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Terms and Conditions

Version: 25 July 2025

TRUSTED BY CLIENTS ON TOP REVIEW PLATFORMS

Clutch

sortlist

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Preamble: These Terms and Conditions (“Terms”) govern all agreements and services between Studio Ubique (“we”, “us” or the Contractor) and the Client (“you”). By approving our quotation, signing a service agreement, or using our services, you confirm that you have read and agree to these Terms. These Terms are designed to comply with applicable laws (including the EU General Data Protection Regulation (GDPR), the EU Digital Services Act (DSA), and EU consumer protection law) and to clearly outline the rights and responsibilities of both parties. Please read them carefully in conjunction with our [Privacy Policy](#) (Version March 14, 2025) which describes how we handle personal data. If you have any questions, contact us at hello@studioubique.com.



1. Definitions

1.1 “Studio Ubique” or “Contractor” – Studio Ubique, a company registered in Zwolle, The Netherlands, Chamber of Commerce (KvK) No. 82942595.

1.2 “Client” – The person or entity that enters into an Agreement with Studio Ubique for the provision of design, development, branding, marketing, or other services.

1.3 “Order” – The specific activities or Deliverables to be provided by Studio Ubique to the Client, as described in the Agreement (e.g. in a proposal, quotation, or statement of work).

1.4 “Agreement” – The written service agreement between Studio Ubique and the Client, including these Terms, any annexes, and any project-specific documents (such as a formal quote or proposal) confirmed in writing (including via email or e-signature).

1.5 “Deliverables” – The final products, designs, software, content, or other materials to be delivered by Studio Ubique to the Client as a result of the Services.

1.6 “Services” – The services to be provided by Studio Ubique as agreed in the Agreement. This may include (but is not limited to) design, development, branding, growth/marketing services (such as Search Engine Optimization (SEO) or digital marketing campaigns), hosting, or technical maintenance services.

1.7 “Confidential Information” – Any non-public information, in any form, disclosed by one party to the other in connection with the Agreement, which is designated as confidential or would reasonably be understood to be confidential given the nature of the information (including business secrets, client data, technical information, etc.).

1.8 “Working Day” – A normal business day (Monday–Friday) excluding Dutch national holidays.

1.9 Other Terms: Any other capitalized terms in these Terms shall have the meaning ascribed to them in the context of their use or as separately defined in the Agreement or annexes.

2. Agreement, Offer, and Confirmation

2.1 Applicability of Terms: These Terms apply to all offers, agreements, and Services between Studio Ubique and the Client. They prevail over any of the Client’s general terms unless explicitly agreed otherwise in writing. By engaging Studio Ubique or accepting an offer, the Client acknowledges the applicability of these Terms.

2.2 Offers and Validity: Unless stated otherwise, written offers or quotations provided by Studio Ubique are valid for 30 days from the offer date. They include a description of Services and prices, excluding applicable taxes (e.g. VAT) or government levies unless specified. Changes in project scope or requirements requested by the Client can render the original offer void or subject to adjustment. Studio Ubique is not bound by any offer that the Client could reasonably recognize as a clear error or typo (for example, an obvious pricing mistake). Any rates or conditions in an offer apply only to that specific offer and not automatically to future projects.

2.3 Acceptance and Confirmation: The Client accepts an offer and confirms an Order by approving and signing the quotation (including via digital signature or e-signature through our online system, e.g. Moneybird). Upon confirmation, the Agreement is formed, and these Terms become binding. By confirming, the Client also agrees to the incorporation of any relevant annexes and our Privacy Policy (March 14, 2025) as part of the Agreement. If the Client requires any purchase order or reference number on our invoices, they shall provide it before the invoice is issued.

2.4 Commencement of Work: Studio Ubique will begin executing the Order after receiving the Client’s confirmation and any required upfront payment (see Section 10 on Payment Terms). Timely commencement may also depend on the Client fulfilling initial obligations, such as providing necessary materials or access (see Section 3.2).

2.5 Transfer of Orders: The Client may not transfer or assign an Order or the Agreement to any third party without Studio Ubique’s prior written consent. If Studio Ubique agrees to a transfer, the Client shall pay for all work performed up to the transfer date and any reasonable transfer costs. The original Client remains responsible for obligations incurred before the transfer is completed.

2.6 Scope of Services: The Services to be provided are limited to those expressly described in the Agreement (and any documents incor-



porated therein). The Client acknowledges that any work or features outside the agreed scope (including “scope creep” – additional requests or changes not agreed upfront) will be considered additional work and may result in extra fees and adjusted timelines. Studio Ubique is not required to perform out-of-scope work unless both parties agree in writing to the changes, including any impact on cost or timing. We will notify the Client in advance of any cost increases or delays resulting from changes to the scope.

2.7 Prices Not Binding for New Projects: Specific prices, discounts, or conditions offered in one project or quote do not automatically apply to other or future projects. Each project is treated individually.

2.8 Deadlines and Client Cooperation: Studio Ubique strives to meet all agreed deadlines and project schedules. However, meeting time-lines requires timely cooperation from the Client. The Client agrees to provide all necessary feedback, materials, and approvals by the dates set in the project plan or within a reasonable timeframe if no specific date is given. If the Client’s feedback or required input is delayed by more than 14 days from request, or if the Client is otherwise unresponsive, Studio Ubique may extend the project timeline and/or charge for idle time or extra work caused by the delay. Any new deadline will be reasonably rescheduled. Studio Ubique will not be responsible for missing a deadline if the delay is caused by the Client’s action or inaction.

