

# OMNIA Web Agency General Terms and Conditions

## ARTICLE 1: SCOPE

- 1.1 These general terms and conditions apply to all offers from and Agreements with TRENSON SENNE. Hereinafter referred to as "OMNIA Web Agency" or "OMNIA" (company number 0668.521.030), notwithstanding any conflicting provisions stated on the Client's documents.
- 1.2 The application of these General Terms and Conditions will be deemed to have been accepted by the Client by signing a Proposal and/or Quotation, which will always refer to these General Terms and Conditions.

## ARTICLE 2: DEFINITIONS

**Proposal:** A document that contains all info regarding a possible collaboration with OMNIA, including a Personal Proposal Section stating the rates as precisely as possible.

**Agreement:** Starts after signing the Proposal (via e-sign). This Agreement is legally binding for both Parties; being OMNIA Web Agency and the Client. Further in the Terms and Conditions, "**Party**" may also refer to an independent third party, such as, but not limited to, a Freelance Partner, external company,...

**Quotation:** If Clients have a request for OMNIA (new order), OMNIA can provide them a Quotation. A signature is not always necessary. See Article 3.

**Client:** Any person or legal entity who enters into an Agreement with OMNIA for any of the Services offered by OMNIA. If the Agreement is terminated for whatever reason, this person is no longer considered a Client.

**Professional Advisors:** These are independent Parties with whom OMNIA Web Agency can enter into partnerships for short or long term. Among other things, to help with the successful delivery of our Services. These include Freelance Partners, Sales Partners and support from third-party companies that OMNIA uses.

**Activities:** This is a broad concept that can include any of the Services that OMNIA offers as well as the specific fulfillment of the Activities to provide these Services to the Client.

**Third parties:** These are all (legal) persons independent of OMNIA Web Agency, such as potential Clients, existing Clients, Freelance Partners, Sales Partners and others.

**Minor Changes:** Minor Changes include adjustments such as adding photos, changing texts, adjusting contact details, changing certain parts of a page, etc. This does not include creating new pages or other larger Activities. What constitutes a Minor Change is always determined by OMNIA Web Agency.

**Subscription:** Any Service in OMNIA's Range of Services that does not include a one-time payment (including dispersed payment of a one-time fee), but involves a recurring fee. This is usually monthly, quarterly or annually. **Termination of Subscription(s):** This concerns the termination of a Subscription and the associated Agreement(s).

**CUSTOM Digital Marketing Package:** This is a Package composed by OMNIA (in consultation with the Client) which includes a series of Add-On Services within our Digital Marketing Range of Services. This Package is always a monthly Subscription.

**WEB Project:** All Work related to designing and launching the website itself, including performing Add-On Services. First part of the (MINI) WEB Package.

Every Client gets access to the **OMNIA App**, the OMNIA Web Agency Client Area. All communication, invoicing, e-signing of Quotations and Proposals, and more, takes place via this Platform, which can also be installed as a mobile App.

**Reduction Mechanism:** All Applicable Reductions for OMNIA Web Agency Services are predefined. These are the Reduction Mechanisms.

### **ARTICLE 3: ORDER CONFIRMATION**

- 3.1 Every Proposal and every Quotation from OMNIA is without obligation for either Party until the moment of acceptance by the Client.
- 3.2 The following is regarded as acceptance (of the Terms and Conditions, Proposal and/or Quotation):
  - Signing of Proposal / Quotation, whether or not digitally or
  - Payment of the Advance Invoice or
  - Written confirmation from the Client or
  - Written request from the Client to start the Work.
- 3.3 Any Order or Order Confirmation by the Client legally binds the Client. The Agreement replaces all previously concluded and/or oral Agreements.
- 3.4 Offers, Proposals, Quotations do not automatically apply to future assignments.
- 3.5 Each Proposal and Quotation is valid for 30 days, unless specifically stated otherwise on the relevant document.

