

General Terms & Conditions

MIMEMA

CHAPTER I - General Provisions

Article 1. Definitions

In these general terms and conditions, the following definitions apply:

1. **MIMEMA**: the company as defined in Article 2 of these general terms and conditions;
2. **Other Party**: the customer/client with whom MIMEMA has concluded an Agreement and/or the one negotiating with MIMEMA about it;
3. **Agreement**: any arrangement/assignment between MIMEMA and the Other Party for the provision of Services/Products by MIMEMA to the Other Party;
4. **Party(ies)**: Other Party and MIMEMA together or each as an individual contracting party;
5. **Written**: communication via email, mail, or WhatsApp;
6. **Third Parties**: other natural or legal persons who are not part of this Agreement;
7. **Service(s)**: the Services offered by MIMEMA, including but not limited to branding, video production, photography, animation, drone footage, social media management, website development, e-commerce development, web hosting & maintenance, email marketing, SEO, and SEA;
8. **Product(s)**: the digital Products offered by MIMEMA, such as e-books;
9. **Product with Digital Content**: the Products offered by MIMEMA containing digital content, including but not limited to the results of the Services, such as a website;
10. **Continuing Performance Agreement**: this is the Agreement in which the Parties are obligated to perform reciprocally. These performances must be regular, sequential, or continuous. A Continuing Performance Agreement can be entered into for a definite or indefinite period.

Article 2. Identity of MIMEMA

Company name:	MIMEMA
Street name and number:	Isla Margaritastraat 83
Postal code and location:	1339 MN Almere
Chamber of Commerce number:	66734177

Article 3. General Provisions

1. These general terms and conditions apply to every offer and all (legal) acts of MIMEMA and to every Agreement concluded between MIMEMA and the Other Party.
2. Unless explicitly agreed otherwise in Writing, the applicability of other (general) terms and conditions is excluded.
3. Deviations from or additions to these general terms and conditions are only valid if expressly agreed in Writing.
4. If MIMEMA does not always require strict compliance of these general terms and conditions, this does not mean that the provisions thereof do not apply or that MIMEMA would lose any right to demand strict compliance with the provisions of these general terms and conditions in other cases.
5. If and insofar as it cannot be invoked on any provision of these general terms and conditions due to the principles of reasonableness and fairness, or due to the unreasonably onerous nature of a provision, that provision shall in any case have a

meaning that corresponds as closely as possible to its content and scope so that it can be invoked.

6. MIMEMA cannot guarantee that the work performed will always achieve the desired result for the Other Party. The accepted assignment leads to a best-efforts obligation and explicitly not to a result obligation.
7. MIMEMA is entitled to engage Third Parties for the execution of the Agreement.

Article 4. The Offer

1. If an offer has a limited validity period or is made under certain conditions, this will be explicitly stated in the offer.
2. An issued quotation or offer by MIMEMA should be seen as a non-binding offer unless otherwise agreed in Writing and explicitly by MIMEMA. A non-binding offer can be revoked by MIMEMA after acceptance.
3. The offer contains a complete and accurate description of the offered Products, digital content, and/or Services. The description is sufficiently detailed to enable a proper assessment of the offer by the Other Party. Apparent mistakes or errors regarding, for example, amounts stated, do not bind MIMEMA.
4. The offer is also based on what is requested by the Other Party in combination with estimated and applicable rates for the execution thereof. If it turns out that the information provided by the Other Party was not sufficient for a correct estimation, the additional work will be carried out either through a new quotation or as additional work in accordance with Article 18.

Article 5. The Agreement

1. The Agreement is concluded at the moment of acceptance by the Other Party of the offer and the fulfillment of the (possibly) stipulated conditions.
2. If any provision of these general terms and conditions or an Agreement is nullified or annulled, this does not affect the validity of the entire general terms and conditions or Agreement. Parties will consult to agree on a new provision to replace the nullified or annulled provision, observing as much as possible the purpose and scope of the nullified or annulled provision.
3. MIMEMA reserves the right not to execute a concluded Agreement, for example, if it has reasonable doubt or information that the Other Party will not be able to meet its (financial) obligations. If MIMEMA refuses, it will notify the Other Party in Writing within a reasonable period after the conclusion of the Agreement.
4. The right of suspension and the right of set-off of the Other Party are excluded if the Other Party acts in the exercise of profession or business. This provision does not apply if the Other Party acts as a Consumer.
5. In addition to the previous paragraph, MIMEMA does have the right of set-off and/or suspension for outstanding claims of the Other Party or in cases where the Other Party does not properly, not fully, or not perform its Agreements.
6. These general terms and conditions also apply to future, additional, and/or follow-up assignments.
7. Agreed delivery terms are always indicative terms. The delivery terms are not fatal terms. Exceeding a term does not entitle the Other Party to compensation.

