



General Terms and Conditions

Contractor: Creativesolvers, registered at the Chamber of Commerce under registration number 54845874. Hereinafter referred to as CreativeSolvers.

Client: Every natural or legal person with whom CreativeSolvers concludes an agreement or negotiates the conclusion thereof or to whom CreativeSolvers makes an offer.

Quotations, agreement, and confirmation

1. General

These conditions apply to all offers, contracts, and services between the client and CreativeSolvers unless otherwise agreed. The conditions, at the conclusion of the agreement, are known to both parties.

2. Quotations

Quotations are free of obligation unless otherwise agreed. When original contents of the assignment given by client changes, the quotation may be changed in accordance with the adjusted content. CreativeSolvers is not tied to the price of the engagement when it appears that the client requires more work than agreed. There is no obligation to deliver any part of the assignment against a corresponding part of the entire price. Third-party

fees are charged directly; this also applies to price changes from third-parties. The offer is valid for thirty days after the draw unless otherwise agreed.

3. Confirmation of assignments

Assignments must be confirmed in writing by the client. If the client fails to do so but consents orally or in writing that CreativeSolvers should commence the work commissioned, the terms of the quotation and the general conditions will apply as agreed.

4. Multiple designers

When the client outsources the same job to multiple designers or design agencies, he must inform CreativeSolvers thereof and indicate who is involved. CreativeSolvers offers professional craftsmanship at its best ability and insight, but may in agreement with the client use third parties to complete the assignment. CreativeSolvers is not responsible for any defects caused by the involvement of these third parties.

The implementation of the agreement

5. Provision of information

The client is committed to a timely delivery of necessary, complete, sound and clear information or materials. The delivery of incomplete, faulty and or unclear information or material remains at the risk of the client.

6. Confidential Information

The client and CreativeSolvers, when entering into the agreement, commit themselves to treat all information as confidential.

7. Modifications in the assignment

Modifications related to the contract must be made explicit to CreativeSolvers by the client in writing and in a timely manner. If this is done orally, the risk for the implementation of these modifications is on behalf of the client.

8. The use of third-party services and products

The use of products or services of third parties relating to the contract is at the expense and risk of the client. CreativeSolvers can act as an intermediary for an agreed fee. When the payment of third parties is arranged through CreativeSolvers, CreativeSolvers has entitled to request the client an advance on costs.

9. Publication and reproduction

Both CreativeSolvers and the client should give each other the opportunity to audit the latest concepts, designs, models, prototypes, websites, documents or sample designs and approve these, before proceeding to publication or reproduction.

10. Project deadlines and delivery

The deadlines agreed between the client and CreativeSolvers are indicative and not to be regarded as final dates, unless agreed otherwise in writing. When modifications to the original agreement are made, the agreed delivery time can be exceeded.

11. Iterative Projects

In some cases, the client may require CreativeSolvers to be associated with a project over a longer term and contributes chronically to a project. If the client involves CreativeSolvers in an iterative project, CreativeSolvers reserves the right to bill the monthly costs and hours for the project.

12. Obligation of Effort

The basis of the agreement with respect to a contract or agreement is based upon an obligation of effort unless expressly agreed in the contract that the required effort exceeds this obligation. If the client requires an unreasonable effort with respect to the agreed assignment, CreativeSolvers has the right to charge a new quotation for this and to come to a supplementary agreement.

13. Hosting and Management

The contract for the hosting and management of CreativeSolvers should be entered for the minimum period of one year, taking into account the notice period of two months. The termination of hosting and management must be in writing and can be requested at any time during the current period. If the notice takes place within the agreed period, there is no possibility of receiving compensation for the remaining months.

CreativeSolvers reserves the right to utilize services of third parties for its hosting and management services. CreativeSolvers does not guarantee a certain percentage of uptime but is committed to getting this percentage as high as possible and above a reasonable percentage.

The constraints for the hosting and management services are based on average usage, also designated as fair-use. If a website is deviating from the average use, CreativeSolvers reserves the right to deny hosting or conclude an agreement in line with the actual usage of the website.

CreativeSolvers reserves the right to temporarily disable certain functionalities of the website used for the benefit of the management of the specific website. If a client, by improper use of applications, extensions or software, does harm a site under the management of CreativeSolvers, CreativeSolvers is not responsible for the actual damage or the repairing of the damage. If desired, CreativeSolvers may enter into a new agreement in which it helps to repair this damage.