### **ARTICLE 4: DURATION OF THE AGREEMENT**

- 4.1 The Duration of an Agreement depends on the specific Service, see all details below.
- 4.2 Any Termination of a Subscription must be done by e-mail to [senne@omniawebagency.com](mailto:senne@omniawebagency.com)
- 4.3 Cancellation is only valid after written acceptance by OMNIA Web Agency.
- 4.4 **Duration of the Agreement - CUSTOM (MINI) WEB Package**
  - 4.4.1 This part of the Agreement runs until the total amount due is paid. Only after this moment is the entire website and domain name owned by the Client.
  - 4.4.2 Exactly when this is depends on when the website is launched and on the payment option chosen (see "Payment Modalities").
- 4.5 **Duration of the Agreement - CUSTOM Service Package**
  - 4.5.1 When the Client accepts the Agreement for their CUSTOM Service Package, it has a minimum duration of one year.
  - 4.5.2 This Agreement is tacitly renewed annually, but is terminable at least three months prior to the Invoice date of the last Invoice of that year.
  - 4.5.3 The "last Invoice of a year" is the 4th or 12th Invoice with a payment per 3 months or per month respectively.
  - 4.5.4 The only way in which the term of this Agreement can be shortened is if the Package is modified. In that case, a new Agreement is concluded and the initial term of one year applies again.
- 4.6 **Duration of the Agreement - CUSTOM Kickstart Package**
  - 4.6.1 These Agreements run until the total amount due is paid.
- 4.7 **Duration of the Agreement - CUSTOM Digital Marketing Package**
  - 4.7.1 Most Digital Marketing Services within a CUSTOM Digital Marketing Package have a minimum duration of 3 months and are always tacitly renewed afterwards for the same period, but can be cancelled at the beginning of each renewal. So there is a notice period of 3 months.
  - 4.7.2 Specific Services can have a minimum duration of one year and are therefore tacitly extended by one year each time. These can also be cancelled three months prior to last billing of that year. If another term applies, this will be stated in the Proposal.
  - 4.7.3 The term of this Agreement can be shortened in two cases. First; if the Package is modified. A new Agreement is concluded and the initial term of 3 months or 1 year applies again. Second; if Client invokes their Guarantee (if applicable). See further.

## **ARTICLE 5: ANNULATION**

- 5.1 Cancellation of an order by the Client is possible as long as OMNIA Web Agency has not yet performed Work and he will be subject to payment of compensation of 20% of the agreed price (minimum of \$ 250.00 OR € 200.00).
- 5.2 The order can be cancelled directly by e-mail to [senne@omniawebagency.com](mailto:senne@omniawebagency.com).
- 5.3 Cancellation is only valid after written acceptance by OMNIA Web Agency.

## **ARTICLE 6: TERMINATION OF THE AGREEMENT**

- 6.1 If Client is guilty of a serious Contractual Breach that the Client does not remedy within the period as agreed in the Proposal, OMNIA Web Agency has the right to
  - Suspend the Agreement until the Client has fulfilled his obligations and/or
  - Terminate the Agreement with immediate effect and/or
  - Undo certain Work and/or
  - Claim compensation if it is proven that damage has been suffered.The non-payment of one or more Invoices on their due date will always be regarded as a serious Breach of Contract.
- 6.2 Upon Termination of the Agreement by the Client, the Client shall pay all Services provided by OMNIA Web Agency, as well as the costs incurred by OMNIA as a result of this termination, plus a lump-sum compensation of 30% of the amount that OMNIA could have Invoiced to the Client if the Agreement had been fulfilled. In any case, any Advance paid remains acquired for OMNIA. In addition, OMNIA reserves the right to claim a higher compensation if it is proven that the actual damage suffered is greater than the lump sum as determined here.
- 6.3 The exception to the above provision is when it comes to a Guarantee with regard to certain Digital Marketing Services. These special conditions are defined under Article 10.
- 6.4 Nevertheless, each Party agrees to grant the other Party a reasonable period of time to remedy any shortcomings, and to always first seek an amicable settlement.
- 6.5 If the Client fails to comply with one or more obligations arising from these General Terms and Conditions in a timely and proper manner, OMNIA has the right to suspend the delivery in whole or in part or to consider the Agreement as dissolved at the expense of the Client without judicial intervention, without prejudice to the right to compensation.

