space'M is fully indemnified for more extensive collection efforts, thereby providing a further incentive for timely payment.

**5.5 Invoicing in case of Client Delay**  
If the Client delays the execution of the Services due to a failure to meet obligations or insufficient cooperation, Space'M is entitled to:

- Invoice separately for the hours worked, material costs, and other fees incurred up to that moment;
- Invoice a proportional part of the total agreed price, based on the services and work already delivered;
- Invoice at the moment when—had no delay occurred—an invoice would have been due. This provision grants Space'M mechanisms to invoice for work already completed, even if the project is stalled due to client inaction. This clause serves as a crucial financial protection against project stagnation caused by the Client. If a client halts a project due to their own internal issues, Space'M's resources remain tied up, and its cash flow is impacted, even if substantial work has already been completed. This clause ensures that Space'M is compensated for its efforts and resources expended up to the point of delay, preventing financial losses due to client-side holdups. It allows Space'M to maintain its cash flow and disincentivizes clients from indefinitely delaying projects without incurring financial consequences. This provision directly links to the Client's duty of cooperation as outlined in Article 3.2.

**5.6 Advance Payment and Security**  
Without prejudice to the agreed payment conditions, Space'M is at all times entitled to require the Client to make (a part of) the payment in advance or to provide sufficient security (e.g., in the form of a bank guarantee or suretyship) for the fulfillment of its payment obligations. If the Client fails to make advance payment or provide security after such a request, Space'M is entitled to suspend its delivery and other obligations due under the Agreement or to terminate the Agreement wholly or partially with immediate effect, without prejudice to Space'M's right to claim damages and performance. This provision equips Space'M with a strong financial risk management tool, allowing it to demand upfront payment or security, particularly if concerns arise regarding a client's creditworthiness. This clause represents a powerful instrument for Space'M to proactively manage financial risk, especially when engaging with new clients or those who have demonstrated payment issues. Providing services without upfront payment or adequate security exposes Space'M to credit risk, particularly for large projects or with clients whose financial standing is uncertain. This provision allows Space'M to mitigate potential payment risk by demanding financial assurances. It provides a clear legal basis to protect Space'M from potential bad debt before significant resources are expended, thereby ensuring financial stability and reducing exposure to non-paying clients.

**5.7 Dispute and Right of Retention**  
The Client is not entitled to suspend or reduce payments regarding disputed claims, except insofar as Space'M has acknowledged the undisputed principal sum or a court has ordered it. This is a "no set-off" clause, designed to prevent the Client from withholding payment for undisputed amounts based on a dispute over other parts of the invoice or service. This clause is crucial for maintaining Space'M's cash flow during periods of dispute. Clients sometimes withhold full payment, citing minor disputes, as a tactic to gain leverage or delay payment. This provision prevents the Client from unilaterally withholding payment for undisputed portions of an invoice, even if a dispute exists concerning another part of the bill. It ensures that Space'M continues to receive payment for the majority of its services, thereby maintaining cash flow and preventing the Client from using payment withholding as a negotiation tactic.

**Article 6 – Execution of Services**  
This article details the manner in which Space'M will perform its services, including provisions for the engagement of third parties, the use of software, and data management practices.

**6.1 Best Efforts Obligation**  
Space'M will endeavor to perform the Services with due care and professional skill, to the best of its ability, in accordance with the specifications, objectives, procedures, planning, and quality standards agreed upon in writing between the Parties. All time or result estimates, forecasts, or project planning provided by Space'M are indicative in nature. No rights to guaranteed results, commercial effects, or specific outcomes can be derived from such estimates or from a best efforts obligation. This is a fundamental clause for service providers, establishing that Space'M is obligated to exert its best efforts (inspanningsverplichting) rather than guaranteeing specific outcomes (resultaatsverplichting), particularly relevant for digital marketing services where results are influenced by numerous external factors. This "best efforts" clause is paramount for services in digital marketing and development, where outcomes are inherently uncertain.



Search Engine Optimization (SEO), digital marketing, and even aspects of web development (e.g., ensuring universal compatibility across all devices and browsers) involve inherent uncertainties and are subject to numerous external factors (e.g., Google algorithm changes, user behavior, competitor actions). Guaranteeing specific commercial results, such as achieving "top ranking" or a "X% conversion increase," is practically impossible and carries significant risk. This clause legally protects Space'M from claims of breach of contract if desired commercial outcomes (e.g., higher sales, specific search rankings) are not achieved. It clearly communicates to the Client that Space'M's obligation is to diligently perform the activities, not to guarantee results that are beyond its sole control. This represents a crucial strategy for risk allocation, placing the commercial risk associated with market dynamics on the Client, while Space'M remains responsible for professional execution of its services.

#### 6.2 Subcontracting and Third Parties

Space'M is entitled to have (parts of) the execution of the Services performed by one or more third parties (subcontractors) on its behalf. Space'M remains at all times responsible for compliance with the Agreement and the quality of the outsourced work. Insofar as necessary for the execution of the Services, Space'M is authorized to enter into contracts with third parties (e.g., hosting, advertising, or SEO partners). Any invoicing for direct costs (such as advertising budgets) shall, unless agreed otherwise in writing, be done directly by the Client to the relevant third parties. This provision allows Space'M to leverage external expertise while maintaining overall responsibility for the work. It also clarifies the billing arrangements for direct third-party costs. This clause provides Space'M with both operational scalability and clear financial boundaries. Digital agencies frequently rely on a network of specialized professionals (e.g., freelancers, niche agencies) and external platforms (e.g., Google Ads, hosting providers). The direct payment of substantial advertising budgets by the client is a common industry practice. This allows Space'M to scale its operations efficiently by accessing specialized external resources without the necessity of hiring full-time staff for every niche expertise. Furthermore, it ensures financial transparency by making the Client directly responsible for large, variable costs such as advertising budgets, thereby preventing Space'M from having to pre-finance or manage these significant outlays, which reduces its financial risk and administrative burden.

#### 6.3 Use of Third-Party Software and Materials

In the execution of the Services, Space'M may utilize (proprietary or open source) software, platforms, tools, templates, datasets, and other materials provided by third parties. Space'M accepts no liability for the consequences of termination, altered license terms, unavailability, or malfunctions of these resources. Space'M will endeavor to inform the Client promptly in writing as soon as it becomes aware of such changes or terminations. If, as a result, changes to software or tools by third parties lead to additional work or increased costs, Space'M will inform the Client in advance in writing and charge the resulting costs as additional work in accordance with Article 4. This clause acknowledges Space'M's reliance on third-party tools and explicitly limits its liability for their performance, while also allowing for additional charges if the use of these tools necessitates extra work. This clause addresses the inherent dependency on external software and platforms prevalent in digital services. Space'M utilizes third-party tools and explicitly disclaims liability for issues such as their termination or malfunction, though it commits to informing the Client. If changes to these tools necessitate additional work, it will be billed as such. Modern digital marketing and development are heavily reliant on Application Programming Interfaces (APIs), Software-as-a-Service (SaaS) platforms, and other third-party software (e.g., Google Analytics, specialized SEO tools, Customer Relationship Management systems). These components are beyond Space'M's direct control. This clause legally protects Space'M from liabilities arising from the failure or changes of external tools. It explicitly transfers the risk associated with such third-party dependencies to the Client, ensuring that Space'M is not penalized for issues beyond its control. Moreover, it provides a mechanism to recoup costs if these external changes necessitate additional effort from Space'M, thereby ensuring the financial viability of the service despite external volatility.

#### 6.4 Advertising and Paid Services

For advertising budgets, advertising space, and related costs required for search engine marketing or similar paid campaigns, the terms and conditions of the respective advertising service provider (e.g., Google Ads, LinkedIn Ads, Facebook Ads) shall apply. Unless expressly agreed otherwise, such advertising costs must be paid directly by the Client to the relevant provider. Space'M will, if desired, provide support with the administrative processing. This clarifies that the terms of third-party advertising platforms apply and that the Client is generally responsible for direct payment of advertising expenditures.

#### 6.5 Open Source Software

Space'M may utilize Open Source Software in the execution of the Services. All applicable license terms shall apply between the Client and the copyright holder of that software. Space'M is never liable for liability claims, license risks, copyright infringements, or other consequences resulting from the Client's use of Open Source Software, nor for any modification or termination of the licenses by their respective holders. This clause addresses the use of open-source software, shifting liability for its inherent risks to the Client and the original copyright holder. This clause explicitly disclaims Space'M's liability for risks associated with Open Source Software (OSS). Space'M utilizes OSS but is not liable for claims, license risks, or copyright infringements related to the Client's use or any changes to OSS licenses. While beneficial, OSS carries its own set of licensing complexities, potential vulnerabilities, and community-driven changes, all of which are beyond the control of any single service provider. This clause protects Space'M from the legal and technical liabilities inherent in OSS. It clearly communicates that the Client, as the ultimate user of the software, bears the responsibility for understanding and complying with OSS licenses and accepts the associated risks, thereby insulating Space'M from potential legal challenges related to OSS.

