

Terms and *conditions* 2026

English translation, draft. This translation has not yet been legally reviewed. The Dutch version of these terms and conditions is the original and prevails in the event of any difference in content or interpretation.

These terms and conditions apply to all legal relationships between Vivimus and its clients acting in the course of a profession or business. By placing an order, the client accepts these terms and conditions in full and without reservation.

Part A, general terms and conditions

Article 1, Applicability

1.1 These terms and conditions apply to all quotations, agreements and other legal relationships.

1.2 The general terms and conditions of the client are expressly rejected.

1.3 Deviations are only valid if confirmed in writing by Vivimus.

Article 2, Formation of the agreement and payment

2.1 Quotations are without obligation unless stated otherwise.

2.2 For design projects, a retainer of one third of the agreed amount is due before work starts.

2.3 Invoices must be paid within 14 days, without suspension or set-off.

2.4 If payment is not made on time, the client is in default by operation of law, without notice of default being required.

2.5 Statutory commercial interest and all collection costs are payable.

Article 3, Suspension and termination

3.1 Vivimus is entitled to suspend work with immediate effect in the event of non-payment.

3.2 Vivimus may terminate (dissolve) the agreement in whole or in part if the client is in default.

3.3 Amounts already paid, including retainers, will not be refunded.

3.4 Vivimus is entitled to invoice in instalments if a project overruns.

Article 4, Additional work and additional costs

- 4.1 Work outside the agreed scope is considered additional work.
- 4.2 Extra revision rounds are invoiced on the basis of the hours actually spent.
- 4.3 Costs of fonts, licences, stock material and third parties are passed on in full.

Article 5, Intellectual property rights

- 5.1 All intellectual property rights remain with Vivimus.
- 5.2 Use is only permitted after payment in full.
- 5.3 The right of use is limited to the agreed purpose, medium, territory and duration.
- 5.4 Vivimus retains the right to use the work it has produced for promotional purposes.

Article 6, Liability

- 6.1 Liability is limited to the amount paid out under the insurance.
- 6.2 If no payment is made under the insurance, liability is limited to the invoice amount.
- 6.3 Liability for indirect damage, consequential damage, loss of revenue or reputational damage is excluded.
- 6.4 Any legal claim lapses 12 months after delivery.

Article 7, Indemnification and responsibility of the client

- 7.1 The client indemnifies Vivimus against claims by third parties arising from material supplied by the client.
- 7.2 The client is responsible for the final check and approval before publication.
- 7.3 Where personal data is processed, the client remains responsible for the lawful basis of that processing.

Article 8, Force majeure

- 8.1 Force majeure means any circumstance beyond the control of Vivimus.
- 8.2 In the event of force majeure, Vivimus may suspend or terminate its obligations without being liable for damages.

Article 9, Governing law and choice of forum

9.1 All legal relationships are governed exclusively by Dutch law.

9.2 Disputes will be submitted exclusively to the competent court in the district in which Vivimus is established.

Part B, service level agreement (SLA)**Article 10, Nature of the services**

10.1 Vivimus undertakes a best-efforts obligation and gives no guarantee of results.

10.2 Unused effort or capacity expires at the end of the agreed period.

Article 11, Planning and external factors

11.1 Delivery dates are indicative and are not strict deadlines.

11.2 Vivimus is not liable for the consequences of changes to algorithms, platform terms or external systems.

11.3 Vivimus independently determines the prioritisation of the work.

Article 12, Termination

12.1 Notice periods are laid down in the agreement.

12.2 Termination does not affect payment obligations.