## **ARTICLE 7: DELIVERY**

- 7.1 If the Parties have expressly agreed on a binding delivery term, this term will be extended if the Client fails to transmit information, documents, originals, images, texts (on time) and to accept the improved proofs (on time), or if the Client places additional orders.
- 7.2 All Work will always start and without exception only after OMNIA has received payment of the Advance.
- 7.3 Please take into account the delivery times as described below.
- 7.4 Unless otherwise agreed, these Terms are indicative only. These are not binding. Delay does not entitle the Client to compensation or Price Reduction, nor to Termination of the Agreement.
- 7.5 **Delivery - CUSTOM (MINI) WEB Package**
  - 7.5.1 MINIWEB Package: First website version can be shown after 2 weeks. Total delivery time of 4 to 5 weeks on average.
  - 7.5.2 WEB Package: First website version can be shown after 4 to 5 weeks. Total delivery time without PRO Digital Marketing (Digital Marketing Campaign) of 8 weeks. With PRO Digital Marketing this increases to a total of 12 weeks on average.
- 7.6 **Delivery - CUSTOM Service Package**
  - 7.6.1 The Service Package Agreement starts approximately 4 weeks after the start of the Work on the website (after payment of the Advance Invoice), both for the CUSTOM WEB Package and the CUSTOM MINI WEB Package.

- 7.6.2 Due date for the Service Package is always on the first day of the month.
- 7.6.3 Depending on the Payment Option chosen, you will then receive the first quarterly or the first monthly Invoice. All details can be found under "Payment Modalities".
- 7.7 Delivery - CUSTOM Kickstart Package**
- 7.7.1 The Kickstart Package is included in the initial Agreement, along with the CUSTOM WEB Package.
- 7.7.2 The exact content of the Kickstart Package can be adjusted during the course of the WEB Project, in consultation between OMNIA and the Client. This can increase or decrease the initial amount. This difference is included in the Balance Invoice.
- 7.7.3 Work within the agreed Kickstart Package starts after payment of an Advance and as soon as this is possible within the total WEB Project.
- 7.8 Delivery - CUSTOM Digital Marketing Package**
- 7.8.1 CUSTOM Digital Marketing Package starts at the earliest after completion of the WEB Project (website launch and full payment) and at the latest 24 weeks after.
- 7.8.2 Without exception, work only starts after full payment of the agreed monthly amount as described in the Agreement.

#### **ARTICLE 8: PAYMENT MODALITIES**

- 8.1 Invoices are sent to the Client electronically (via e-mail) at all times and are also always available to them in the OMNIA App.
- 8.2 All Invoices are payable at the latest on the due date via one of the methods that will be stated on the Invoice in question. Each payment will be charged on the oldest Invoice due, and first on the interest and costs owed.
- 8.3 Reductions expire if the General Terms and Conditions are not respected.
- 8.4 In the event of Invoices not paid in time, an interest of 1% of the Invoice amount will be charged by operation of law and without notice for each month that has expired or started, as well as an amount equal to 10% of the Invoice amount with a minimum of \$ 60.00 OR € 50.00 by way of fixed compensation. OMNIA Web Agency reserves the right to
- Suspend the further fulfillment of its obligations until the Client has paid the overdue Invoices or
  - Terminate the Agreement with immediate effect or
  - Undo work.
- 8.4.1 Payment Plans (see below) are not available for Clients who have not chosen our Web Hosting Service. They will always receive an Advance Invoice of 50% of the total amount as determined in the Personal Proposal Section of the Proposal, with a min. of \$ 250 OR € 200 and a max. of \$ 1 500 or € 1 200.00. After 4 weeks they will receive an Interim Invoice. At website launch they will receive the Balance Invoice.
- 8.5 Payment Modalities - Subscriptions**
- 8.5.1 No installment payment possible.
- 8.5.2 Payment term of 7 days.
- 8.5.3 Due date is always on the first day of the month.
- 8.5.4 The rate at which the Client starts an Agreement is fixed for 2 years. Afterwards, the price can be changed in line with the rates at that time.
- 8.6 Payment Options - CUSTOM MINI WEB Package**
- 8.6.1 Advance Invoice of 50% of the total amount as determined in the Personal Proposal Section of the Proposal, with a minimum of \$ 250.00 OR € 200.00.
- 8.6.2 After this, the balance will be spread over a maximum period of 20 weeks.
- 8.6.3 This equals a maximum of four Interim Invoices and one Balance Invoice.
- 8.6.4 Each Interim Invoice and the Balance Invoice have their due date exactly 4 weeks after the due date of the previous Invoice.
- 8.6.5 A faster Payment Plan is of course possible, and even recommended. The purpose of the installment payment is to make our Services as accessible as possible.
- 8.6.6 Payment Plan is chosen in advance and is stated on the Advance Invoice.