Article 6. Right of Withdrawal

1. In principle, a Consumer, not being a legal entity, can withdraw from a distance Agreement or an Agreement concluded outside the sales area without giving reasons within a period of 14 (fourteen) days.

2. In this case, the Other Party immediately gains access to what has been ordered by the Other Party. This voids the possibility of withdrawing the purchase.

Article 7. Your Obligations and Feedback

1. In order to properly fulfill our obligations, it may be necessary for us to require specific items from you. This can vary from images and information to colors and other content in the broadest sense of the word.
2. To streamline the provision of these items, MIMEMA will explicitly indicate which elements are needed and when they are needed. You are then obliged to provide these on time. If you fail to do so, this may result in a delay in the delivery term. In such cases, we do not accept liability for the consequences of this delay.
3. If applicable, the Counterparty has a specific period to provide feedback. If the Counterparty is unable to provide feedback within this period, the Counterparty must inform MIMEMA as soon as possible. In the absence of an alternative agreement, this period is two (2) weeks.
4. Unless otherwise agreed, the customer is entitled to one (1) round of feedback. MIMEMA will make adjustments to the works based on the feedback. If further adjustments are desired after the feedback round(s), this constitutes additional work. Any corrections must be received by MIMEMA within 14 (fourteen) days after the (digital) receipt of the work. After this period expires, the Counterparty can no longer claim the agreed feedback round(s) and the delivered work will be considered final.
5. All feedback must be submitted in one (1) instance by one (1) contact person. If, during a subsequent feedback round, new feedback is provided on elements already present in the previous round, this will be considered a new feedback round. Unless the Counterparty is entitled to this follow-up feedback round, it will be regarded as additional work.
6. The Counterparty is required to provide all necessary (technical) information if requested by MIMEMA, including but not limited to, login details for social media accounts.
7. If an appointment is scheduled between MIMEMA and the Other Party, the Other Party is required to be present at this appointment. Canceling or rescheduling this appointment can be done no later than 24 (twenty-four) hours prior to the appointment. If the Other Party cancels within 24 (twenty-four) hours before the appointment, MIMEMA has the right to charge the usual hourly rate or the agreed amount for this.
8. The Other Party is obliged to inform MIMEMA immediately about facts and circumstances that may be relevant to the execution of the Agreement.
9. If the Other Party, among other things, does not fulfill these obligations, MIMEMA reserves the right, in addition to any sanctions mentioned in this article, to terminate the Agreement with immediate effect and demand payment from the Other Party for the already worked hours, the already incurred costs, and/or the already made investments, without the Other Party being entitled to compensation or otherwise.

Article 8. Dissolution and Notice Periods

1. If the Other Party fails to meet one or more of its obligations, is declared bankrupt, applies for (provisional) suspension and/or deferment of payment, proceeds to liquidate its business, or if its assets are wholly or partly seized, MIMEMA has the right to suspend the execution of the Agreement or to terminate and/or dissolve the

Agreement by means of a Written declaration, all at its discretion and always without prejudice to any right to compensation of costs, damages, and interest.

2. In the event that the Parties have entered into a Continuing Performance Agreement, termination must be done in writing and with a notice period of 1 (one) month if the Continuing Performance Agreement is terminated within the first year of its term. In the second year of the Agreement, a notice period of 2 (two) months must be observed. From the third year of the Continuing Performance Agreement onwards, the notice period to be observed is 6 (six) months.
3. If the Parties have not entered into a Continuing Performance Agreement, the Parties may not terminate the Agreement prematurely, except as provided in these general terms and conditions.

Article 9. Renewal of an Agreement

1. After the fixed-term duration of an Agreement for Web Hosting and maintenance has ended, it will be automatically converted into an Agreement for an indefinite period. The notice period for this indefinite Agreement is 2 (two) months, applicable to both MIMEMA and the Other Party.
2. An exception to the above is when the Agreement is linked to the purchase of a license by MIMEMA or the Other Party. In such cases, despite the notice period, the license for the year of termination must still be fully paid.