#### 6.6 Back-ups and Data Protection

Unless expressly agreed otherwise in writing, the Client is solely responsible for making and maintaining back-ups of its own data, systems, content, and (back-end) configurations. Space'M is not liable for loss, irrecoverable modification, or corrupted files or data due to the Client's negligence or unforeseen events occurring at third parties. This provision places the primary responsibility for data backup squarely on the Client, which is a common practice for service providers to limit their liability for data loss. This clause clearly assigns the critical responsibility for data backup and integrity to the Client. Data is often the Client's most valuable asset. While Space'M may interact with this data, the ultimate responsibility for its preservation typically rests with the data owner. This clause protects Space'M from significant liability claims arising from data loss, which can be catastrophic for a business. It emphasizes the Client's role in data governance and disaster recovery, ensuring that Space'M is not held accountable for issues stemming

from the Client's own lack of backup procedures or external factors beyond Space'M's control.

#### 6.7 Liability for Third-Party Disruptions

Space'M is not liable for damage or defects that wholly or partially result from disruptions, changes, interruptions, or unavailability of third-party facilities, services, or software (such as hosting providers, internet carriers, API providers). Space'M will, however, endeavor to inform the Client as soon as possible about the nature, expected duration, and remedial measures undertaken for such disruptions. This provision limits Space'M's liability for issues caused by external service providers that are beyond its direct control.

#### 6.8 Reporting and Communication

Unless otherwise agreed, Space'M will provide periodic (e.g., monthly or quarterly) progress and production reports, which will include details of executed work, achieved results, planned activities, and any identified bottlenecks or recommendations. The Client must provide timely feedback on these reports and progress controls to ensure that adjustments and optimization of the Services can be effectively implemented. This defines the reporting cadence and the Client's obligation to engage actively with these reports.

#### Article 7 – Development of Works

This article specifically addresses the development of custom works, such as software and websites, including provisions for specifications, testing, and acceptance procedures.

##### 7.1 Specifications and Development Process

If the Agreement provides for the development of custom software, websites, (digital) content, or other creative and technical Works (hereinafter: "Works"), the parties shall jointly and in writing define the functional and technical specifications beforehand, which will serve as the fundamental basis for the development. The description of the Works included in the Agreement (such as scope, functionalities, designs, technical requirements, interfaces, compatibility requirements) shall take precedence in interpreting the performance to be delivered. This emphasizes the critical importance of clear, written specifications for custom development projects. The requirement for joint, written functional and technical specifications (7.1.1) is paramount for any custom development project. Ambiguous or unwritten specifications are a primary cause of project failure, cost overruns, and client dissatisfaction in software development. This clause compels clarity and mutual understanding at the outset, establishing a definitive baseline for what is to be delivered. It significantly reduces the likelihood of disputes arising from differing interpretations of the project scope or desired functionalities, thereby providing a solid foundation for successful project execution and clear grounds for defining "additional work" if the scope subsequently changes.

##### 7.2 Best Efforts Obligation and Compatibility

Space'M performs the development based on a best efforts obligation: it will at least endeavor to realize the Works in accordance with the agreed specifications and generally applicable quality standards. Space'M provides no guarantees regarding compatibility, operation, or performance of the Works in conjunction with all existing, modified, or future web browsers, operating systems, hardware, network environments, plug-ins, or other third-party software and equipment. This reaffirms the "best efforts" principle (as articulated in 6.1) and specifically disclaims guarantees for compatibility within the ever-evolving technological landscape. The disclaimer regarding compatibility (7.2.2) is critically important in the rapidly changing digital environment. Space'M explicitly states it provides no guarantees for compatibility or performance across all existing or future browsers, operating systems, hardware, and other third-party software. The digital ecosystem is in a state of constant evolution, with new browser versions, operating system updates, and device types emerging regularly. Ensuring universal, future-proof compatibility for custom software is practically impossible and often prohibitively expensive. This clause protects Space'M from liability for issues arising from changes in third-party software or hardware environments that occur after the development has been completed. It clearly allocates the risk of future compatibility challenges to the Client, who is ultimately responsible for their own IT environment and future updates, thereby preventing Space'M from being held indefinitely liable for external technological shifts.

##### 7.3 Acceptance Test and Test Phase

Insofar as it is part of the Agreement, Space'M will provide the Client with the opportunity to perform an acceptance test on the Work prior to final delivery. The test period shall be fourteen (14) days from the date of provision ("Test Period"). During the Test Period, the Client is not entitled to put the Work into production or operational use. The Client shall perform a check during the Test Period based on the agreed functional and technical specifications and report any observed shortcomings in writing, specifying their nature, scope, and location ("Test Results"), no later than the last day of the Test Period. If the Client allows the Test Period to expire without timely reporting of shortcomings, the Work is deemed unconditionally accepted. This establishes a formal acceptance testing process, including a defined period and clear consequences for inaction. The detailed acceptance test process, particularly the clauses prohibiting "production use during test" and establishing "deemed acceptance," is crucial for project closure and liability management. Without a formal acceptance process, clients might claim defects long after a project's launch, or commence using the software in production prior to formal sign-off, which can complicate defect resolution and liability. This clause provides a clear, time-bound window for the Client to verify the Work against the agreed specifications. The "no production use" rule prevents the Client from implicitly accepting the Work by using it commercially while simultaneously reserving the right to reject it. The "deemed acceptance" clause provides Space'M with certainty and closure on the project, preventing indefinite testing periods and shifting the burden of timely review and reporting onto the Client. This minimizes post-delivery disputes and clearly defines the point at which Space'M's primary development obligations are fulfilled.

##### 7.4 Rectification of Shortcomings

Space'M will endeavor to remedy the observed shortcomings free of charge within a reasonable period after receiving the Test Results, provided these relate to non-conforming delivery according to the agreed specifications. For rectification work, unless otherwise agreed, no new test period is agreed; rectification falls under the original Test Period. This outlines Space'M's commitment to addressing valid defects identified during the acceptance phase.

##### 7.5 Phased Delivery

If the development takes place in phases, the provisions of Articles 7.3 and 7.4 shall apply mutatis mutandis to each individual phase. The Client may not base an approval or rejection of a later phase on aspects that have already been approved in writing and

irrevocably in earlier phases. This adapts the acceptance process for projects delivered in stages.

#### 7.6 Absence of Acceptance Test

If the parties have not explicitly agreed upon an acceptance test, the Client is obligated to test the Work immediately upon delivery under its own responsibility within fourteen (14) days of the delivery date. The provisions of Article 7.3 (with the exception of the production prohibition) and Article 7.4 shall apply to this testing procedure. This provides a default testing procedure when a formal acceptance test is not explicitly agreed.

#### 7.7 Tacit Acceptance

If the Client does not respond to a delivery or request for approval within the stipulated period, the relevant Work is deemed to have been irrevocably accepted. This reinforces the concept of deemed acceptance for project milestones.

#### 7.8 Conformity and Indemnification

Acceptance by the Client discharges Space'M from its obligation to deliver and make available the Work in conformity with the Agreement. After acceptance, defects that do not reasonably impede operational use shall not constitute grounds for rejection, but shall fall under Space'M's best efforts obligation to remedy such defects within a reasonable period. This clarifies the legal effect of acceptance and distinguishes between defects that prevent operational use and minor defects.

#### Article 8 – Amendment of the Agreement and Additional Work

This article details the process for modifying the agreement and addressing additional work requirements.

##### 8.1 Interim Expansion or Modification

The Client acknowledges that an interim expansion, modification, or additional assignment may impact the originally agreed time schedule, project scope, and fees. All requests for expansion or modification must be submitted by the Client in writing, with a clear description of the desired adjustments and the intended functionalities or results. This clause ensures the Client understands the potential impact of changes on project parameters.

##### 8.2 Definition and Approval of Additional Work

Work or services falling outside the scope defined in the Agreement ("Additional Work") will only be performed after prior written approval:

- By means of an addendum to the Agreement; or
- Via a separate written order confirmation by Space'M.

Without such written confirmation, Space'M is not obligated to perform Additional Work, nor is it bound by original delivery dates or terms for this Additional Work. This clearly defines what constitutes additional work and the strict requirement for its written approval.

##### 8.3 Pricing of Additional Work

Additional Work shall be compensated by the Client based on the daily or hourly rates agreed upon in the Agreement. If no rates have been stipulated, Space'M's then-current customary rates, as listed in the applicable price list, shall apply. For each request for Additional Work, Space'M shall provide the Client with a cost estimate in advance, which shall include at least:

- The nature and scope of the extra work;
- The estimated number of hours or a fixed price;
- The associated delivery term or impact on the planning;
- The effective date and validity period of the estimate. This outlines the pricing methodology for additional work and the requirement for a detailed cost estimate.

##### 8.4 Cost Allocation and Invoicing

Following written approval of the additional work cost estimate, Space'M shall invoice the Additional Work in accordance with the agreed payment conditions (see Article 5). Space'M is entitled to send additional interim invoices or progress reports halfway through the Additional Work, should its scope or complexity warrant such action. This specifies the invoicing process for additional work.

##### 8.5 Effects on Planning and Delivery Terms

Upon approval of Additional Work, Space'M will inform the Client in writing about the revised planning, new milestones, and delivery dates. If the Client, without timely approval of a quoted change or expansion, requests work that leads to delay or reprioritization, Space'M is entitled to cancel the original terms wholly or partially and apply new terms. This clause ensures that project timelines are adjusted to reflect the impact of approved additional work.

##### 8.6 Documentation and Confirmation

All changes, expansions, and additional agreements shall be recorded in a written addendum or order confirmation, signed by duly authorized representatives of the Parties. Oral agreement does not create a binding obligation; a written confirmation by Space'M is required for the change to become effective. This reinforces the importance of formal, written documentation for all contractual modifications.