## **8.7 Payment Options - CUSTOM WEB Package**

- 8.7.1 Advance Invoice of 40% of the total amount as determined in the Personal Proposal Section of the Proposal, with a minimum of \$ 600.00 OR € 500.00 and a maximum of \$ 1 200.00 OR € 1 000.00.
- 8.7.2 After this, the balance will be spread over a maximum period of 24 weeks.
- 8.7.3 This equals a maximum of five Interim Invoices and one Balance Invoice.
- 8.7.4 Each Interim Invoice and the Balance Invoice have their due date exactly 4 weeks after the due date of the previous Invoice.
- 8.7.5 A faster Payment Plan is of course possible, and even recommended. The purpose of the installment payment is to make our Services as accessible as possible.
- 8.7.6 Payment Plan is chosen in advance and is stated on the Advance Invoice.

## **8.8 Payment Options - CUSTOM Service Package**

- 8.8.1 Two payment options available for each CUSTOM Service Package:
- Option 1: Payment per month. Recommended if you want to spread the total annual amount as much as possible OR in combination with a Digital Marketing Package, which always entails monthly invoicing anyway.
  - Option 2: Payment per quarter. The advantage of this is less frequent invoicing.
- 8.8.2 There is a payment term of 7 days if you choose a monthly payment and a payment term of 14 days if you choose a quarterly payment. The due date is always on the first day of the month.

## **8.9 Payment Options - CUSTOM Kickstart Package**

- 8.9.1 The Kickstart Package is part of the initial WEB Project Agreement. This means that the amount is included in the Payment Plan of the CUSTOM WEB Package, see 8.7.

## **8.10 Payment Options - CUSTOM Digital Marketing Package**

- 8.10.1 See 8.5 "Payment Modalities - Subscriptions".

## **ARTICLE 9: REDUCTION MECHANISMS**

### **9.1 Reduction Mechanisms - CUSTOM MINI WEB Package**

- 9.1.1 No Redesign Reduction possible.
- 9.1.2 Upgrade to CUSTOM WEB Package Reduction:
- Level 1: \$ 100.00 Reduction with an Upgrade worth \$ 1 195.00 - \$ 1 799.00.  
OR € 100.00 Reduction with an Upgrade worth € 995.00 - € 1 499.00.
  - Level 2: \$ 150.00 Reduction with an Upgrade worth \$ 1 800.00 - \$ 2 499.00.  
OR € 150.00 Reduction with an Upgrade worth € 1 500.00 - € 1 999.00.
  - Level 3: \$ 200.00 Reduction with an Upgrade from \$ 2 500.00.  
OR € 200.00 Reduction with an Upgrade from € 2 000.00.
- 9.1.3 OMNIA Web Agency has full discretion to decide whether there is an Applicable Reduction and if so, which Level applies.

### **9.2 Reduction Mechanisms - CUSTOM WEB Package**

- 9.2.1 Redesign Reduction possible for Clients with an existing website:
- Level 1: \$ 100.00 OR € 100.00 Reduction if there is an existing website of which almost nothing can be used for designing the new website.
  - Level 2: \$ 150.00 OR € 150.00 Reduction if there's an existing website from which we can use texts/content, gain inspiration for the design of the new website.
  - Level 3: \$ 200.00 OR € 150.00 Reduction if there's an existing website where we can use much of the design & content as basis for the design of the new website.
- 9.2.2 Digital Marketing Reduction possible if your CUSTOM WEB Package includes the PRO Digital Marketing and PRO Speed Upgrades. When the Balance Invoice is calculated, Client will receive 10% of the total amount of the WEB Package in the form of Credits. These can be used as Applicable Reduction for the monthly Digital Marketing Services.
- 9.2.3 OMNIA Web Agency has full discretion to decide whether there is an Applicable Reduction and if so, which Level applies.