Article 10. Cancellation

1. The Other Party may cancel the Service/Agreement in Writing before the start of the Service/Agreement. The start of the Service will occur on the date and time previously agreed upon between MIMEMA and the Other Party. The cancellation becomes final upon confirmation by MIMEMA.
2. If the Other Party cancels the Agreement, a cancellation fee is due, structured as follows:
3. Within 30 (thirty) days before the start of the assignment, 25% (twenty-five percent) of the total quoted or invoiced amount;
4. Within 14 (fourteen) days before the start of the assignment, 50% (fifty percent) of the total quoted or invoiced amount;
5. Within 7 (seven) days before the start of the assignment, 100% (one hundred percent) of the total quoted or invoiced amount.
6. In case of cancellation by the Other Party due to force majeure, such as illness, accident, or death, the Other Party must notify MIMEMA in Writing as soon as possible. MIMEMA may, at its discretion and based on reasonableness and fairness, decide to reduce or waive the cancellation fees entirely or partially. MIMEMA may require additional proof from the Other Party, such as a doctor's certificate.

Article 11. Liability

If the Other Party is a Consumer:

1. The total liability of MIMEMA is limited to compensation for damages up to the amount of the agreed fee for that Agreement (excluding VAT). In no case will the total compensation for damages exceed the agreed amount for the Agreement.

2. Liability for damages resulting from intent or deliberate recklessness by MIMEMA is not limited.
3. If the Other Party is acting in the course of a profession or business:
4. MIMEMA is not liable for indirect and direct damages. The liability of MIMEMA for damages resulting from intent or deliberate recklessness by MIMEMA is not excluded.
5. If MIMEMA is held liable in a specific case, despite the provisions of this article, it will only be liable for direct damages. In such cases, the total liability of MIMEMA will be limited to compensation for damages up to the amount of the agreed fee for that Agreement (excluding VAT).
6. The amount of the compensation will never exceed the agreed amount for the Agreement.
7. If MIMEMA is held liable for direct damages, direct damages are understood to mean:
 - a. The reasonable costs that the Other Party would have to incur to ensure MIMEMA's performance meets the Agreement; however, these replacement damages will not be compensated if the Agreement is dissolved by or at the request of the Other Party;
 - b. The reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these general terms and conditions;
 - c. The reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to the limitation of damage within the meaning of these general terms and conditions.
8. The Other Party indemnifies MIMEMA against any claims from Third Parties that suffer damage in connection with the execution of the Agreement.

General liability provisions:

9. If the Agreement is a long-term agreement with a duration of more than 6 (six) months, the agreed fee for that Agreement is set at the total fees (excluding VAT) of the past 6 (six) months preceding the damage-causing event.
10. A condition for any right to compensation is that the Other Party reports the damage to MIMEMA in Writing as soon as possible after its occurrence. Any claim for compensation against MIMEMA expires after 6 (six) months from the occurrence of the claim.
11. Before the Other Party may claim damages, the Other Party must first give MIMEMA written notice of default and allow MIMEMA a reasonable period of at least 10 (ten) working days to still comply, unless compliance is permanently impossible. Only after MIMEMA has been in default shall the Other Party be entitled to claim compensation.
12. MIMEMA is not liable for damage caused by auxiliary persons as referred to in Article 6:76 BW.
13. MIMEMA is not liable for any damage of any kind caused by MIMEMA relying on incorrect and/or incomplete information provided by the Other Party or if the Other Party has delivered this information too late.
14. MIMEMA is not liable for any damage suffered by the Other Party as a result of non-compliance with the obligations described in Article 7 - 'Your Obligations and Feedback'.

