

TERMS & CONDITIONS

WAVEBEEES

EFFECTIVE DATE: 09/04/2025

These Terms & Conditions ("Agreement") govern the use of services provided by WAVEBEEES ("Company," "we," "our," or "us") to the client ("Client," "you," or "your"). By engaging in any of our services, including website development, social media design/management, branding, maintenance, and other services as described in the proposal from WAVEBEEES, you agree to be bound by these Terms.

1. DEFINITIONS

For the purposes of these Terms & Conditions, the following terms shall have the meanings ascribed to them below:

1. "Agreement": The contract formed between WAVEBEEES and the Client, which includes these Terms & Conditions and any other documents incorporated by reference, such as proposals, quotes, and contracts.
2. "Company," "we," "our," or "us": Refers to WAVEBEEES, the service provider, a company based in Amsterdam, offering website development, social media design/management, branding, and maintenance services.
3. "Client," "you," or "your": Refers to the person, company, or entity engaging WAVEBEEES for the provision of services as described in this Agreement.
4. "Services": Refers to the website development, social media design/management, branding, maintenance, or other services as proposed and provided by WAVEBEEES, as further outlined in section 2 of this Agreement.
5. "Quotation": The document provided by WAVEBEEES outlining the pricing, scope, and terms of the services to be provided to the Client.
6. "Payment Terms": The payment structure outlined in this Agreement, which requires the Client to pay 50% of the total amount upon confirmation of the assignment, and the remaining 50% upon final delivery. Maintenance services are billed separately as a fixed monthly fee, starting after the initial invoice has been fully paid.
7. "Maintenance Services": Ongoing support, updates, and improvements provided by WAVEBEEES for a website, typically charged at a fixed monthly fee.
8. "Proposal": A detailed document that outlines the scope, deliverables, timelines, and cost structure for the services to be provided to the Client, agreed upon before the commencement of work.
9. "Intellectual Property": Refers to any intellectual property rights, including copyrights, trademarks, design rights, patents, and any other proprietary rights, whether registered or not, related to the work produced under this Agreement.
10. "Force Majeure": Refers to an event or circumstance beyond the control of WAVEBEEES, such as natural disasters, strikes, pandemics, technical failures, or other unforeseen events that make it impossible for WAVEBEEES to fulfil its obligations under this Agreement.
11. "Termination": Refers to the act of ending this Agreement, either by the Client or by WAVEBEEES, for reasons as specified in section 10.
12. "Dispute Resolution": The process outlined in section 12 for resolving any disagreements between the Client and WAVEBEEES, initially through mediation and, if necessary, through legal proceedings.
13. "Governing Law": Refers to the laws of the Netherlands, which shall govern this Agreement and any disputes arising out of it.
14. "Confidential Information": Any proprietary or confidential data, materials, or information exchanged between WAVEBEEES and the Client, including business strategies, trade secrets, client lists, or any other non-public information.
15. "Invoice": A formal request for payment issued by WAVEBEEES to the Client after confirmation of the Quotation or Proposal, detailing the services provided, applicable fees, payment terms, and due date. The invoice marks the official commencement of the payment obligation as outlined in this Agreement.

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2. SERVICES PROVIDED

WAVEBEES offers the following services:

- Website Development: Custom website design, development, and implementation.
- Branding: Logo design, corporate identity creation, and brand strategy development.
- Website Maintenance: Ongoing updates, improvements, and troubleshooting for websites at a fixed monthly cost.

3. SERVICE AGREEMENT

By accepting the quotation or proposal provided by WAVEBEES, the Client agrees to the terms outlined herein. All services are provided on a customised basis, tailored specifically to each Client's needs. A detailed quotation or contract will be provided before the commencement of work.

4. PAYMENT TERMS

The Client agrees to pay 50% of the total project cost upon confirmation of the assignment. The remaining 50% shall be paid upon delivery of the final product. For maintenance services, a fixed monthly fee will be charged for ongoing support and updates.

If the Client is dissatisfied with the services, partial refunds may be issued at the Company's discretion, excluding any costs that have already been incurred (e.g., third-party fees, production costs). An invoice will be issued upon acceptance of the quotation, and payment is due within 30 days of the invoice date. If payment is not received within this period, a late fee of €50 may apply. All payments must adhere to the terms outlined in the quotation.

5. PROJECT SCOPE AND DELIVERY

WAVEBEES will provide a detailed proposal outlining the scope of the services. The final product will be delivered according to the specifications outlined in the contract. A preliminary version of the website will be delivered, which may then be modified twice at no additional charge. Any further modifications beyond these two revisions will incur additional costs, in order to prevent unlimited revision without payment.