### **9.3 Reduction Mechanisms - CUSTOM Service Package**

9.3.1 Applicable Reduction based on the Service Package total yearly amount:

- Level 1: NO Reduction between \$ 95 - \$ 229 OR € 95 - € 219.
- Level 2: 1 free to use Working Hour between \$ 230 - \$ 479 OR € 220 - € 399.
- Level 3: 2 free to use Working Hours between \$ 480 - \$ 599 OR € 400 - € 499.
- Level 4: 10% + 2 free to use Working Hours from \$ 600.00 OR € 500.00.

### **9.4 Reduction Mechanisms - CUSTOM Kickstart Package**

9.4.1 There is no Reduction Mechanism for the CUSTOM Kickstart Package.

### **9.5 Reduction Mechanisms - CUSTOM Digital Marketing Package**

9.5.1 Applicable Reduction based on the total monthly amount:

- Level 1: NO Reduction between \$ 150 - \$ 299.00 OR € 100 - € 299.
- Level 2: 2.5% Reduction between \$ 300 - \$ 599 OR € 300 - € 499.
- Level 3: 5% Reduction between \$ 600 - \$ 1 199 OR € 500 - € 999.
- Level 4: 7.5% Reduction between \$ 1 200 - \$ 2 399 OR € 1 000 - € 1 999.
- Level 5: 10% Reduction from \$ 2 400 OR € 2 000.

9.5.2 Applicable Loyalty Reduction (on top of Reduction as described under 9.5.1):

- Level 1: 1% additional Reduction from 12 months.
- Level 2: 2% additional Reduction from 24 months.
- Level 3: 3% additional Reduction from 36 months.
- Level 4: 4% additional Reduction from 42 months.
- Level 5: 5% additional Reduction from 60 months.

### **9.6 Lifetime Reduction**

9.6.1 Only applicable if expressly stated on the Proposal.

9.6.2 This concerns an Applicable Reduction of 5% on all our Services, as long as there is no interruption with using the OMNIA Web Agency Services as a Client.

9.6.3 The Lifetime Reduction can be used in place of a lower Reduction that is part of another Reduction Mechanism. For example, the other Reduction Mechanism may hold an Applicable Reduction of 2.5%. In that case, the Client will receive a 5% Reduction. Not 2.5%, but not 7.5% either. Similarly, any other Applicable Reduction of 10% will also remain 10%. This is not increased by 5%.

9.6.4 Thus, the Client will always receive the highest Applicable Reduction in accordance with the predetermined Reduction Mechanisms of Article 9.

## **ARTICLE 10: GUARANTEE**

10.1 OMNIA Web Agency commits to performing all Work with care, this Guarantee applies to all Agreements between OMNIA Web Agency and the Client.

### **10.2 SEO Marketing Guarantee**

10.2.1 Description of the Guarantee: "We Guarantee that the website designed by OMNIA Web Agency will rank on the first page of Google results 6 months after the start of the monthly SEO Marketing efforts. If not, the Client can withdraw from the Agreement early and/or get a partial reimbursement. Furthermore, the Client retains any backlinks and citations that may have been created as a compensation because we were unable to keep our promise."

10.2.2 This Guarantee is only valid if the following is expressly stated on the Proposal: "SEO Marketing Guarantee Applicable to this Agreement".

10.2.3 The exact content of the proposed goals will be included in the Proposal.

10.2.4 OMNIA Web Agency reserves the exclusive right to determine when this can be stated on an Agreement.

10.2.5 Terms of this Guarantee:

- After receiving the 7th monthly Invoice, the Client has 7 calendar days to object to OMNIA Web Agency by email to [senne@omniawebagency.com](mailto:senne@omniawebagency.com). Failure to do so will invalidate the possibility of making a claim under this Guarantee.
- When the Client pays this Invoice, the Guarantee is not effective and the Client remains bound.