Article 12. Force Majeure

1. In addition to the provisions of Article 6:75 BW, a failure by MIMEMA to fulfill any obligation towards the Other Party cannot be attributed to MIMEMA in the event of a circumstance independent of the will of MIMEMA, which prevents the fulfillment of its obligations towards the Other Party, wholly or partially, or as a result of which the fulfillment of its obligations cannot reasonably be demanded of MIMEMA. Such circumstances include failures by suppliers or other Third Parties, (power) outages, computer viruses, extreme weather conditions, fire (danger), (imminent) danger of war, pandemics, epidemics, quarantines, illness, incapacity for work, strikes, government measures, and the breakdown of bicycles and equipment with which the Products must be transported or mounted or certain means/software/hardware to execute the Agreement or to operate or function the result of the Agreement.
2. Force majeure also includes the situation where, due to a circumstance not attributable to MIMEMA, such as SIM cards, hard drives, or other storage equipment breaking down, parts of the Agreement are lost. In that case, the Other Party is obliged to give MIMEMA the opportunity to propose a solution.
3. If a situation as referred to in clause 1 of this article occurs as a result of which MIMEMA cannot fulfill its obligations towards the Other Party, those obligations will be suspended for as long as MIMEMA cannot fulfill its obligations. If the force majeure situation lasts for 60 (sixty) calendar days, both Parties have the right to terminate the Agreement in Writing, wholly or partially. In that case, MIMEMA is not obliged to compensate any damage, even if MIMEMA benefits from the force majeure situation.
4. If the Agreement ends due to force majeure as referred to in this article, MIMEMA is entitled to payment for the hours worked or investments made at the time of termination of the Agreement.

Article 13. Guarantee for MIMEMA's Services

1. MIMEMA ensures that it acts as a proper Service provider. MIMEMA guarantees that the Services it provides comply with the Agreement, the specifications and/or details mentioned in the offer, reasonable requirements of usability and soundness, and the legal provisions and/or government regulations existing at the time the Agreement was concluded.
2. If the Service is performed inadequately, MIMEMA will, after a complaint from the Other Party, promptly choose to either properly perform the Service or deduct a proportionate part of the (already paid or due) fee.
3. The guarantee will lapse if: a. The Other Party has changed, modified, repaired, or allowed Third Parties to adjust and/or edit the Product of the executed Service; b. The Other Party has not maintained or incorrectly maintained the Product of the executed Service; c. The inadequacy is wholly or partly the result of government regulations regarding the nature or quality of the materials used.
4. If there is an addition to the Other Party's wishes regarding specific functionalities of MIMEMA's Services, a suboptimal situation may arise. If this situation occurs, MIMEMA will inform the Other Party, but this does affect the guarantee. This will also be communicated.

Article 14. Fees/Prices

1. All amounts are in euros and exclude VAT and other government-imposed levies unless otherwise agreed.

2. MIMEMA reserves the right to apply an inflation adjustment once per year, according to the CPI.
3. MIMEMA reserves the right to charge fees that MIMEMA must pay concerning the operation of the results of the Agreement, if necessary.
4. The agreed amounts are based on cost-determining factors at the time of the offer. MIMEMA reserves the right to pass on changes in cost-determining factors that occur 3 (three) months after the conclusion of the Agreement, which MIMEMA cannot reasonably influence, such as insurance premiums or VAT, to the Other Party, up to a maximum of 20% of the original amount.
5. A composite price quotation does not obligate MIMEMA to deliver part of the Agreement for a corresponding part of the quoted price.
6. Discounts and quoted amounts, such as the increase of excise duties, social charges, do not automatically apply to future and/or subsequent Agreements.

Article 15. Payment and invoicing

1. Unless otherwise specified in the Agreement or additional conditions, the amounts owed by the Counterparty must be paid within 14 (fourteen) days after the invoice date.
2. If delivery is made in partial deliveries, the payment term starts after each partial delivery for the already delivered part, unless expressly agreed otherwise in writing between the Parties.
3. The Counterparty has the duty to promptly report inaccuracies in the provided or stated payment information to MIMEMA.
4. If the Counterparty does not fulfill its payment obligation(s) on time, MIMEMA will notify the Counterparty of the late payment and will give the Counterparty a period of 7 (seven) days to still meet its payment obligations. After failure to pay within this seven-day period, the Counterparty is in default. As a result, the Counterparty is also liable for the statutory (commercial) interest on the remaining amount owed. Additionally, MIMEMA is entitled to charge the out-of-court collection costs incurred by them.
5. In the case of an Agreement with a Consumer, the period mentioned in the previous paragraph is 14 (fourteen) days instead of 7 (seven) days.
6. In the event of (reasonable prospect of) bankruptcy, liquidation, or suspension of payments, or debt restructuring under the WSNP, MIMEMA's claims against the Counterparty and the Counterparty's obligations to MIMEMA are immediately due and payable.
7. Payments made by the Counterparty are always used to settle, in the first place, all interest and costs due, and in the second place, the oldest outstanding invoices, even if the Counterparty indicates that the payment relates to a later invoice.
8. MIMEMA also reserves the right to request a down payment for projects of a certain scope. If MIMEMA does so, the payment term for that down payment is 14 (fourteen) days. If MIMEMA has requested a down payment, MIMEMA will not execute the Agreement until the Counterparty has made this down payment.
9. If, for the execution of the Agreement, travel to a specific location is required, MIMEMA is entitled to charge the Counterparty per kilometre driven. This also applies to kilometres driven by any necessary freelancers (ZZP'ers) or other self-employed persons. If the Parties do not agree on an amount in the Agreement, MIMEMA charges 0.49 (forty-nine cents) euros per kilometre.