#### Article 9 – Intellectual Property Rights

This article establishes the ownership and usage rights pertaining to intellectual property developed or provided by Space'M.

##### 9.1 Ownership and Use of Works

All intellectual property rights (including copyrights, database rights, trademarks, designs, know-how, patents, and other intellectual property rights) related to all Works developed, manufactured, or made available by Space'M under the Agreement (such as software, websites, designs, documentation, reports, analyses, models, and templates) shall exclusively vest in Space'M. The Client shall only acquire the usage rights expressly granted in the Agreement, these General Terms and Conditions, or by law. These usage rights are always:

- Non-exclusive;
- Non-transferable;
- Non-pledgeable;
- Non-sublicensable;

unless otherwise agreed upon in writing. This clause clearly asserts Space'M's ownership of all intellectual property rights in the works it creates or provides, granting the Client only limited usage rights. This clause is fundamental for Space'M, as it ensures that all intellectual property rights related to the works it develops or provides remain exclusively with Space'M. The Client obtains only specifically granted usage rights, which are typically non-exclusive, non-transferable, non-pledgeable, and non-sublicensable. This provision is

crucial for Space'M's business model, as it allows Space'M to retain ownership of its core assets, methodologies, and reusable components. This enables Space'M to leverage its intellectual property across multiple clients and projects, ensuring the scalability and long-term value of its proprietary knowledge and tools. Without this clause, Space'M would risk losing control over its valuable intellectual assets with each project.

##### 9.2 Transfer of Intellectual Property

If the parties agree in writing that Space'M shall transfer intellectual property rights of Works specifically developed for the Client (e.g., a custom website, application, or database), such transfer shall only occur if and after the Client has fully settled all claims of Space'M—including any additional work costs. The transfer shall exclusively encompass the agreed rights and shall not affect:

- Space'M's right to reuse or exploit the generic components, algorithms, ideas, methods, protocols, programming languages, and documentation used or developed during the development process;
- Space'M's right to develop similar Works or Works based on the same methodology for itself or third parties. This clause outlines the conditions under which intellectual property rights may be transferred, emphasizing full payment and Space'M's retention of underlying methodologies.

##### 9.3 Limited License and Portfolio Right

Unless otherwise agreed in writing, Space'M grants the Client a non-exclusive, worldwide license to use the Works for the agreed purposes. Space'M reserves the right to display the Work, as an example of its expertise and as part of its portfolio, in its marketing and promotional materials (including websites, case studies, and presentations), unless the Client asserts compelling privacy or confidentiality interests and substantiates these in writing. This grants the Client a broad usage license while preserving Space'M's right to showcase its work.

##### 9.4 Client's Indemnification and Guarantee

The Client guarantees that all materials, texts, images, data, brands, logos, domain names, and other content provided by it to Space'M are free from third-party claims and that the Client possesses all necessary rights thereto. The Client shall fully indemnify Space'M for all claims, costs, damages, and penalties arising from (alleged) infringements of intellectual or industrial property rights of third parties in connection with the content supplied by the Client. This clause places the responsibility for the legality of client-provided content squarely on the Client. This clause ensures that Space'M is protected from legal liabilities arising from the content provided by the Client. Space'M is indemnified against all claims, costs, damages, and penalties resulting from alleged infringements of intellectual or industrial property rights of third parties related to the Client-provided content. This is a crucial risk transfer mechanism. Space'M relies on the Client to provide content that is legally compliant and free from third-party claims. By explicitly indemnifying Space'M, the Client assumes full responsibility for the legality of their content, shielding Space'M from potential legal battles (e.g., copyright infringement lawsuits) and associated financial burdens.

##### 9.5 Infringement Procedure and Suspension

If a third party asserts that the Work delivered by Space'M or used by the Client infringes upon its intellectual property rights, the Client is obligated to inform Space'M thereof immediately in writing and to provide all relevant information and underlying documents. If reasonable doubt exists concerning the legality, Space'M is authorized to suspend its obligations until it has been irrevocably established by judicial decision or binding third-party dispute resolution that no infringement is occurring. If an irrevocable judgment or binding arbitral award leads to the nullification, modification, or withdrawal of (usage) rights, Space'M is entitled to terminate the Agreement without judicial intervention, without prejudice to its right to claim damages. This outlines the procedure and Space'M's rights in case of alleged intellectual property infringement.

##### 9.6 Data Conversion and Backup

Data or system conversion does not fall within the scope of the Agreement, unless expressly agreed otherwise in writing. The Client is solely responsible for making backups of its data and systems; Space'M is not liable for loss, corruption, or irrecoverable modifications to data managed or provided by the Client. This clarifies that data conversion is typically outside the scope and reiterates the Client's responsibility for data backups.

##### 9.7 Right of Retention

Space'M reserves the right of ownership (right of retention) over all Works developed by it and over documents, materials, or carriers made available by it within the framework of the Agreement until the Client has fully settled all due amounts—including interest, costs, and additional work costs. Upon full payment, Space'M shall transfer the relevant carriers and rights in accordance with the delivery conditions specified in the Agreement. This grants Space'M a powerful legal tool to secure payment by retaining control over deliverables until all financial obligations are met.

#### Article 10 – Terms (Deadlines)

This article addresses the nature of deadlines within the agreement, the procedure for managing potential delays, and the consequences of client-induced disruptions.

##### 10.1 Target Deadlines

All terms, milestones, (delivery) dates, and planning overviews stated in the Agreement are exclusively target deadlines and are indicative in nature. Space'M is not liable for exceeding these, unless expressly agreed otherwise in writing. The Parties acknowledge that a target deadline does not imply a strict obligation to achieve a specific result, but rather a best efforts obligation towards timely delivery. This clause sets realistic expectations regarding project timelines, emphasizing that they are goals rather than strict guarantees.

##### 10.2 Notification and Consultation for Impending Exceedance

As soon as Space'M anticipates that a target deadline is likely to be exceeded, Space'M will immediately inform the Client in writing or via email, stating the cause, the expected new delivery date, and the consequences for the project planning. The Parties shall then, in mutual consultation, as soon as possible:

- Analyze the cause of the delay;
- Establish new terms and milestones;
- If necessary, plan additional measures or resources to—within the possibilities—(partially) restore the original planning. This outlines a proactive communication and collaborative problem-solving process for managing delays.

##### 10.3 Phased Delivery and Approval

If work is delivered in phases, Space'M is entitled to suspend the start date of a

subsequent phase until the Client has approved the results of the preceding phase in writing, in accordance with Article 7 (Acceptance Procedure). Failure to approve within the term stipulated in Article 7 shall—without further notice of default—lead to tacit acceptance and continuation of the work. This links the progress of phased projects to client approvals, preventing delays from unapproved preceding stages.

#### 10.4 Start of Services

If the parties have not agreed on a specific commencement moment for the Services, Space'M shall determine the commencement date at its own discretion, taking into account reasonable coordination with planning and resource availability. Space'M will notify the Client in writing at least five (5) working days prior to the planned commencement. This provides a default mechanism for determining the service start date when not explicitly agreed.

#### 10.5 Suspension and No Right to Penalty

In the event of non-timely approval, incomplete delivery, or other shortcomings on the part of the Client that impede progress, Space'M is entitled to temporarily suspend its obligations without incurring liability. The Client cannot derive any penalty, damages, or other sanction from the non- (timely) achievement of target deadlines, except in the case of expressly agreed liquidated damages. This grants Space'M the right to suspend services due to client-induced delays without penalty.

#### 10.6 Concurrence with Force Majeure

Delays resulting from force majeure (as defined in Article 12) shall not be attributable to Space'M and shall not prejudice its right to suspend or extend terms. This links delays caused by external, uncontrollable events to the force majeure clause.

#### Article 11 – Force Majeure

This article defines what constitutes force majeure, outlines its consequences, and clarifies the limitations of Space'M's liability in such circumstances.

##### 11.1 Definition of Force Majeure

Force majeure is understood to mean any circumstance beyond Space'M's sphere of influence that prevents the fulfillment of its obligations under the Agreement or, by standards of reasonableness and fairness, makes it unacceptably difficult. This includes, in addition to what applies under law and jurisprudence, but is not limited to, the following situations:

- a. Epidemics, pandemics, outbreaks of infectious diseases;
- b. Government measures (e.g., import and export prohibitions, quarantine measures, lockdowns, sanctions, or other restrictions);
- c. Natural disasters (such as floods, storms, earthquakes, hurricanes, forest fires);
- d. Fire, explosion, or impact;
- e. Strikes, work stoppages, or other collective labor disputes at transporters, suppliers, or third parties;
- f. Long-term power, gas, water, or internet outages;
- g. Shortcomings or delays on the part of suppliers;
- h. Illness or unavailability of Space'M personnel or its suppliers;
- i. Cyberattacks, DDoS attacks, and other disruptions in (tele)communication networks or IT infrastructure;
- j. Any other (un)foreseeable circumstance for which Space'M bears no risk. This comprehensive definition ensures a broad range of unforeseen and uncontrollable events are covered under force majeure.