- If the intended results (as described in the Agreement) have been achieved, the Guarantee is not effective and the Client remains bound.
- If the Agreement is terminated as a result of this Guarantee, all backlinks and citations, if any, will remain.
- Calculation for reimbursement is done as follows: 50% of the total amount paid for the monthly SEO Marketing Work in context of Client's CUSTOM Digital Marketing Package. This amount will be refunded as follows: 50% of this amount will be refunded in cash via Credit Note and 50% in Credits to use for our Services, with a validity of 2 years from the date the Credits were paid.

### **10.3 Social Media Marketing (SMM) Guarantee**

10.3.1 Description of the Guarantee: "Under certain conditions, we offer a Guarantee on predetermined goals with SMM. If we do not achieve these goals 6 months after the start of the monthly efforts, the Client can withdraw from the Agreement early and/or get a partial reimbursement. All posts and other materials we produced will be preserved."

10.3.2 This Guarantee is only valid if the following is expressly stated on the Proposal: "Social Media Marketing Guarantee Applicable to this Agreement".

10.3.3 The exact content of the proposed goals will be included in the Proposal.

10.3.4 OMNIA Web Agency reserves the exclusive right to determine when this can be stated on an Agreement.

10.3.5 Terms of this Guarantee:

- After receiving the 7th monthly Invoice, the Client has 7 calendar days to object to OMNIA Web Agency by email to [senne@omniawebagency.com](mailto:senne@omniawebagency.com). Failure to do so will invalidate the possibility of making a claim under this Guarantee.
- When the Client pays this Invoice, the Guarantee is not effective and the Client remains bound.
- If the intended results (as described in the Agreement) have been achieved, the Guarantee is not effective and the Client remains bound.
- If the Agreement is terminated as a result of this Guarantee, all posts and other materials we produced will be preserved.
- Calculation for reimbursement is done as follows: 50% of the total amount paid for monthly Social Media Marketing Work in context of Client's CUSTOM Digital Marketing Package. This amount will be refunded as follows: 50% of this amount will be refunded in cash via Credit Note and 50% in Credits to use for our Services, with a validity of 2 years from the date the Credits were paid.

### **10.4 eMail Marketing Guarantee**

10.4.1 Description of the Guarantee: "Under certain conditions, we offer a Guarantee on predetermined goals with eMail Marketing. If we do not achieve these goals 6 months after the start of the monthly efforts, the Client can withdraw from the Agreement early and/or get a partial reimbursement."

10.4.2 This Guarantee is only valid if the following is expressly stated on the Proposal: "eMail Marketing Guarantee Applicable to this Agreement".

10.4.3 The exact content of the proposed goals will be included in the Proposal.

10.4.4 OMNIA Web Agency reserves the exclusive right to determine when this can be stated on an Agreement.

10.4.5 Terms of this Guarantee:

- After receiving the 7th monthly Invoice, the Client has 7 calendar days to object to OMNIA Web Agency by email to [senne@omniawebagency.com](mailto:senne@omniawebagency.com). Failure to do so will invalidate the possibility of making a claim under this Guarantee.
- When the Client pays this Invoice, the Guarantee is not effective and the Client remains bound.
- If the intended results (as described in the Agreement) have been achieved, the Guarantee is not effective and the Client remains bound.

- Calculation for reimbursement is done as follows: 50% of the total amount paid for the monthly eMail Marketing work in context of Client's CUSTOM Digital Marketing Package. This amount will be refunded as follows: 50% of this amount will be refunded in cash via Credit Note and 50% in Credits to use for our Services, with a validity of 2 years from the date the Credits were paid.