Article 16. Complaints

1. The Other Party can no longer invoke a defect in the performance if they have not protested to MIMEMA regarding the defect within 2 (two) months after they discovered or should reasonably have discovered the defect. In the case of a visible defect at (or upon) delivery, a period of 48 (forty-eight) hours applies.
2. The Other Party must in any case give MIMEMA 4 (four) weeks to resolve the complaint in mutual consultation.
3. If a complaint is not reported to MIMEMA within the periods specified in the preceding paragraphs, the Product and/or Service will be deemed to conform to the Agreement and function in accordance with the Agreement.
4. Complaints do not suspend the payment obligation of the Other Party if the Other Party is acting in the exercise of a profession or business.

Article 17. Transfer

1. Financial rights and obligations of the Other Party arising from this Agreement cannot be transferred to a Third Party without the prior Written consent of MIMEMA. This provision is intended as a clause with proprietary effect as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.
2. Rights and obligations of MIMEMA arising from this Agreement may be transferred to Third Parties. If the Other Party is a Consumer, the Other Party has the right to terminate the Agreement if the rights and obligations of MIMEMA are transferred to a Third Party. This provision is intended as a clause with proprietary effect as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

Article 18. Additional Work

1. If MIMEMA, at the request of the Other Party or at its own request, with prior Written consent of the Other Party, performs work or other performances that fall outside the content or scope of the Agreement, then these works or performances will be reimbursed by the Other Party according to MIMEMA's usual rates. The Other Party is never obliged to comply with such a request and may demand that a separate Written Agreement be concluded for this.
2. The 'scope of the Agreement' in any case includes the work mentioned in the quotation or in the offer accepted by the Other Party from MIMEMA. Anything beyond this is in any case considered additional work unless explicitly and in Writing otherwise agreed between the Parties.
3. The Other Party accepts that the agreed objectives and expectations may be affected by work or performances as referred to in paragraph 1 of this article.
4. Insofar as a fixed amount has been agreed for the Service, MIMEMA will always inform the Other Party in advance in Writing about the financial consequences of the additional work.

Article 19. Intellectual Property

1. All intellectual property rights relating to and/or resulting from the Agreement executed by MIMEMA rest with MIMEMA. The Other Party only obtains the non-exclusive and non-transferable usage rights that are explicitly granted by these general terms and conditions and the law. Any other or further right of the Other Party is excluded.

2. The documents provided by MIMEMA to the Other Party are intended solely for use by the Other Party. The Other Party is not permitted to disclose or reproduce the obtained information in any form whatsoever. This includes but is not limited to editing, selling, making available, distributing, and integrating into networks, whether edited or not, unless such disclosure and/or reproduction is permitted in Writing by MIMEMA and/or such disclosure and/or reproduction arises from the nature of the Agreement with MIMEMA.
3. Unless explicitly and in Writing otherwise agreed, the Other Party is not authorized to grant sub-licenses to Third Parties.
4. MIMEMA has the right to use the name and logo of the Other Party as a reference or for promotion. This also applies to what MIMEMA creates for the Other Party, such as websites, logos, branding, and similar matters.
5. The Other Party indemnifies MIMEMA against claims from Third Parties regarding intellectual property rights.
6. If MIMEMA has copyright on a portrait created on behalf of the Other Party, the Other Party gives MIMEMA permission to publish the work. This publication is therefore not an infringement of the portrait right of the Other Party.
7. If the Other Party acts in violation of this article, the Other Party owes an immediately payable fine of EUR 30,000 (thirty thousand), without prejudice to MIMEMA's right to claim (additional) compensation.
8. The raw material or created content can be transferred by MIMEMA to the Other Party at a price to be agreed upon.