##### 11.2 Suspension of Obligations

If the force majeure situation is expected to last less than two (2) months, Space'M is entitled to suspend its obligations for as long as the force majeure continues, without Space'M being deemed in default or liable. Space'M will inform the Client in writing or via email of the existence of the force majeure and—insofar as possible—its expected duration, no later than ten (10) working days after its occurrence. This provides for temporary suspension of services during shorter force majeure events.

##### 11.3 Termination for Long-term Force Majeure

Should the force majeure situation persist for longer than two (2) months or be of a permanent nature, both Parties are entitled to terminate the Agreement wholly or partially in writing with immediate effect, without Space'M being obliged to pay any damages. Termination does not release the Client from the payment obligation for services or performances already rendered up to the moment of termination. This allows for termination of the agreement in cases of prolonged force majeure, while ensuring payment for services already provided.

##### 11.4 Partial Performance and Invoicing

If, at the onset of force majeure, Space'M has already partially fulfilled its obligations or can only partially fulfill them, Space'M is entitled to invoice the already delivered part separately in accordance with the rates and conditions of Article 4. The Client is obliged to pay this invoice as if it were a standalone agreement, regardless of further execution. This ensures Space'M is compensated for work completed before or during a force majeure event.

##### 11.5 No Liability

In the event of force majeure, the Client cannot claim (damage) compensation, penalties, or other compensation from Space'M. Space'M is not obliged to pay any penalty or damage compensation for non-performance or non-timely performance where the cause lies wholly or partly in force majeure. This explicitly states that Space'M is not liable for damages caused by force majeure.

##### 11.6 Force Majeure after Delivery Term

If the force majeure situation occurs after the expiry of the agreed delivery or completion date, and the delay is a result of that force majeure, Space'M can also invoke force majeure in accordance with the provisions in this article. This extends the applicability of the force majeure clause even if the event occurs after a deadline, provided it causes the delay.

#### Article 12 – Complaints

This article outlines the procedures for submitting and handling complaints regarding services, works, and invoices.

##### 12.1 Reporting Complaints about Services and Works

The Client must submit complaints regarding the quality, execution, or results of the delivered Services or completed Works in writing to Space'M within ten (10) calendar days after the date of:

- a. Completion of the relevant Service(s); or

- b. Delivery or provision of the Work.

If the Client discovers a defect only later, the date of discovery shall serve as the commencement date for the complaint period, provided the Client demonstrates that it could not reasonably have discovered the defect earlier. This establishes a strict deadline for reporting service- and work-related complaints.

##### 12.2 Reporting Complaints about Invoices

Complaints pertaining to an invoice (e.g., incorrect specification, amount, or settlement) must be submitted to Space'M in writing within seven (7) calendar days of the invoice date. In case of late submission, any right to dispute the invoice shall lapse, and the invoice shall be deemed irrevocably approved. This sets a short, strict deadline for invoice-related complaints.

##### 12.3 Content and Form of the Complaint

Every written complaint must, at a minimum, contain:

- a. The name and contact details of the Client;
- b. The invoice number or project number, and the date of the relevant Service or delivery;
- c. A clear description of the nature of the complaint;
- d. A detailed motivation and—where applicable—relevant supporting documents or examples.

Complaints that do not meet the above requirements may be returned by Space'M, and the Client may be requested to provide further information. This ensures that complaints are submitted with sufficient detail for proper assessment.

##### 12.4 Handling and Response Time

Space'M will confirm receipt of the complaint in writing to the Client within five (5) working days of receipt, stating the procedure to be followed and an indication of the timeframe within which a substantive response will be provided. Space'M aims to process the complaint within fifteen (15) working days of receipt and communicate a solution or judgment. If this is not possible, Space'M will timely inform the Client of the reason for the delay and the expected additional response time. This sets expectations for Space'M's response time to complaints.

##### 12.5 Consequences of Complaint and Payment

A justified complaint shall, at Space'M's discretion, lead to free rectification work, replacement of the Work, or crediting of (a part of) the invoice. The submission of a complaint does not suspend the Client's payment obligation. The Client must continue to timely pay undisputed portions of invoices. This clarifies that a complaint does not automatically halt payment obligations.

##### 12.6 Forfeiture and Inadmissibility

Complaints that are not submitted timely and in writing in accordance with this article will not be processed, and all claims of the Client related thereto shall lapse. This does not affect Space'M's other rights, including the right to full payment and the right to claim overdue amounts. This emphasizes the strict adherence to complaint procedures and deadlines.

##### 12.7 Escalation and Dispute Resolution

If the Parties fail to reach an agreement after the completion of the complaint procedure, either party may request escalation to a senior project manager or director of Space'M and the Client. Should a dispute persist, the dispute resolution mechanism as stipulated in Article 16 of these General Terms and Conditions shall apply. This outlines the internal escalation path before formal dispute resolution.

#### Article 13 – Termination and Cancellation

This article details the conditions under which the agreement may be suspended or terminated, and the consequences thereof.

##### 13.1 Suspension for Breach of Contract

If the Client fails to, not fully, or not timely fulfill any obligation arising from these General Terms and Conditions or from any other Agreement concluded with Space'M, Space'M has the right to—without any notice of default or judicial intervention being required—suspend its obligations, wholly or partially, for as long as the breach persists. Suspension does not release the Client from its (payment) obligations and does not entail any penalty or damage compensation obligation for Space'M. This grants Space'M immediate recourse to suspend services in case of client breach.

##### 13.2 Termination after Notice of Default

If the Client remains in default after a written notice of default, granting a reasonable period (minimum fourteen days) to still (fully) comply, Space'M is entitled to terminate the Agreement—wholly or partially—without Space'M being obliged to pay any damages. Termination, moreover, does not prejudice Space'M's rights to full damages. This allows for termination after a formal notice and grace period, preserving Space'M's right to damages.

##### 13.3 Consequences of Suspension and Termination

In case of suspension, all already accrued claims of Space'M for (partial) payment remain valid and—insofar as not yet settled—become immediately due upon termination. If, upon termination by the Client or by Space'M, services have already been rendered or work has been performed, these shall not be undone. The Client remains obliged to fully pay the amounts charged for them. This clarifies that Space'M's claims for work performed remain valid and payable upon suspension or termination.

##### 13.4 Immediate Termination without Prior Notice

Space'M may terminate the Agreement with immediate effect and without judicial intervention if any of the following circumstances occur with the Client:

- a. (Application for) bankruptcy, (provisional) suspension of payments, or debt restructuring of the Client occurs;
  - b. The Client wholly or partially transfers, liquidates, dissolves, or ceases its business;
  - c. Attachment (executory or conservatory) is levied on any part of the Client's assets.
- In such cases, the Client is obliged to immediately inform Space'M in writing of the occurrence of the aforementioned circumstances. This provides Space'M with strong, immediate termination rights in critical financial or operational situations of the Client.

##### 13.5 Claim and Security after Termination

All claims of Space'M against the Client are immediately due upon termination, without prejudice to Space'M's right to full damages due to non-performance. Space'M reserves the right to reclaim all delivered goods, software, documentation, and other materials, or to cease their use, after termination, until all due amounts have been fully settled. This reinforces Space'M's right to claim full payment and repossess deliverables upon

termination.

### 13.6 No Liability for Consequential Damages

In the event of suspension, termination, or cancellation, Space'M is not liable for any direct or indirect damages—including consequential damages, lost profits, or outage costs—arising from the suspension, termination, or cancellation of the Agreement. This broadly excludes Space'M's liability for various forms of damages resulting from termination events.

### Article 14 – Cancellation

This article defines cancellation, outlines the notification process, and specifies the cancellation fees and their implications.

#### 14.1 Definition and Notification

Cancellation of the Agreement by the Client shall only occur after the Client has notified Space'M thereof in writing (by registered letter or email). The date of receipt of this notification shall serve as the cancellation date. Cancellation is understood to mean any termination of the Agreement before the agreed commencement date of execution, for any reason whatsoever, that is not attributable to force majeure (Article 11) on the part of Space'M. This clearly defines cancellation and the required notification method.

#### 14.2 Cancellation Fee

If the Client cancels for reasons outside Space'M's sphere of risk, Space'M is entitled to charge a cancellation fee amounting to thirty percent (30%) of the total contract price. If and insofar as the actually incurred and demonstrable costs and damages suffered by Space'M exceed the fee mentioned in clause 14.2.1, Space'M is additionally entitled to full compensation for those additional costs and damages. This establishes a default cancellation fee and allows for claiming higher actual costs if demonstrable.

#### 14.3 Settlement and Payment

The cancellation fee and any additional damages will be invoiced by Space'M within ten (10) days of the cancellation date. The Client must pay the invoice in accordance with the payment conditions stipulated in Article 5. If the Client has already made advance payments or installments, the outstanding cancellation fee will be set off against the amounts already paid. Any credit balances will be refunded within fourteen (14) days after final settlement. This outlines the invoicing and payment process for cancellation fees.

#### 14.4 Impact on Other Obligations

Cancellation does not release the Client from its obligations to compensate for damages and costs already incurred by Space'M before or at the commencement of the Agreement. After cancellation, all claims of Space'M for further delivery of Services shall lapse, but its other rights (such as those arising from Article 13) shall remain in full force. This clarifies that cancellation does not absolve the Client of all prior financial obligations.