#### **10.5 Reputation Marketing Guarantee**

- 10.5.1 Description of the Guarantee: "Under certain conditions, we offer a Guarantee on predetermined goals with Reputation Marketing. If we do not achieve these goals 6 months after the start of the monthly efforts, the Client can withdraw from the Agreement early and/or get a partial reimbursement."
- 10.5.2 This Guarantee is only valid if the following is expressly stated on the Proposal: "Reputation Marketing Guarantee Applicable to this Agreement".
- 10.5.3 The exact content of the proposed goals will be included in the Proposal.
- 10.5.4 OMNIA Web Agency reserves the exclusive right to determine when this can be stated on an Agreement.
- 10.5.5 Terms of this Guarantee:
- After receiving the 7th monthly Invoice, the Client has 7 calendar days to object to OMNIA Web Agency by email to [senne@omniawebagency.com](mailto:senne@omniawebagency.com). Failure to do so will invalidate the possibility of making a claim under this Guarantee.
  - When the Client pays this Invoice, the Guarantee is not effective and the Client remains bound.
  - If the intended results (as described in the Agreement) have been achieved, the Guarantee is not effective and the Client remains bound.
- 10.5.6 Calculation for reimbursement is done as follows: 50% of the total amount paid for the monthly Reputation Marketing Work in context of Client's CUSTOM Digital Marketing Package. This amount will be refunded as follows: 50% of this amount will be refunded in cash via Credit Note and 50% in Credits to use for our Services, with a validity of 2 years from the date the Credits were paid.

#### **ARTICLE 11: COMPLAINTS - PROTEST OF THE INVOICE - TERMINATION OF THE AGREEMENT**

- 11.1 Any Protest must be sent to OMNIA Web Agency by motivated email to [senne@omniawebagency.com](mailto:senne@omniawebagency.com) within 14 calendar days.
- For Complaints or Disputes with regard to the Services provided, the term starts the day after delivery.
  - With regard to the Invoice, the term starts on the Invoice date. In the absence of timely Protest, Services/Invoices are definitively accepted and payment is due.

#### **ARTICLE 12: LIABILITY**

- 12.1 OMNIA Web Agency commits to performing all Services with care. OMNIA is not liable for errors in execution due to insufficient or incorrect input by the Client.
- 12.2 OMNIA's liability with regard to Services provided to the Client is in any case limited to either the refund of the price paid by the Client or the redelivery of the Services, at OMNIA's discretion. The total liability of OMNIA will never exceed the price paid by the Client to OMNIA Web Agency for the Services that gave rise to the claim.
- 12.3 Any claim for damages must be notified to OMNIA by the Client at the latest 14 calendar days from becoming aware of the damage directly by email to [senne@omniawebagency.com](mailto:senne@omniawebagency.com).
- 12.4 For errors and omissions arising from Services provided by third parties such as the hosting company, OMNIA Web Agency does not accept any liability above or other than the liability that the third party suppliers are willing to accept for their products or services.
- 12.5 OMNIA Web Agency can also never be held liable for damages if the digital material or texts supplied by the Client violates Belgian or international law (such as copyright law).
- 12.6 OMNIA Web Agency is never liable for the content added and/or changed by the Client to the website.



### **ARTICLE 13: FORCE MAJEURE**

- 13.1 Force majeure situations such as fire, administrative measures and other unexpected events over which OMNIA Web Agency has no control, release OMNIA, for the duration of the nuisance and for their scope, from its obligations, without the Client being entitled to any price Reduction or any other form of compensation.
- 13.2 The Client acknowledges that with regard to software development, the flawless functioning of a computer configuration (all hardware and software) can never be Guaranteed and that this, as well as certain cases of force majeure or malicious intent (hacking, denial of service, ...) include may result in the loss of (even all) the Client's programs and/or data. The Client therefore commits to taking the necessary precautions so that consequences of such circumstances are limited. In addition, the Client expressly acknowledges that they can insure themselves for the harmful consequences that such events would have for their business processes, managed Client data, personal data and other data.

### **ARTICLE 14: CONFIDENTIALITY AGREEMENT**

- 14.1 Each party commits to keeping the commercial and technical information and trade secrets that they learn from the other Party, even after the termination of the Agreement secret, and to use them only for the fulfillment of the Agreement.
- 14.2 The only exceptions to this are:
- To the extent required by a mandatory legal or regulatory requirement or by a competent authority, in which case the Parties shall agree on the content of the information to be disclosed;
  - To its own Professional Advisers subject to Confidentiality and only to the extent necessary for a lawful purpose;
  - In the defense of a Party in legal proceedings or arbitration;
  - To the extent such information becomes public knowledge, other than as a result of improper disclosure by either Party.
- 14.3 Failure to comply with the Confidentiality Agreement will be seen as a serious Breach of Contract. This may lead to immediate termination of the Agreement with the consequences as described in Article 5.