If a client by improper use of applications, extensions and or software continuously harms the website and/or the safety of the services provided by CreativeSolvers,

CreativeSolvers has the right to suspend the agreement directly and refer the client to another party.

CreativeSolvers can register domains for the client if required. The ownership of any of the domains will belong to CreativeSolvers if the ownership of any of these domains has not been agreed. CreativeSolvers is not liable for any damage due to any unspecified agreed property.

14. Search Engine Optimization

CreativeSolvers will take all effort to improve the searchability and discoverability of the website of the client in search engines, but can not guarantee the outcome.

If CreativeSolvers require access to any account for the benefit of the searchability of the client, the client indemnifies CreativeSolvers to create these accounts or to grant access to the relevant accounts.

The client accepts that the visibility and results in any search engine belong under the full responsibility of the administrator of that particular search engine.

15. Sensitive Material

CreativeSolvers will never agree to a contract or agreement if a website, design or strategy contains one of the following demands: The storage, distribution or exhibition of pornographic or offensive material. Showing, advertising or facilitating gambling and gaming practices. The storage and distribution of any material with a threatening or defamatory nature.

Copyright, design rights, and ownership

16. Copyright and industrial property

All intellectual property of the designs, sketches, drawings, photographs, films and the like designed by CreativeSolvers remain with CreativeSolvers.

17. Copyright

CreativeSolvers guarantees that the delivered work is designed by CreativeSolvers, that CreativeSolvers is the author within the meaning of the Copyright Act, and can act as the copyright owner of the work. Copyrights are not included in the costs of any assignment. The client agrees to not infringe the copyright or industrial property rights of third parties and indemnifies CreativeSolvers of consequences of improper use.

18. Research on existence of rights

CreativeSolvers is not obliged to undertake research into the existence of relevant rights to the client.

19. Attribution

Unless the work is not suitable for such a purpose, CreativeSolvers is always entitled to have its name mentioned at or removed from the given work. The client is not allowed, without prior approval, to publicize or reproduce the work without mentioning the name of CreativeSolvers.

Usage and Licensing

20. The use of designs and other work

The contract will provide what the design or any other provided work will be used for. If the client wants to extend the use, this will be done in consultation with CreativeSolvers.

This license applies as long as the customer meets the financial obligations associated with them. Usage by third parties is only allowed with written permission from CreativeSolvers.

21. Modifications

The client may not make any changes without written permission of CreativeSolvers in the preliminary or final design. CreativeSolvers must first be able to make a desired change by the client. A fee is payable based on the rates charged by CreativeSolvers.

22. Usage by CreativeSolvers

Basically, CreativeSolvers has the freedom to use all designs for their own promotion and/or publicity, unless agreed otherwise. Examples are using the work in the portfolio and writing about the project on websites, in magazines, articles or books.

23. Proof copy of graphical works

The client will provide CreativeSolvers, free of charge, with 5 to 10 copies of graphical works, once publication has occurred. With valuable pieces or smaller runs, this will be a smaller number, to be agreed with the client.

Fees

24. Fees and additional costs

In addition to the agreed fees, other costs incurred under the contract will also be charged, such as travel, administration and transportation costs and costs of third parties. Quotations are unless otherwise stated, exclusive of VAT.

25. Fees for a modified assignment

When CreativeSolvers has to perform more or other efforts due to the incorrect supply of information or materials in the contract, this work will be separately charged.

Amendments to the contract which lead to lower costs or activates may result in a reduction of the amount previously agreed between the client and CreativeSolvers.

Payment

26. Obligation of Payment

Payments must be made within 15 days after the invoice date. The payment and the bank account is clearly shown on the invoice. If a payment is not made within the given payment period, CreativeSolvers will send a reminder and additional administrative costs (€ 10) will be charged. If payment is not made within 30 days of the payment term, an additional administration fee (€40) will be charged.

If after the expiration of 60 days from the payment term CreativeSolvers has not received any full payment, the client is in default and the statutory interest will be added to the invoiced amount. All costs incurred by CreativeSolvers, such as litigation, judicial and extrajudicial costs, including the costs of legal assistance, bailiffs, and debt collection agencies, in connection with overdue payments, shall be borne by the client. The extrajudicial costs are set at least 10% of the invoice amount with a minimum of €125 excluding VAT.

27. Periodic payments

CreativeSolvers has the right to charge a monthly fee for work performed and costs incurred for the execution of the assignment.

