

GENERAL TERMS AND CONDITIONS REVOLT DIGITAL

1. Application

1. These general terms and conditions apply to all offers from Revolt Digital and to all agreements between Revolt Digital and the Client. The Client's general terms and conditions are explicitly rejected.
2. An agreement is deemed to exist when the Client has signed a quotation / proposal (digitally), has clearly agreed to the quotation / proposal, or is aware of the commencement of the execution of the work and has agreed to it, or at least has not objected prior to the start of the work.
3. Revolt Digital may amend these general terms and conditions at any time. The Client will be notified in a timely manner when the terms and conditions are changed.

2. Execution of services

1. Unless explicitly agreed otherwise in writing, Revolt Digital performs all services on a best-efforts basis. Revolt Digital does not guarantee any specific results.
2. Revolt Digital may engage third parties to carry out the services.
3. Where possible, Revolt Digital and the Client will agree on a schedule. Dates in this schedule are never considered final deadlines. If Revolt Digital is unable to properly perform the services due to actions or omissions by the Client, the work will be suspended and a new schedule will be agreed upon. Costs incurred, costs yet to be incurred, lost profits, and other delay-related costs may be charged to the Client.
4. If Revolt Digital is unable to fully meet the schedule due to the Client's actions or omissions, this does not entitle the Client to terminate the agreement in any way, unless the Client pays the full quoted amount or all estimated hours.
5. If the assignment is based on actuals (time and materials), it means that the required time for execution cannot be accurately estimated in advance. In that case, Revolt Digital will carry out the assignment as quickly as reasonably possible, depending in part on the cooperation of the Client and other circumstances, which will be communicated where necessary.
6. In the event of suspension of services, Revolt Digital may, at its own discretion, allow advertising campaigns to continue running or temporarily pause them. Revolt Digital is not liable for any damage resulting from either leaving the campaigns running or temporarily stopping them.
7. Revolt Digital works in its own style and creative direction for services such as web design and copywriting. A mismatch with the Client's personal taste or style preferences does not constitute a breach of contract or non-performance.

8. Revolt Digital will submit drafts of texts, visuals, and advertisements to the Client in advance, allowing a reasonable period for feedback. If the Client fails to respond within a reasonable time, Revolt Digital may proceed to publish the concepts. Revolt Digital will notify the Client when this happens.

3. Use of artificial intelligence (AI)

1. Revolt Digital uses artificial intelligence applications to carry out the Assignment, wherever this is useful or adds value.
2. Unless explicitly prohibited in writing by the Client, Revolt Digital is permitted to use submitted information and materials, available personal data and other data, as well as public information, as input when applying artificial intelligence.
3. Unless otherwise agreed in writing, Revolt Digital will not notify the Client of the use of artificial intelligence when delivering work.

4. Online training

1. The Client only has access to restricted online content, such as training materials, if the Client has a working account. Unless otherwise agreed, an account is strictly personal and may not be shared with third parties. The Client is responsible for keeping the account up to date and securing access, within the options provided by Revolt Digital.
2. If the Client is a natural person and gains access to the account and content through a remote purchase, the Client agrees in advance to receive immediate access to the content and waives the right of withdrawal.
3. If the Client is still entitled to a right of withdrawal, they may exercise this right up to 14 days after entering into the agreement by notifying Revolt Digital via email, specifying the account in question. In that case, all supplementary agreements will also be dissolved. If the Client has already used any content, Revolt Digital may deduct this from the refundable amount. Any amount to be refunded will be transferred within 14 days to the account used for the original purchase.
4. Unless the Client is a natural person not acting in a professional or business capacity, the agreement regarding the online training cannot be terminated early by the Client.
5. Revolt Digital will make reasonable efforts to keep the Website maintained, accessible, and the content up to date. Revolt Digital is not liable in the event the Website is temporarily offline, with a maximum of five consecutive days, or if content is (temporarily) outdated.
6. If the Client or participant experiences technical issues while following the online training, they may report this to Revolt Digital via email. If the technical problems are the responsibility of Revolt Digital, they will be resolved as soon as possible, but in any case within 5 business days. If this is not possible, Revolt Digital will notify the Client as soon as possible and

provide an estimated resolution timeframe. If the Client requests technical support when no issue exists that is the responsibility of Revolt Digital, Revolt Digital may charge an additional fee for this support.