### **ARTICLE 15: REFERENCE + TESTIMONIAL**

- 15.1 The Client agrees that the Services performed by OMNIA Web Agency will be included in OMNIA's Reference Portfolio and may be shown to Third Parties as a Reference, including mention of name.
- 15.2 The Client agrees to write a testimonial through one of the by OMNIA designated channels within 4 weeks after receiving such a request from OMNIA Web Agency.
- 15.3 If the Client has Complaints, he commits to first communicate them to OMNIA and to give OMNIA the chance to transform his negative experience into a positive one - before the Client makes his Testimonail public. Failure to comply with this will be seen as a serious Breach of Contract. OMNIA strives for 100% Client Satisfaction.
- 15.4 Of course, the final public Testimonial must always be written in full truth.

## **ARTICLE 16: OTHER PROVISIONS**

- 16.1 When signing the Agreement for a CUSTOM (MINI) WEB Package, this also means the start of a Service Package Agreement. If the PRO Digital Marketing Upgrade was chosen, this is also accompanied by a legally binding Agreement to start a CUSTOM Digital Marketing Package with a minimum duration of 3 months within 24 weeks after launching the website.
- 16.2 Every effort is made to have the website designed by OMNIA indexed in Google, as well as other search engines, as quickly as possible. However, OMNIA Web Agency cannot Guarantee the position the website will receive in the search engines (see exception in Article 10.2 for specific SEO Marketing Guarantees).
- 16.3 Insofar as required for the proper execution of the Agreement, OMNIA Web Agency has the right to have Work performed by Third Parties.
- 16.4 Physical travel is never included in the Agreements. If this is nevertheless required by the Client, a fee will be charged on the Invoice of \$ 0.50/km OR € 0.40/km excl. VAT (from the 1st kilometer). In addition, an amount will be charged of at least 2 working hours.
- 16.5 OMNIA reserves the right to use the knowledge gained through the fulfillment of the Work for other purposes, insofar as no confidential information is disclosed to Third Parties (excluding Freelance Partners and Sales Partners).
- 16.6 Both Parties accept that the concept of a website will in principle not be protected by Intellectual Property Rights\*. You can therefore also find a similar structure and/or design features on other websites developed by OMNIA Web Agency.  
\*These are all intellectual, industrial and other property rights, such as copyrights, neighboring rights, brands, trade names, logos, patents, patent applications, domain names, know-how, rights to databases and so on.
- 16.7 By confirming the order as described in Article 3, the Client expressly accepts all General Terms and Conditions of OMNIA Web Agency. All opposing Terms and Conditions on the Client's orders are therefore considered null and void.
- 16.8 The entire website, including domain name, remains the property of OMNIA Web Agency until the Balance Invoice (total amount due) is paid.
- 16.9 OMNIA Web Agency reserves the right to change General Terms and Conditions.
- 16.10 All amounts stated on the OMNIA Web Agency website and/or in other documents are exclusive of 21% VAT, if applicable, unless stated otherwise.
- 16.11 Applicable Reductions on Subscriptions (recurring Invoices) will continue to apply for the stipulated period, as described in the Proposal.
- 16.12 Unless otherwise specified in the Clients' agreement or unless outside forces require us to, we will not reflect any changes in our pricing structure to existing Clients during their first 2 years as a client with us. This Protection is valid on their CUSTOM Service Package and any chosen Digital Marketing Services. The 2 year period starts from the first Service Package Payment and first Digital Marketing Services payment respectively. The Protection expires if the Client cancels any of these Services. The Protection isn't valid when they start new Agreements with us, such as the development of an additional website. However the Protection will start again using the Pricing that's active at that time.

## **ARTICLE 17: NULLITY**

- 17.1 If any provision of the General Terms and Conditions is invalid, the remaining provisions will remain in full force and effect and OMNIA Web Agency and the Client will replace the invalid provision with another provision that approximates the purpose and intent of the invalid provision as closely as possible.

## **ARTICLE 18: APPLICABLE LAW - COMPETENT COURT**

- 18.1 Belgian law applies to the Agreements of OMNIA Web Agency. Any Dispute regarding the conclusion, validity, execution and/or Termination of this Agreement will be settled by the court of Oudenaarde.