Article 20. Management

1. MIMEMA is at all times entitled to make changes to the technical and non-technical facilities regarding the Services.
2. The Other Party shall act and behave in accordance with what may be expected of a responsible and careful user of the Service(s).
3. The Other Party is always responsible for any use - including unauthorized use - made of the usage and access rights granted to it. The Other Party will take appropriate and reasonable measures to prevent misuse and/or unauthorized use. The Other Party is not permitted to share usage and/or access rights with Third Parties unless the Parties have explicitly agreed otherwise in Writing.
4. The Other Party will always follow MIMEMA's instructions for the use of the Service(s).
5. A change that, in MIMEMA's reasonable opinion, requires a significant, non-temporary adjustment on the part of the Other Party, will be communicated to the Other Party as soon as possible. The Other Party cannot claim compensation or damages, but has the right to terminate the Agreement as of the date of the announced change.
6. MIMEMA reserves the right to discontinue/remove technical Services if they cause a malfunction or delay in the system. MIMEMA determines whether there is such a malfunction or delay and can block, remove, or discontinue the technical Services without prior notice to the Other Party or take other measures to resolve the malfunction or delay. In these circumstances, the Other Party is never entitled to compensation or damages, nor can they terminate the Agreement.
7. MIMEMA is entitled to temporarily disable or limit the use of its Services without prior notice as far as this is necessary for reasonably required maintenance or necessary adjustments or improvements to the Services performed by (or on behalf of) MIMEMA, without the Other Party having the right to claim compensation or damages from MIMEMA.

Article 21. Confidentiality

1. The Other Party is obliged to maintain the confidentiality of all confidential information obtained from MIMEMA within the framework of the Agreement. Information is confidential if it has been communicated by MIMEMA or if it reasonably follows from the nature of the information.
2. If the Other Party violates paragraph 1 of this provision, the Other Party, regardless of whether the violation can be attributed to the Other Party and without prior notice of default or judicial procedure, owes MIMEMA an immediately payable fine of 20,000 (twenty thousand) euros for each violation, without the need for any form of damage, without prejudice to MIMEMA's other rights, including its right to claim damages in addition to the fine.

Article 22. Non-Solicitation Clause

1. The Other Party shall, during the term of the Agreement and for 1 (one) year after its termination, only hire or otherwise employ MIMEMA employees who have been involved in the execution of the Agreement with MIMEMA's prior Written consent.
2. MIMEMA will not withhold such consent if the Other Party has offered appropriate compensation. Appropriate compensation is defined as at least 10 (ten) months' salary.

Article 23. Exclusivity

1. For the duration of the Agreement, the Other Party grants MIMEMA the exclusive right to execute the assigned Agreement.
2. This may be deviated from, provided it is agreed upon in Writing.

Article 24. Alternative Dispute Resolution

1. If disputes arise between MIMEMA and the Other Party regarding the formation or execution of the Agreement, both Parties may choose alternative dispute resolution instead of the regular court proceedings.
2. If the Other Party is a Consumer and MIMEMA opts for alternative dispute resolution, MIMEMA will inform the Consumer. The Consumer has the option to still choose regular court proceedings. This choice must be communicated in writing to MIMEMA within 1 (one) month after MIMEMA's decision for alternative dispute resolution has been made known to the Other Party.

Article 25. Applicable Law and Competent Court

1. Dutch law exclusively applies to Agreements between MIMEMA and the Other Party.
2. Disputes between the Parties will be attempted to be resolved as much as possible through good consultation. All disputes between the Other Party and MIMEMA will be exclusively settled by the competent court in the district where MIMEMA is located.

Article 26. Survival

1. The provisions of these general terms and conditions and the Agreement that are intended to remain in force after the termination of the agreement will continue to apply undiminished after the end of the Agreement.

Article 27. Changes to the Agreement

1. MIMEMA shall be entitled to amend or supplement these general terms and conditions unilaterally. In such a case, MIMEMA shall inform the Customer in good time of such changes or additions.
2. There shall be a minimum of 30 (thirty) days between such notification and the entry into force of the amended or supplemented terms and conditions.
3. In case the Other Party is a Consumer, the Other Party shall have the opportunity to refuse the amendment to these general terms and conditions or he/she may cancel the Contract.
4. If the amendment referred to in the previous paragraph is based on a valid reason stated in the Agreement, the Other Party has no right to refuse the amendment or dissolve the Agreement. An example of a valid reason is a change in the law which makes it necessary to amend the terms and conditions.
5. These general terms and conditions have been drawn up in Dutch and English. In case of any difference in content or scope, the Dutch text is binding.