#### 14.5 Exceptions and Early Start Terms

If the parties have agreed upon different cancellation conditions in writing beforehand (e.g., lower percentages for timely cancellation), these shall prevail over the provisions in this article. If the Agreement provides for a phased start or planning, a separate cancellation fee shall apply for each phase, calculated pro rata to the remaining scope, unless otherwise agreed in writing. This allows for customized cancellation terms and applies pro-rata fees for phased projects.

#### 14.6 No Liability for Cancellation

Space'M is not liable for any damage—whether direct, indirect, or consequential damage—arising from the cancellation by the Client, except in cases of intent or gross negligence on the part of Space'M. This limits Space'M's liability for damages resulting from client-initiated cancellations.

### Article 15 – Liability

This article defines the scope and limitations of Space'M's liability, emphasizing its best efforts obligation and excluding various types of damages.

#### 15.1 Best Efforts Obligation

Space'M performs all Services based on a best efforts obligation. Space'M never guarantees specific results, revenue increases, or commercial effects, unless expressly agreed upon in writing. This reiterates the fundamental principle that Space'M commits to diligent effort, not guaranteed outcomes.

#### 15.2 Exclusion of Liability

Unless expressly stipulated otherwise, Space'M is not liable towards the Client for:

- a. Indirect damages, including lost profits, missed savings, business interruption, reputational damage, or third-party claims;
- b. Consequential or interruption damages, such as loss of data or loss of income;
- c. Damage to property and/or persons, directly or indirectly caused by the use of delivered Works or Services.

The aforementioned exclusion does not apply if and insofar as there is intent or deliberate recklessness by Space'M, and the Client demonstrates that Space'M is entirely blameless (bears no fault whatsoever). This broadly excludes Space'M's liability for indirect and consequential damages, with a narrow exception for intent or deliberate recklessness.

#### 15.3 Limitation of Direct Liability

Notwithstanding the foregoing, Space'M's liability—on any grounds whatsoever, including tort or breach of contract—is limited to:

- a. The amount the Client has paid to Space'M under the relevant Agreement (excluding VAT) over the twelve (12) months preceding the moment the liability arose; or, if lower,
- b. The amount actually paid out by Space'M's insurer per event, increased by the deductible Space'M itself bears thereon. This sets a clear financial cap on Space'M's direct liability, based on fees paid or insurance payout.

#### 15.4 Cumulation and Sequence of Events

For damage events resulting from a series of related occurrences, this series shall be considered a single event, deemed to have commenced at the time of the first damage-causing event. This prevents multiple claims from a single underlying cause.

#### 15.5 Liability for Published Content

Space'M offers various content through its platform and services, including but not limited to scientific claims, reports, analyses, and advice. Space'M strives for diligence in the compilation and publication of this content, but cannot guarantee its accuracy,

completeness, or timeliness. Space'M is not liable for any damage, direct or indirect, arising from or related to the use of or reliance on published content, such as scientific claims, reports, analyses, or advice. Insofar as legal liability cannot be excluded, this liability is limited to the maximum amount paid out in the relevant case under Space'M's professional or business liability insurance. This limits Space'M's liability for the accuracy or consequences of content it publishes or provides.

#### 15.5 Client's Obligations

The Client is obligated to limit the extent of damage as much as possible (duty to mitigate) and to immediately inform Space'M in writing of any incident that could lead to a claim. If the Client is negligent in taking mitigating measures or in (timely) informing Space'M, the right to damage compensation shall lapse insofar as the damage has increased thereby. This places a duty on the Client to mitigate damages and promptly report incidents.

#### 15.6 Statute of Limitations

All claims by the Client against Space'M—on any grounds whatsoever—shall lapse by the expiry of twelve (12) months after the Client first reported the basis of its claim in writing to Space'M. If the Client fails to report a claim within the term stipulated in clause 15.6.1, all claims arising from the same facts and circumstances shall lapse. This sets a short contractual limitation period for claims against Space'M.

#### 15.7 Other Legal Remedies

Nothing in these General Terms and Conditions limits liability that cannot be excluded or transferred under mandatory law, such as statutory liability for death or personal injury. This acknowledges that certain liabilities cannot be contractually excluded.

### Article 16 – Confidentiality

This article defines confidential information, outlines the obligations of the receiving party, and specifies exceptions and consequences of breach.

#### 16.1 Definition of Confidential Information

“Confidential Information” means all information, in any form or medium, that has been made available by one party (“Disclosing Party”) to the other party (“Receiving Party”) or otherwise obtained, and which the receiving party knows or reasonably ought to know is confidential. This includes, but is not limited to:

- a. Commercial data, business plans, offers, price and tariff structures;
- b. Technical data, specifications, designs, source and object code, documentation, know-how, and methodologies;
- c. Marketing and sales strategies, client and prospect lists, contract terms;
- d. Financial information, KPIs, analyses, and reports;
- e. Personal data and other information protected under privacy legislation. This comprehensive definition ensures a wide range of sensitive information is covered.

#### 16.2 Confidentiality Obligation

The Receiving Party shall use all Confidential Information exclusively for the execution of the Agreement and not for other purposes. The Receiving Party shall keep the Confidential Information strictly confidential, exercising at least the same degree of care as for its own confidential information, but never less than a reasonable degree of care. The Receiving Party shall limit access to the Confidential Information to those employees, subcontractors, or advisors who require such information to perform the Agreement, and shall contractually bind them to the same confidentiality obligations. This establishes clear duties for the use and protection of confidential information.

#### 16.3 Exceptions to the Confidentiality Obligation

The obligation of confidentiality does not apply to information that:

- a. Has become generally known or publicly available otherwise than through an act or omission of the Receiving Party in breach of these General Terms and Conditions;
- b. Was already known to the Receiving Party prior to receiving the Confidential Information, without any obligation of confidentiality;
- c. Was lawfully received from a third party who has not breached a confidentiality obligation towards the Disclosing Party;
- d. Was independently developed by the Receiving Party without using the Confidential Information;
- e. Must be disclosed pursuant to an irrevocable judicial decision, legal obligation, or order from a competent government authority, provided the Receiving Party immediately informs the Disclosing Party in writing and the disclosure remains limited to what is strictly necessary. These exceptions provide necessary carve-outs for information that is not truly confidential or must be disclosed by law.

#### 16.4 Duration of the Confidentiality Obligation

The confidentiality obligation applies during the term of the Agreement and continues for a period of two (2) years after its termination or dissolution, regardless of the reason for termination. This sets a clear duration for the confidentiality obligation, extending beyond the contract term.

#### 16.5 Return or Destruction

Upon first written request of the Disclosing Party, the Receiving Party shall immediately return all media and copies of Confidential Information or—at the Disclosing Party's option—destroy them, with written confirmation of destruction. An exception applies to information that may not be destroyed due to a statutory retention obligation; this information shall then be strictly shielded and retained exclusively for the purpose of the statutory obligation. This ensures the return or destruction of confidential information after the agreement ends.

#### 16.6 Notification of Breach

If the Receiving Party becomes aware of a (suspected) breach of this confidentiality obligation, it shall immediately inform the Disclosing Party thereof in writing and take all reasonable measures to prevent (further) unauthorized dissemination. This mandates prompt notification and mitigation efforts in case of a breach.

#### 16.7 Default and Damages

The Receiving Party acknowledges that any breach of the confidentiality obligation may cause irreparable harm to the Disclosing Party. Without prejudice to the right to full compensation for the damages suffered, the Disclosing Party is entitled to (partially) suspend or terminate this Agreement and, in case of a breach, to claim preliminary injunctions or other urgent legal measures. This highlights the serious consequences of a confidentiality breach.

#### 16.8 Privacy and GDPR

If Confidential Information concerns personal data, the parties must comply with the



General Data Protection Regulation (GDPR) and related privacy legislation during processing. The Receiving Party shall implement appropriate technical and organizational measures to ensure the security of personal data and shall not provide it to third parties other than in accordance with the GDPR. This ensures compliance with data protection laws for personal data.

#### Article 17 – Miscellaneous

This article contains various general provisions governing the agreement.

##### 17.1 Exclusion of Set-off and Suspension by Client

A reliance by the Client on suspension, set-off, or right of retention with regard to Space'M's claims is expressly excluded, unless the parties have agreed otherwise in writing. Space'M reserves the right to suspend its own obligations arising from any claims of the Client—wholly or partially—as long as the Client does not fully comply with all its obligations arising from any existing legal relationship with Space'M. Suspension must be announced by Space'M in writing. This strongly limits the Client's ability to withhold payments.

##### 17.2 Severability and Continuation

If any provision of these General Terms and Conditions is declared null and void, voidable, or inoperative, this shall not affect the validity of the remaining provisions. In such a case, the Parties shall, in good consultation, agree upon a substitute provision that—insofar as possible—approximates the purport and intent of the original provision as closely as possible. This ensures the contract remains largely enforceable even if a specific clause is invalidated.

##### 17.3 Amendment of the General Terms and Conditions

Space'M is authorized to unilaterally amend these General Terms and Conditions. Space'M will inform the Client in writing (including via email) at least thirty (30) days prior to the proposed effective date of the amendments. During the period between notification and the effective date of the amendments, parties may agree in writing that the Agreement shall be continued under the original conditions. If the amendment leads to substantially different obligations or significantly adverse consequences for the Client, the Client has the right to terminate the Agreement free of charge no later than the day preceding the effective date, unless Space'M is willing to continue the Agreement under the original conditions. This allows Space'M to update its terms, with a client opt-out for significant changes.