7. Revolt Digital offers no guarantees regarding the outcome after completing an online training or other content. Results depend on various factors, including the Client's or participant's own effort, and circumstances beyond the control of both Revolt Digital and the Client.
8. All content provided by Revolt Digital is protected by copyright. Revolt Digital is the copyright holder or holds a valid license for its use. The Client may not reproduce or publish this content unless explicitly agreed otherwise in writing or unless otherwise indicated by Revolt Digital for the specific content.
9. The Client is not permitted, during and within two years after termination of the agreement, to launch or assist with any competing service or product, or participate in third-party initiatives that are competitive in nature.

5. Hosting and website maintenance

1. The terms and conditions of the hosting provider engaged by or through Revolt Digital also apply. The Client will receive a digital copy of these terms.
2. If any issues arise regarding the hosting of the website, the Client may report this to Revolt Digital via email. Revolt Digital will respond within 72 hours of receiving the notification and will resolve the issue as soon as possible, depending in part on the hosting provider and its service level.
3. Revolt Digital will, to the best of its ability and within the available budget, provide some level of website security, but is not liable for, among other things, the consequences of downtime, a slow website, hacking, malware, data leaks, a non-functioning or poorly functioning website, or updates that alter the appearance or functionality of the site.
4. In the event that Revolt Digital is responsible for website maintenance, it will install updates. Updates to the website, plugins, or related components may affect the functionality and layout of the website. In such cases, Revolt Digital may, at the Client's discretion, restore a backup of the website or resolve issues at the then-current hourly rate of Revolt Digital. For more extensive updates, Revolt Digital may charge the Client for the work related to the update, and will notify the Client in advance.

6. Data processing agreement

1. Revolt Digital will only process personal data based on the Client's written instructions. Revolt Digital processes personal data in any case when the Client has granted access to such data.
2. If Revolt Digital engages other individuals for the processing of personal data, it guarantees that these individuals are bound by confidentiality.
3. Revolt Digital takes technical and organizational measures to ensure an appropriate level of security, in accordance with Article 32 of the GDPR.

4. The Client grants Revolt Digital general permission to engage subprocessors. These subprocessors are bound by the same obligations as those agreed between the Client and Revolt Digital. Revolt Digital uses external hosting providers, Google services including Gmail, Apple Notes, and other parties in its service delivery.
5. Where possible, Revolt Digital will assist the Client in fulfilling its obligations to respond to data subject requests related to the exercise of their rights. Any related costs are borne by the Client.
6. Revolt Digital will, where reasonably possible, support the Client in complying with obligations under Articles 32 through 36 of the GDPR.
7. Unless legally required to retain personal data longer, Revolt Digital will destroy or anonymize all personal data made available by or on behalf of the Client after the agreement ends.
8. Revolt Digital will provide all necessary information to the Client to demonstrate compliance with the data processing agreement and proper handling of personal data. Revolt Digital will also cooperate with audits and inspections. Any related costs will be borne by the Client.

7. Prices

1. Revolt Digital and the Client will agree in advance on a price. This may be a fixed price (flat fee) for a complete package of services and products, or a pre-agreed hourly rate billed on the basis of actuals (time and materials).
2. Any time estimates provided by Revolt Digital are for indication purposes only. These estimates are not part of the offer or the agreement. Revolt Digital is not bound by such estimates. Revolt Digital keeps a daily time registration, which is also visible to the Client. If working based on actuals (time and materials) is agreed upon, the Client agrees to compensate all hours worked and costs incurred, regardless of any prior communication.
3. If the assignment is changed or supplemented by the Client, or if the work changes, Revolt Digital is entitled to adjust the price accordingly.
4. Revolt Digital is entitled to pass on any actual increases in purchasing costs to the Client, without this giving the Client the right to terminate the agreement prematurely.
5. In the case of additional work, Revolt Digital is not required to notify the Client in advance if the additional cost is less than 10%.