CHAPTER II - Service-Specific Conditions

Article 1. Branding Services

1. Branding Services are offered in various packages: branding starter, branding standard, and branding plus.
2. All packages offer the option to purchase digital assets as an extension of the package, including but not limited to content strategy and planning, Canva templates, and the design of business cards.
3. The Other Party may choose to utilize printing Services. If the Other Party opts for this, MIMEMA is responsible for the correct delivery of the necessary files to the printer. MIMEMA cannot be held liable for any printing errors. Nevertheless, MIMEMA will endeavor to resolve such issues within the scope of the Service provided.
4. The Other Party is responsible for investigating and confirming the legal admissibility of using company and brand names, as well as all legal aspects related to the use of a logo, house style, and other intellectual property rights. MIMEMA cannot be held liable for the unlawful use of such items.
5. The Other Party is responsible for obtaining the necessary rights and licenses for the use of certain fonts and other intellectual properties.
6. The Other Party is responsible for securely storing the digital Products delivered.

Article 2. Video and Photo Production and Animation

1. In principle, video production is billed at daily rates, with the possibility of using half days. In exceptional cases, such as pre-production, video production can be provided on an hourly basis. Hourly work is always carried out in consultation and can only be permitted with the Written consent of MIMEMA.
2. In principle, the quotation is prepared based on the project. The quotation is an estimate based on the information provided by the customer.
3. If MIMEMA uses rented equipment, freelancers, or otherwise, these costs will be passed on to the Other Party.
4. The Other Party must ensure that the location is one where it is actually permitted to fly, for example, drones.
5. If permission is required for the desired location, such as a commercial permit, this responsibility lies with the customer. MIMEMA cannot be held liable for this.

Article 3. Website Development & E-commerce Development

1. The Other Party is responsible for providing content, including but not limited to text and visual material, unless otherwise agreed.
2. The Other Party has the option to extend the Services, which may include WhatsApp chat functions, e-commerce certification marks, multilingual sites, and Leadbot installations.
3. MIMEMA is responsible for website development.
4. MIMEMA can develop copywriting and content creation in consultation for a fee.
5. During the execution of the Agreement, there may be bug testing, checks, or otherwise. This is considered normal working practice. Any delays or unavailability during these tests do not result in a liability for damages for MIMEMA.

Article 4. Web Hosting and Maintenance

1. Web hosting and maintenance are agreed upon in accordance with a maintenance contract that is separately agreed upon.
2. MIMEMA is responsible for the regular maintenance of the website, including updating software and plugins, performing security updates, and monitoring the performance of the website.
3. In the event of malfunctions or problems with the hosting services, MIMEMA will make efforts to resolve them as quickly as possible. The Other Party must report such malfunctions immediately to MIMEMA.
4. Insofar as the hosting services are provided by an external hosting provider, MIMEMA is not liable for the availability and performance of the servers of this provider.
5. Backups of the website and the data contained therein are made periodically. In the event of data loss, MIMEMA will make efforts to restore the most recent backup as soon as possible. However, MIMEMA is not liable for data loss unless it is due to intent or gross negligence on the part of MIMEMA.
6. Adjustments or changes to the website that do not fall under regular maintenance will only be carried out after consultation and approval from the Other Party and may incur additional costs.
7. The Other Party is responsible for reporting any defects or errors to MIMEMA and for timely renewing the domain name registration and hosting subscriptions, unless this responsibility is explicitly transferred to MIMEMA in the maintenance contract.
8. All work carried out by MIMEMA outside the agreed maintenance services will be billed based on an hourly rate, unless otherwise agreed in a separate agreement.

Article 5. Email Marketing

1. MIMEMA offers various packages for email marketing Services: starter, standard, and plus.
2. Package prices exclude the costs of external software or Services.
3. MIMEMA takes care of the implementation of email marketing on the website.
4. In the case of email marketing, the Other Party declares that it has obtained the data in good faith and has complied with the guarantees of the GDPR.

Article 6. SEO/SEA

1. Prices depend on the budget of the Other Party and the management fee. Quotations are prepared based on monthly prices.
2. Prices also depend on the desired result. The feasibility of the result is determined based on a keyword analysis, competition research, and any other wishes of the customer in consultation with MIMEMA.
3. MIMEMA charges a management fee for managing Google ads.
4. MIMEMA is not responsible for covering the costs of the ads to Google; this responsibility lies with the Other Party.
5. The Other Party is therefore obliged to keep sufficient budget available for advertisements.