##### 17.4 Assignment and Third Parties

Space'M is entitled to assign its rights and obligations under the Agreement or these General Terms and Conditions to an affiliated company or a third party. Space'M will timely inform the Client in writing of such an assignment. The Client hereby irrevocably grants its consent to such an assignment and shall provide all reasonably necessary cooperation to make the assignment effective. This permits Space'M to transfer its contractual obligations.

##### 17.5 Communication and Notifications

All notifications, communications, and requests under these General Terms and Conditions must be in writing and may be addressed by post, courier, fax, or email to the last known address or contact details of the other party. Notification by email is deemed to have been received on the date of dispatch, unless the sender receives a non-delivery report. This establishes the formal requirements for all communications.

#### Article 18 – Disputes and Choice of Law

This article specifies the governing law and the procedures for resolving disputes between the parties.

##### 18.1 Applicable Law

All offers, Agreements, and all actions and legal relationships connected therewith or arising therefrom between the Parties are exclusively governed by Dutch law. The Vienna Sales Convention (1980) is expressly excluded. This clearly designates Dutch law as the sole governing legal framework, explicitly excluding international sales conventions.

##### 18.2 Priority of Negotiations and Mediation

The Parties undertake to endeavor in good faith to first resolve disputes arising from or related to the Agreement through mutual consultation. If the Parties fail to informally settle a dispute within thirty (30) calendar days after its emergence, they shall submit the dispute to an accredited mediator in the Netherlands, the costs of which shall initially be borne equally by both Parties. The mediation procedure shall take place in accordance with the Rules of the Dutch Mediators' Association or an equivalent set of rules agreed upon by the Parties. This mandates a multi-step dispute resolution process, prioritizing amicable settlement and mediation before litigation.

##### 18.3 Competent Court

If the Parties do not reach an amicable solution within fifteen (15) working days after the completion of mediation, all disputes shall be definitively and exclusively subject to the jurisdiction of the Dutch court in the Oost-Brabant district. This exclusive choice of forum also applies to interim claims, preliminary injunctions, and enforcement claims. This designates a specific Dutch court as the exclusive venue for unresolved disputes.

##### 18.4 Language and Costs

Proceedings shall be conducted in the Dutch language, unless the Parties expressly agree otherwise. The losing Party shall in any case bear the full legal costs, including court fees, costs for witnesses and experts, and post-judgment costs. If the court decides otherwise, the court's judgment shall apply. This specifies the language of proceedings and the allocation of legal costs.

##### 18.5 Immediate Relief

Notwithstanding the preceding provisions, Space'M reserves the right to initiate summary proceedings without prior consultation or mediation for the purpose of obtaining preliminary relief or securing its rights. This allows Space'M to seek urgent judicial intervention when necessary, bypassing the standard dispute resolution steps.

#### Article 19 – Subscription Duration, Renewal, and Termination

This article details the duration of the agreement, its automatic renewal, and the conditions for termination.

##### 19.1 Initial Duration

The Agreement is entered into for an initial period of six (6) months, unless expressly agreed otherwise in writing. The initial period commences on the date of the effective date stated in the Agreement or, failing that, the date of signature by both Parties. This

sets the standard initial term for agreements.

##### 19.2 Automatic Renewal

Upon expiry of the initial period, the Agreement shall be tacitly and successively renewed for subsequent periods of six (6) months, unless termination has occurred in accordance with Article 19.3. At the time of renewal, all agreed rates, terms, and service scope shall remain fully applicable, unless the Parties agree otherwise in writing prior to the renewal. This establishes automatic renewal, ensuring continuity of services.

##### 19.3 Termination

The Client may terminate the Agreement by submitting a written termination to Space'M, addressed to the administrative department by post or email, no later than one (1) month prior to the end of the current period. Termination periods are strictly applied. Receipt after closing time or after the stipulated date shall be deemed to concern termination for the next subsequent renewal date. Space'M will confirm receipt of the termination in writing within five (5) working days. This defines the client's termination rights and the strict adherence to notice periods.

##### 19.4 Obligations upon Termination

Upon termination, the Client remains obligated to fully pay all amounts due up to and including the termination date, including subscription fees, additional work costs, and any outstanding collection costs. If the Client opts not to renew within the termination period, all future services, support, and updates shall automatically cease as of the next renewal date. This clarifies the Client's continuing financial obligations despite termination.

##### 19.5 Early Termination

Early termination within the initial period is only possible if and insofar as the parties agree upon deviating conditions in writing, which may include a buy-out arrangement or a cancellation fee. Without such a written agreement, the Client remains bound to payment until the end of the initial or extended term. This limits early termination options to mutually agreed terms.

##### 19.6 Revision upon Amendment of General Terms

If Space'M amends the General Terms and Conditions (Article 17.3), the Client may—provided timely written notice is given prior to the effective date of the new terms—terminate its subscription on the eve of the first renewal after the new terms take effect. In the absence of termination, the amended terms shall automatically apply to the (subsequent) renewal. This links the client's termination right to significant changes in the General Terms and Conditions.

#### Article 20 – Content of the Services

This article provides a detailed description of the digital marketing and SEO services offered by Space'M, outlining their scope, planning, and operational approach.

##### 20.1 Description of Services

Space'M offers a broad range of digital marketing and SEO services, including but not limited to:

- Search Engine Optimization (SEO): Encompassing technical optimizations (such as site structure, loading speed, mobile usability), on-page optimization (such as meta-tags, internal linking), and off-page optimization (link building, authority building);
- Content Creation and Optimization: Involving keyword research, editorial work, publication of blog posts, landing pages, and other content forms;
- Campaign Management and Strategy Development: Including the planning, execution, and optimization of Search Engine Advertising (SEA) campaigns (e.g., Google Ads), social media advertisements, and remarketing initiatives;
- Reporting and Performance Analysis: Providing periodic reports with Key Performance Indicator (KPI) measurement, ranking overviews, traffic and conversion analysis, and recommendations for further development;
- Client Consultations and Strategic Advice: Involving regular progress meetings, quarterly reviews, roadmap development, and advice on long-term growth and positioning. This comprehensive list provides a clear overview of Space'M's service offerings.

##### 20.2 Monthly Scope Determination

The concrete activities for each calendar month shall be determined in advance in a monthly plan, in which Space'M, in consultation with the Client, will:

- Define the priority SEO themes and objectives;
- Establish the expected hour budget and deliverables;
- Plan any campaigns or content projects.

This monthly plan serves as guidance for execution and shall be approved in writing (email suffices) by both Parties. This ensures a structured and mutually agreed-upon monthly work plan.

##### 20.3 Prioritization and Reprioritization

During the term of the Agreement, the prioritization of activities may be revised at the Client's request or based on interim insights. Proposals for reprioritization will be submitted to the Client in writing, including their impact on planning, costs, and expected results. Upon written approval, the change shall become effective. This allows for flexibility in project priorities based on evolving needs or insights.

##### 20.4 Scope Changes and Flexibility

Space'M reserves the right to adjust the working method, methodology, or scope of the Services during the term based on:

- New technical or market developments (e.g., algorithm updates);
- Insights gained from data analysis;
- Changing competitive dynamics or client objectives.

Scope or methodology adjustments will be announced in advance in writing, with an explanation of the necessity and the expected additional or reduced work consequences. This grants Space'M the flexibility to adapt its approach to market changes and new information.

##### 20.5 Reports and Communication

Space'M will provide at least monthly a report detailing the progress of agreed KPIs, executed work, achieved results, and recommendations for the next period. In addition to the standard report, Space'M organizes periodic (virtual) progress meetings, addressing both tactical and strategic topics. This defines the regular reporting and communication cadence.

##### 20.6 Documentation and Official Recording

All agreements regarding scope, rates, and planning shall be recorded in a written offer,



project proposal, or addendum to the Agreement. If parts of the Services are documented in another document (e.g., Statement of Work or Service Level Agreement), these document parts shall prevail for their specific subject matter. This ensures that all key agreements are formally documented.

#### 20.7 Cooperation and Accessibility

The Client must timely grant access to relevant systems (e.g., CMS, Analytics, Ad-accounts) and make contact persons available to support efficient execution. Delays in providing access, feedback, or necessary materials may lead to shifts in planning and invoicing in accordance with Article 5. This emphasizes the Client's role in providing necessary access and cooperation.

#### 20.8 Use of Third Parties and Tools

For the execution of the Services, Space'M may utilize licensed providers, paid tools (e.g., SEO platforms, advertising networks), and open-source components. License fees for paid tools may, if agreed upon in writing, be separately charged to the Client. This acknowledges the use of external tools and clarifies potential cost pass-through.

#### 20.9 Data-driven Approach

Space'M bases its advice and optimizations on data analysis, A/B testing, and performance metrics. Where applicable, Space'M uses statistical methods to validate the effectiveness of changes. Results from analyses and tests are shared with the Client and serve as a basis for further optimizations. This highlights Space'M's commitment to a data-driven methodology.

#### 20.10 Independence and Objectivity

Space'M works in the interest of the agreed objectives and guarantees objectivity in analyses and advice, without financial interests in third parties. Any commercial collaborations or partnerships with third parties will be discussed transparently in advance and do not hinder unbiased recommendations. This assures the Client of Space'M's objective and independent advice.

#### Article 21 – Results and External Influences

This article clarifies that Space'M operates on a best efforts basis, does not guarantee specific results, and outlines the impact of external factors beyond its control.