7. Payment terms

1. Revolt Digital may request a (partial) advance payment.
2. For ongoing agreements, Revolt Digital will invoice monthly. For projects and one-time assignments, Revolt Digital may issue interim monthly invoices.
3. If Revolt Digital and the Client have agreed on an assignment based on actuals (time and materials), the Client is obliged to reimburse all hours worked by

Revolt Digital, even if the actual hours deviate significantly from previously estimated hours.

4. If the Client fails to pay an interim invoice on time, Revolt Digital may suspend the work or terminate the agreement. Costs and lost profits resulting from such suspension will be charged to the Client. In the event of termination of the agreement by Revolt Digital due to late payment, the Client is obligated to reimburse all costs and hours incurred, plus 50% of the remaining estimated hours or quoted amount.
5. Unless otherwise agreed, each invoice from Revolt Digital must be paid within 14 days of the invoice date. In case of late or incomplete payment, Revolt Digital may charge 3% interest per month, with any part of a month counting as a full month, and collection fees of 10% of the invoice amount with a minimum of €150.

8. Termination of the agreement

1. If the Client cancels an assignment or terminates the agreement before work has commenced, 25% of the quoted amount will be charged, or €5,000 in the case of assignments based on actuals (time and materials).
2. If the Client wishes to terminate a one-time project or assignment mid-term, the Client must reimburse all costs and hours incurred, plus 50% of the remaining quoted amount or estimated hours.
3. The Client may terminate an ongoing agreement with at least one calendar month's notice in writing.
4. Revolt Digital may terminate any agreement at any time. In such a case, Revolt Digital is not liable for damages, and the Client is not entitled to a refund of any previously paid amounts.
5. In the event of early termination, Revolt Digital will, where possible, transfer licenses for sketches, concepts, websites, campaigns, or other deliverables to the Client. The Client may further develop these with third parties. If a transfer of work is needed or desired, Revolt Digital will cooperate within a reasonable timeframe. Any related costs and hours will be charged to the Client at Revolt Digital's standard rate.

9. Intellectual property

1. Unless explicitly agreed otherwise, Revolt Digital is the creator and (copyright) holder of all designs and materials provided. Where Revolt Digital does not own the intellectual property rights, it holds a valid license.
2. The Client is permitted to reproduce or publish the works.
3. Revolt Digital may include its name in the footer of every website and add a link to its own website.
4. Revolt Digital may showcase the assignment and deliverables, including screenshots, on its website and use them for promotional and advertising purposes, unless explicitly agreed otherwise between the parties.

10. Liability

1. Revolt Digital shall not be liable for any direct or indirect damages, loss of profit, suffered losses, or missed savings resulting from the execution or outcome of the agreement.
2. Revolt Digital shall not be liable for disappointing results, including but not limited to disappointing outcomes concerning search engine rankings, the effectiveness of advertising campaigns, or the performance of the website and other marketing activities or advice.
3. Revolt Digital shall not be liable for direct or indirect damages, loss of profit, suffered losses, or missed savings due to the Client's website being inaccessible or not fully operational, removal from search engine indexing, removal of backlinks by third parties, underperformance of advertisements, blocked advertising or administrator accounts, inaccuracies in texts or advertisements, negative results from implemented advice, or other outcomes falling short of expectations.
4. Revolt Digital shall not be liable for any direct or indirect damages, loss of profit, suffered losses, or missed savings in the event that the execution of the agreement is suspended by either party due to actions or omissions of the Client.
5. Revolt Digital's liability shall be limited to the amounts invoiced for the assignment, up to a maximum of €10,000, and in the case of ongoing agreements, up to the total amount invoiced over the past three consecutive months to which the liability and damage pertain.

11. Miscellaneous

1. These general terms and conditions are governed exclusively by Dutch law.
2. The Client must report any complaints to Revolt Digital as soon as possible to allow damage mitigation. Complaints submitted more than 14 days after the end of the agreement will not be processed. Complaints do not suspend the payment obligation. Natural persons have the right to submit complaints to the Dutch Disputes Committee or use ODR via <https://webgate.ec.europa.eu/odr/>
3. Disputes should be resolved amicably between Revolt Digital and the Client. If a settlement cannot be reached within a reasonable period, the dispute will be submitted to the competent court in the district where Revolt Digital is located.