6. MAINTENANCE SERVICES

WAVEBEES offers ongoing maintenance services for websites at a fixed monthly fee, which includes updates, backups, troubleshooting, and minor adjustments. Major changes or redesigns will be quoted separately. Maintenance services are provided under a minimum contract period of 6 months. The maintenance contract will automatically renew unless the client provides one month's notice before the end of the current contract term. The client may renew the maintenance contract at any time, without the need for prior notice. The client may terminate the maintenance contract with one month's notice before the end of the current contract term.

7. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide all necessary materials and information to complete the project (e.g., brand guidelines, content, access to platforms).
- Respond promptly to requests for information, approval, or feedback to ensure the timely completion of the project.
- Maintain the confidentiality of any proprietary materials provided by WAVEBEES.

The Client warrants that all materials provided to WAVEBEES, including but not limited to photographs, videos, text, and logos, are free of third-party rights or are properly licensed. WAVEBEES shall not be held liable for any claims or damages arising from the use of Client-supplied materials. Any costs or damages resulting from infringement of third-party rights shall be borne entirely by the Client.

8. OWNERSHIP AND INTELLECTUAL PROPERTY

Ownership of the website, branding materials, and designs – including all associated login credentials and access rights – will transfer to the Client only after full payment has been received by WAVEBEES. WAVEBEES retains the right to display the work as part of its portfolio and promotional activities unless otherwise agreed. All third-party assets (e.g., stock images, fonts, plugins) used in the project are subject to the terms and licences of the respective third-party providers.

9. LIMITATION OF LIABILITY

WAVEBEES shall not be liable for any indirect, incidental, special, or consequential damages arising from the use or inability to use the services, including but not limited to loss of data, business interruption, or any damages resulting from errors or omissions in

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the work. The total liability of WAVEBEES, whether in contract, tort, or otherwise, shall not exceed the amount paid by the Client for the services under this Agreement.

10. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of any confidential or proprietary information shared during the project. This includes business strategies, trade secrets, and any non-public information.

11. TERMINATION

By the Client: The Client may terminate this Agreement at any time by providing written notice. In the event of termination, the Client will be invoiced for any work completed up to the termination date, and the Client agrees to pay for services rendered.

By WAVEBEES: WAVEBEES reserves the right to terminate the Agreement at any time for reasons including but not limited to non-payment, breach of contract, or failure to provide necessary materials. In the event of termination by WAVEBEES, the Client will be invoiced for work completed up to that point. Any deposit or fees paid by the Client are non-refundable except where otherwise stated in the contract.

12. FORCE MAJEURE

WAVEBEES shall not be held liable for delays or failure to perform its obligations under this Agreement due to circumstances beyond its control, including but not limited to acts of God, war, pandemic, natural disasters, strikes, or technical failures. In the event of a Force Majeure situation, WAVEBEES will promptly inform the Client and make reasonable efforts to mitigate the impact. The delivery time for services will be adjusted accordingly, and WAVEBEES will not be held responsible for delays caused by such events. Both parties agree that any agreed-upon deadlines may be extended for the duration of the Force Majeure event, and such extensions will not constitute a breach of this Agreement.

13. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall first be addressed through mediation. Both parties agree to make a good-faith effort to resolve the dispute amicably through mediation before resorting to legal action. If mediation is unsuccessful, the dispute may be submitted to the competent court in Amsterdam, Netherlands.

- Mediation Process: The mediation will take place in Amsterdam, Netherlands and will be conducted by a neutral third-party mediator selected jointly by both parties.
- Costs: Each party will bear its own costs for the mediation process, but the parties may agree to split the mediator's fees equally.
- Timeline: The mediation must be initiated within 30 days from the date the dispute is formally raised.
- Legal Action: If the dispute is not resolved through mediation within 60 days, either party may proceed with legal action in accordance with the Governing Law section.

14. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Netherlands. Any disputes arising from this Agreement will be resolved in the competent courts of Amsterdam, Netherlands.

15. MISCELLANEOUS

These Terms & Conditions may be updated or amended at any time. The most current version will be posted on the WAVEBEES website and is considered binding. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

16. NO GUARANTEES & LIMITATION OF RESPONSIBILITY

WAVEBEES provides services based on the specifications and requirements agreed upon with the Client. While we strive to deliver high-quality work, we do not offer any guarantees regarding the performance, uptime, or future compatibility of the website or any other services provided.

Specifically, WAVEBEES is not responsible for:

- Third-Party Software or Services: Any issues arising from third-party software, platforms, or services used in the website (e.g., hosting providers, payment processors, third-party plugins, etc.).



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- Website Downtime or Errors: Any technical issues, errors, or downtime experienced after the website's launch, including but not limited to website crashes, server failures, or incompatibilities with future updates.
- Security Vulnerabilities: We are not responsible for any security breaches, hacking, or vulnerabilities that may arise after the website is delivered, unless these are directly caused by our actions.
- Content Loss: Any loss or corruption of content or data following the website's handover to the Client, including during maintenance periods or server issues.

By engaging WAVEBEES for services, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms & Conditions.