##### 21.1 Best Efforts Obligation and No Result Guarantee

Space'M performs all agreed work based on a best efforts obligation. The Parties expressly agree that Space'M provides no guarantees regarding:

- a. Specific search engine positions or ranking improvements;
- b. Increase in website traffic, conversion rates, or revenue;
- c. Achieved KPIs or other measurable results.

The Client acknowledges that forecasts, estimates, or targets are expressly indicative and do not lead to any claim in case of non-realization. This explicitly states that Space'M does not guarantee specific commercial outcomes in digital marketing.

##### 21.2 External Factors and Risk Changes

The Client acknowledges that the effectiveness of SEO and marketing measures is partly determined by factors beyond Space'M's control, including, but not limited to:

- a. Changes in search engine algorithms (e.g., Google Core Updates);
- b. Manual actions, penalties, or suppressions imposed by search engines or other platforms;
- c. Unforeseen technical disruptions, downtime, or migrations in the Client's IT environment;
- d. Changes in user search behavior or search intent;
- e. Market conditions, seasonal effects, and economic or political events;
- f. Activities, campaigns, or strategies of competitors;
- g. Changes in privacy regulations, cookie legislation, or advertising frameworks. This comprehensive list details the external factors that can influence service outcomes.

##### 21.3 Disclaimer and Exclusion of Liability

Space'M is not liable for losses, costs, or damages arising from the aforementioned external factors, nor for any indirect or consequential damages (such as lost profits, reputational damage, or business interruption). If an external change leads to additional work (e.g., recovery after a penalty, technical re-optimization), these activities will be considered additional work and invoiced in accordance with Article 8 (Additional Work). This broadly excludes Space'M's liability for impacts caused by external factors and allows for additional billing if remedial work is required.

##### 21.4 Reporting of External Influences

Space'M will, during its (monthly or quarterly) reporting, explicitly address:

- a. Known and relevant algorithm changes or manual actions;
- b. Technical issues affecting the Client's website;
- c. Market signals and competitor movements that influence performance.

Based on these reports, Space'M may, in consultation with the Client, propose adjustments or additional measures. This ensures transparency regarding external factors impacting performance.

##### 21.5 Cooperation in External Events

The Client will immediately inform Space'M about:

- a. All communications or notifications from search engines (e.g., Search Console warnings);
- b. Planned major technical changes, migrations, or redesigns of the website;
- c. Important strategic marketing activities or repositioning plans.

Timely provision of information enables Space'M to adequately address external influences and proactively adapt its services. This emphasizes the Client's duty to inform Space'M of relevant external events.

#### Article 22 – Suspension for Payment Arrears

This article details Space'M's right to suspend services due to the Client's payment arrears and the consequences thereof.

##### 22.1 Basis for Suspension

If the Client fails to, not fully, or not timely fulfill its payment obligations under the Agreement, Space'M is entitled to suspend its obligations under the Agreement (wholly or partially). Suspension may apply to all ongoing Services, including advisory work, campaign execution, content creation, analyses, and support activities. This provides a clear legal basis for Space'M to suspend services due to non-payment.

##### 22.2 Notification and Effective Date

Space'M will provide the Client with a written or email notice of default prior to

suspension, granting a period of ten (10) working days to fully comply with its payment obligations. If the Client has not made full payment after the expiry of this remedy period, the suspension shall automatically take effect on the day following the expiry of the period, without any further notice of default being required. This establishes a formal notification process and an automatic trigger for suspension.

##### 22.3 Consequences for Planning and Execution

During the suspension, Space'M shall halt all (planned) activities and reserves the right to postpone already scheduled calls, campaigns, or delivery moments. The rescheduling of the suspended activities will take place in mutual consultation and is dependent on the availability of personnel and resources at Space'M. This clarifies that all work ceases during suspension and rescheduling is subject to Space'M's availability.

##### 22.4 No Right to Compensation

The Client cannot claim any form of compensation, damages, or discount for the period of suspension. The Client remains obligated to pay all outstanding invoices and all amounts that become due during the suspension period in the future. This ensures that the Client remains financially liable during the suspension period.

##### 22.5 Termination for Structural Arrears

If the Client, after multiple notices of default and suspensions, continues to cause chronic payment arrears, Space'M is entitled to terminate the Agreement wholly or partially with immediate effect, without any further notice of default being required. In case of termination, all claims of Space'M, including interest, costs, and additional work costs, shall be immediately and fully due and payable. This provides a mechanism for Space'M to terminate the agreement for persistent non-payment.

##### 22.6 Resumption of Services

Upon full settlement of all outstanding payments, including default interest and extrajudicial costs in accordance with Article 5, Space'M will resume activities within a reasonable period, as determined in consultation with the Client. This outlines the conditions for resuming services after payment arrears are cleared.

#### Article 23 – Use of External Services and Linkbuilding

This article addresses Space'M's use of external services, particularly in relation to link building, and outlines associated responsibilities and limitations.

##### 23.1 Engagement of External Suppliers

For the execution of SEO activities, Space'M may utilize (paid) platforms, tools, and third-party suppliers, including but not limited to link-building networks, advertising and content distribution platforms, analysis services, and research databases. Space'M selects reputable and reliable suppliers for external parties, but reserves the right to change parties in consultation or at its own discretion. This allows Space'M to leverage external expertise for SEO activities while maintaining control over supplier selection.

##### 23.2 Best Efforts in Linkbuilding

Space'M will endeavor to obtain qualitative, relevant, and thematically appropriate backlinks, in accordance with the applicable guidelines of search engines (such as the Google Webmaster Guidelines). Space'M aims to place links only on sites with sufficient authority and traffic, where the content aligns with the Client's profile and objectives. This outlines Space'M's commitment to best practices in link building.

##### 23.3 No Guarantee on Placement or Performance

Space'M provides no guarantees regarding:

- a. Actual placement of links by external parties;
- b. The permanent availability, immutability, or indexing of placed links;
- c. The ranking or traffic impact of the obtained backlinks;
- d. The absence of risks (such as manual filtering or algorithmic penalizing) by search engines.

External parties retain the freedom to modify, remove links, or terminate cooperation at any time, without Space'M or the Client being able to make a claim against them. This explicitly states that Space'M cannot guarantee specific outcomes or permanence for link building efforts due to external factors.

##### 23.4 Risks and Exclusion of Liability

Space'M is not liable for:

- a. Changes in policies or guidelines of external platforms;
- b. Unforeseen technical disruptions, maintenance, or outages of third-party systems;
- c. (Temporary) inaccessibility or removal of placed content or links;
- d. Any sanctions, suppressions, or manual actions by search engines resulting from third-party link-building activities.

If search engines or other platforms take measures against (a part of) the link profiles, Space'M will inform the Client thereof as soon as possible and—if agreed upon in writing as additional work—advise on recovery or alternative strategies. This broadly excludes Space'M's liability for risks associated with external link building and search engine actions.

##### 23.5 Costs and Pass-through

Any costs arising from the use of paid external services (such as link acquisition, advertising placements, paid tools, or research subscriptions) will be charged by Space'M to the Client, unless otherwise agreed in writing. The charging will be based on the actual costs incurred, with accompanying specification on the invoice. For pre-financing by Space'M, the Client will be informed in advance about the required budgets. This clarifies that costs for external services are generally passed through to the Client.

##### 23.6 Transparency and Reporting

Space'M provides the Client with insight into the execution of external services through monthly or quarterly reports, which include, among other things:

- a. The number and nature of links placed;
- b. Mention of platforms used and costs per platform;
- c. Any rejections or removals by external parties;
- d. Recommendations for follow-up actions.

Upon the Client's request, Space'M can provide additional documentation or advice regarding the selection criteria of external parties and the quality standards applied. This ensures transparency and reporting on external service utilization.

##### 23.7 Cooperation and Access

The Client is responsible for timely access to necessary accounts, portals, or portal licenses of external platforms, if these fall under its management. Delays in making access rights available may lead to shifts in planning and invoicing in accordance with Article 5. This emphasizes the Client's responsibility to provide necessary access for

external services.

#### Article 24 – Complaints and Rectification

This article outlines the specific procedures for reporting complaints related to the execution of services and works, and the subsequent rectification process.

##### 24.1 Reporting of Complaints

Complaints regarding the execution of the Services or the delivered Works must be made known by the Client in writing (by post or email):

- Within fourteen (14) calendar days after discovery of the defect; or
- No later than fourteen (14) calendar days after the date of (re)delivery.

Every complaint must contain at least:

- The name and contact details of the Client;
- The date of execution or delivery;
- A clear description of the observed defect or error;
- Relevant supporting documents, screenshots, or log files. This establishes strict deadlines and content requirements for service-related complaints.

##### 24.2 Receipt Confirmation and Response Time

Space'M will confirm receipt of the complaint in writing or via email within five (5) working days of receipt. Within ten (10) working days of receiving the complaint, Space'M will send a substantive response, stating at least:

- Whether the complaint is deemed justified or not;
- A plan of action with an indication of the rectification period;
- Contact person and relevant next steps. This sets clear expectations for Space'M's response to complaints.