28. Payment terms

CreativeSolvers has the right to charge a 25% down-payment at the beginning of a project, a 50% payment during the completion of interim results, whereas the total is composed of the partial payments of each interim result and a 25% payment upon completion of the project.

29. Suspension

If the payments of the client to CreativeSolvers do not comply, CreativeSolvers has the right to suspend everything relating to the contract rights and deliverables until the payment obligations are fulfilled by the client. The client may not any of the work so far. CreativeSolvers may require sufficient certainty for payment and is entitled to suspend the contract if that security can not be given.

30. Resolutive conditions

All deliveries resulting from the total or partial execution of the contract will take place on the condition precedent of payment.

Revocation and termination of contract

31. Revocation of contract

When the execution of the contract or the delivery of the work is delayed by failure or circumstances beyond the control of the client or canceled by the client, the client must pay the full agreed amount and the costs already incurred, notwithstanding the right of CreativeSolvers to claim further costs or damages.

32. Termination by the contractor

If any obligations, not at all or not be met in good time by the client, in the case of bankruptcy or suspension of payment and liquidation of the client, the client can be

attributed in default. In these cases, CreativeSolvers has the right to suspend or dissolve the agreement wholly or partially, without being obliged to pay any compensation and without warning and/or judicial intervention.

33. Termination of the client

At full or partial cancellation of the assignment by the client, the client must compensate for all contract costs incurred. Without prejudice to the right of CreativeSolvers on Compensation due to loss of profits and resulting in cancellation charges and/or damage.

34. Force majeure

Illness and temporary or permanent disability of CreativeSolvers relieve her of the fulfillment of the agreed delivery or delivery obligation. The client can not claim compensation for any costs and/or damages. CreativeSolvers will notify illness and temporary or permanent disability as soon as possible to the client. The client, after receiving this notification, has the right or eight days to cancel the contract in writing, but with the obligation to reimburse the already completed part of the assignment.

Liability

35. Properties of the client

CreativeSolvers uses, and processes matters entrusted by the client with the same care as it comes to its own affairs. If the client wants to see that risk assured, he has to take care himself.

36. Properties of CreativeSolvers

In the case of damage or destruction to the client made available cases or work, any damage will be charged.

37. Liability

CreativeSolvers is not liable for any errors in its work. CreativeSolvers is not liable to the client or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if the client has advised third-parties. CreativeSolvers is not liable for errors made by third parties or for errors due to unclear or incorrect information provided by the client.

38. Provided Materials

If the client has provided CreativeSolvers materials needed to execute the contract, the client indemnifies CreativeSolvers of third-party claims concerning any copyrights on those materials.

39. Limitation of Liability

Insofar CreativeSolvers would be obliged to compensate any damages arising from defects in the goods delivered, this compensation is limited to the invoice amount related to the supplied and shall be reduced by the costs incurred by CreativeSolvers for engaging third parties.

40. Expiration of liability

The Client will indemnify CreativeSolvers of any liability and the consequences of third party claims for damage incurred in connection with services provided by CreativeSolvers to the client.

Any other liability will expire one year from the time the job is finished.

Inspection and Complaints

41. Inspection

The client is obliged to inspect by designs, websites, concepts, layouts, or any other work supplied by CreativeSolvers for errors and defects and return them corrected and approved within 8 days after receipt to CreativeSolvers. In the absence of a timely return, the client is considered to be in approval of the supplied work.

42. Complaints

The client is obliged to inspect precisely the supplied services immediately upon arrival at their destination. Complaints must be reported within 8 days in writing to CreativeSolvers after delivery of the services. Complaints never give the buyer any right to wholly or partially suspend the payment of the agreed price or additional costs, while any appeal on a settlement is expressly excluded. Defects that could not reasonably have been discovered within the prescribed period, should be reported in writing, immediately after discovery and no later than 30 days after delivery of the services, to CreativeSolvers

43. Rights concerning complaints

The client can not derive any rights from the handling of a complaint. CreativeSolvers is after a complaint is found to be justified, entitled to replace the given service.

Other Conditions

44. Other Conditions

General and special conditions of the client are only binding if they are not contrary to the terms of CreativeSolvers and CreativeSolvers and accepted these conditions in writing.

45. Invalidation of Provisions

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

46. Applicable Law

On these conditions, the agreement which CreativeSolvers closes with the client, its creation and further all quotations and confirmations by CreativeSolvers are subject to Dutch law.

47. Jurisdiction

Any disputes arising from the agreement made between the client and CreativeSolvers lies solely within the jurisdiction of the court of Rotterdam.