##### 24.3 Rectification of Justified Complaints

If Space'M declares the complaint justified, it will endeavor to remedy the defect or error free of charge within a reasonable period—but no later than twenty (20) working days after the declaration of justification—unless otherwise agreed in writing. If more time or adjusted resources are needed for rectification, Space'M will timely inform the Client in writing of the new planning and any potential impact on other activities. This commits Space'M to free rectification for justified complaints within a specified timeframe.

##### 24.4 Exclusions and Additional Work

Space'M does not guarantee free rectification if the defect is a result of:

- Use that deviates from the agreed specifications;
  - Changes made by the Client or third parties without Space'M's prior written consent;
  - Errors in content, software, or systems provided by the Client;
  - (Cyber)attacks, viruses, malware, or other external causes beyond Space'M's control.
- Rectification work that qualifies as additional work (see Article 8) will be charged at the usual rates or based on a cost estimate provided in advance. This outlines specific scenarios where free rectification is not guaranteed, and additional work may be charged.

##### 24.5 No Suspension of Payment Obligation

The submission of a complaint does not suspend the Client's payment obligation, unless Space'M has expressly confirmed otherwise in writing. The Client must continue to fulfill payment obligations in accordance with Article 5, insofar as the invoice is not disputable. This reiterates that a complaint does not automatically halt payment obligations.

##### 24.6 Escalation and Disputes

If the parties do not reach an agreement on the rectification process within fifteen (15) working days after the complaint has been declared justified, either party may submit the complaint to a senior project manager of Space'M for escalation. If escalation fails, the Client may submit the dispute in accordance with the dispute resolution procedure in Article 18. This outlines the escalation path for unresolved complaints.

##### 24.7 Forfeiture of Complaint Right

Complaints that do not comply with the notification and deadline requirements as stipulated in clause 24.1, or that are not properly motivated, will not be processed, and all claims of the Client related thereto shall lapse. This emphasizes the strict adherence to complaint procedures.

#### Article 25 – Privacy and Data Protection

This article details the roles and responsibilities of Space'M and the Client regarding the processing of personal data, in compliance with the General Data Protection Regulation (GDPR).

##### 25.1 Definitions

In this article, the following terms shall mean:

- "Personal Data": Any information relating to an identified or identifiable natural person that is made available by or on behalf of the Client to Space'M or collected by Space'M in the context of the execution of the Agreement;
- "Processing": Any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, storage, consultation, use, disclosure, combination, pseudonymization, anonymization, securing, or destruction;
- "Controller": The party that determines the purposes and means of the Processing of Personal Data;
- "Processor": The party that processes Personal Data on behalf of the Controller;
- "Data Breach": A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed. These definitions establish the key terms for data protection compliance.

##### 25.2 Controller and Processor Roles

The Client is the Controller for its own Personal Data in the Client–Space'M relationship. Space'M acts as Processor for the Personal Data that the Client provides or that Space'M processes on the Client's behalf. Insofar as Space'M processes data of prospects, leads, or other contact persons in its own right (e.g., for acquisition purposes), Space'M itself shall be considered the Controller. This clearly delineates the roles of Controller and Processor between the parties.

##### 25.3 Purposes of the Processing

Space'M processes Personal Data exclusively for the following purposes, which have been made known to the Client in advance:

- Execution and management of the Agreement (e.g., contact management, invoicing, reporting);
- Provision of support and account management;
- Improvement of service delivery and analyses;
- Compliance with legal obligations (e.g., tax retention obligations).

For processing for other purposes (e.g., marketing, prospecting), Space'M shall request explicit written consent in advance. This specifies the legitimate purposes for which Space'M processes personal data.

##### 25.4 Legal Bases

Processing is based on one or more of the following legal bases from the GDPR:

- Necessity for the performance of the Agreement (Art. 6(1)(b) GDPR);
- Compliance with legal obligations (Art. 6(1)(c) GDPR);
- Consent of the data subject where required (Art. 6(1)(a) GDPR). This outlines the legal grounds for data processing.

##### 25.5 Security of Personal Data

Space'M has implemented appropriate technical and organizational measures to protect Personal Data against loss, unlawful Processing, and unauthorized access, such as:

- Encryption of data at rest and during transit;
- Access security (passwords, two-factor authentication);
- Physical security of data centers;
- Periodic backups and recovery procedures;
- Log and audit recording of system activities.

Space'M evaluates and updates these measures at least annually or when circumstances change. This demonstrates Space'M's commitment to data security.

##### 25.6 Sub-Processors

Space'M may engage sub-processors for specific Processing tasks, provided that:

- The sub-processor is contractually bound to at least the same conditions as these General Terms and Conditions;
- The Client is informed in advance (via register or notification) of the proposed engagement and given the opportunity to object;
- Space'M guarantees compliance by the sub-processor. This allows Space'M to use sub-processors under strict conditions.

##### 25.7 Data Breaches and Incident Management

In the event of a Data Breach, Space'M will inform the Client immediately, but no later than 72 hours after discovery, with a description of the nature of the breach, the actual and potential risks, and the measures taken and planned to remedy the breach. Space'M supports the Client in the statutory notification of the Data Breach to the Dutch Data Protection Authority and the data subjects, if the Client is obliged to do so. This outlines the protocol for handling data breaches.

##### 25.8 Rights of Data Subjects

Space'M enables the Client to respond timely and adequately to requests from data subjects to exercise their rights (access, rectification, erasure, data portability, restriction, objection). Requests from data subjects will be handled by Space'M, in consultation with and under instruction from the Client, within the statutory deadlines. This ensures support for data subject rights.

##### 25.9 Retention Periods

Personal Data will not be retained longer than necessary for the purposes for which it was collected or as long as the Client, as Controller, requires the data for compliance (e.g., tax retention periods). After the expiry of the retention period, Personal Data will be immediately and securely deleted or anonymized. This specifies the data retention policy.

##### 25.10 International Data Transfer

Transfer of Personal Data outside the European Economic Area (EEA) shall only take place based on an adequacy decision, standard contractual clauses, or other mechanisms permitted by the GDPR. The Client will be informed in advance of any proposed international transfer and may object with valid reasons. This ensures compliance with international data transfer rules.

##### 25.11 Audits and Control

Upon the Client's request, Space'M will provide relevant information and documents regarding the Processing to demonstrate compliance with the obligations under the GDPR and these General Terms and Conditions. If the Client wishes to conduct an audit or inspection, this will take place in consultation and within reasonable limits, taking into account Space'M's confidentiality and business interests. This provides for client audit rights under specific conditions.

##### 25.12 Privacy Statement

For further information regarding the processing of personal data by Space'M and the rights of data subjects, reference is made to Space'M's Privacy Statement, available at: <https://www.spaceonline.com/privacy>. This directs clients to the external privacy policy for more details.

#### Conclusions

The General Terms and Conditions of Space'M Online B.V. establish a robust and comprehensive legal framework designed to govern its business relationships with corporate clients. The meticulous drafting of these terms reflects a strategic approach to risk management, operational efficiency, and clear communication within the dynamic digital services sector.

A central theme throughout the document is the precise allocation of responsibilities and risks between Space'M and its Clients. By explicitly defining Space'M's commitment as a "best efforts obligation" rather than a guarantee of specific commercial outcomes (Article 6.1, 15.1, 21.1), the terms effectively manage client expectations in an industry where results are influenced by numerous external factors, such as evolving search engine algorithms and market dynamics (Article 21.2). This approach protects Space'M from liability for factors beyond its control, ensuring its financial stability despite the inherent uncertainties of digital marketing and development.

Furthermore, the terms demonstrate a strong emphasis on formalizing agreements and changes. Clauses requiring written acceptance for contract formation (Article 1.4, 2.1) and explicit written confirmation for any modifications or additional work (Article 1.6, 2.3, 8.2, 8.6) are critical for preventing disputes arising from informal communications or scope creep. The provisions for "deemed acceptance" (Article 7.3, 7.7) and "silent agreement" for price changes (Article 4.7) streamline operational processes by placing the onus on the Client for timely review and objection, thereby reducing administrative burdens for Space'M.

Financial protection for Space'M is meticulously woven throughout the document. Provisions for automatic interest on late payments (Article 5.3), extrajudicial collection costs (Article 5.4), and the ability to invoice for work completed in cases of client-induced

delays (Article 5.5) ensure that Space'M is compensated for its efforts and the financial impact of non-compliance. The right to demand advance payment or security (Article 5.6) provides a proactive mechanism for credit risk management. Moreover, the strong "no set-off" clause (Article 5.7) ensures that Space'M's cash flow is maintained even during disputes over other aspects of the service.

Intellectual property rights are clearly defined, with Space'M retaining ownership of its developed Works and methodologies (Article 9.1, 9.2), while granting the Client specific usage licenses. The Client's responsibility for the legality of its provided content and its obligation to indemnify Space'M against third-party IP claims (Article 9.4) further protect Space'M from potential legal liabilities.

Finally, the comprehensive provisions for data protection under GDPR (Article 25) underscore Space'M's commitment to legal compliance and data security, outlining roles, purposes, security measures, and incident management protocols. The multi-tiered dispute resolution process, prioritizing negotiation and mediation before litigation (Article 18), aims to facilitate amicable resolutions while retaining Space'M's right to seek immediate judicial relief when necessary.

In essence, these General Terms and Conditions are a sophisticated legal instrument that balances commercial flexibility with robust risk mitigation, providing clear guidelines for the business relationship and ensuring Space'M's operational and financial integrity within the digital services landscape.