2.9 Compliance with Laws: Studio Ubique will perform the Agreement in accordance with applicable laws and regulations. Likewise, the Client shall ensure that their requests and use of our Services will not cause either party to violate any laws. Notably, if the Services involve digital or online content, the Client must comply with relevant EU digital regulations (e.g. refrain from requesting illegal content or practices). Both parties commit to cooperation in good faith to comply with GDPR (see Section 5) and other applicable laws throughout the performance of the Agreement.

2.10 Consumer Rights (Cooling-off Period): If the Client is a natural person acting for purposes outside their trade, business, or profession (a consumer), the Client may have a legal right under EU law to withdraw from a distance contract within 14 days of concluding the Agreement, without giving any reason. If the Client qualifies as a consumer and wishes to exercise this right, they must notify Studio Ubique in writing (e.g. by email to hello@studioubique.com) within the 14-day cooling-off period. In case of valid withdrawal, Studio Ubique will refund any payments for Services not yet provided. Exception: If the Client (consumer) has expressly requested that we begin the Services during the 14-day cooling-off period and acknowledges that the right of withdrawal is lost once the Service is fully performed, then the 14-day withdrawal right will end upon full delivery of the Service. Additionally, the right of withdrawal does not apply to services that have been fully provided within the 14-day period with consent, nor to custom-made products or digital content that has been delivered and used with the consumer’s consent before the period ends. Nothing in these Terms affects any statutory rights of consumers beyond what is permitted to be waived.

2.11 Service-Specific Terms: Certain services provided by Studio Ubique require additional terms or deviating conditions. In particular:

- **SEO & Marketing Services:** If the Order includes search engine optimization, digital marketing, or growth hacking services, the supplemental terms in Annex A (SEO & Digital Marketing Services) will apply, in addition to these general Terms.
- **Hosting, Domains & Technical Services:** If the Order includes domain name registration, web hosting (shared or VPS), website maintenance, or related technical services, the supplemental terms in Annex B (Hosting, Technical Maintenance & Related Services) will apply, in addition to these general Terms.

These annexes are incorporated by reference and are an integral part of the Agreement. In the event of any conflict between the annex terms and these general Terms, the annex terms will prevail for the specific services they cover.

3. Implementation of the Agreement

3.1 Project Execution – Standard of Care: Studio Ubique will carry out the Services with due skill, care, and professionalism. We are committed to delivering high-quality results and will keep the Client reasonably informed of progress at agreed project milestones. Both parties agree to communicate openly and promptly throughout the project.

3.2 Client’s Responsibilities and Cooperation: The Client shall provide all information, materials, and access needed for Studio Ubique to perform the Services in a timely manner. This includes (where applicable) providing text, images, logos, brand guidelines, credentials for systems (e.g. content management system, hosting control panel, analytics accounts), and any other content or data required. The Client represents that it has all necessary rights or licenses for any materials it supplies to Studio Ubique. The Client will also ensure that decision-makers or stakeholders are available for reviews, approvals, and discussions as reasonably needed. Client delays or omissions in providing required materials, access, or feedback may lead to project delays and additional costs (see Section 2.8 and Section 9.1).

3.3 Approvals and Sequential Work: The project may be divided into phases or milestones. Studio Ubique may require the Client’s approval at various stages (e.g. design sign-off before development). Studio Ubique is entitled to rely on Client approvals as confirmation that the work to that stage meets the requirements. Once a stage is approved, any subsequent changes may be treated as scope changes (per Section 2.6).



Studio Ubique will proceed to the next phase of work only after receiving the Client's explicit approval for the prior phase or deliverable.

3.4 Timetable and Extensions: If either party foresees that a deadline cannot be met, it will notify the other party in writing before the deadline expires. The parties will mutually discuss an adjusted timetable. Minor overruns of deadlines by Studio Ubique (for reasons other than Client delay or force majeure) shall not be considered a breach of contract, provided Studio Ubique has made reasonable efforts and the delay is communicated. If a fixed deadline is explicitly marked as "essential" in the Agreement and Studio Ubique fails to meet it due to its own fault, the Client may have the right to some remedy or to terminate the Agreement for breach, as further described in Section 11.2.

3.5 Modifications and Change Requests: If during execution it appears that the project needs to be modified or expanded (for example, due to new insights, technical challenges, or changed requirements), both parties will discuss such modifications in good faith. Changes to the Agreement (including scope, deliverables, or timeline) must be agreed in writing (email suffices) and may be subject to revised fees or deadlines. Studio Ubique will inform the Client of any financial, technical, or timeline impact before the Client approves a change.

3.6 Use of Subcontractors: (See Section 4 for Third-Party involvement.)

3.7 Testing, Review, and Acceptance: Where applicable, Studio Ubique will make available prototypes, drafts, or test versions of Deliverables for the Client's review. Both parties will test and review interim results to identify any issues or necessary adjustments early. The Client agrees to thoroughly review any deliverable or completed project within 10 working days of receipt and promptly notify Studio Ubique of any deficiencies or deviations from the Agreement. After this review period, if no issues are reported, the deliverable may be deemed accepted. Minor defects that do not substantially impair the use of the Deliverable will not delay acceptance, but Studio Ubique will still fix such defects as part of the warranty (see Section 12.5) or maintenance process.

3.8 Client Delay or Miscommunication: The Client acknowledges that effective cooperation is essential. If the Client's lack of cooperation, provision of incorrect/incomplete information, or misrepresentation of requirements causes rework or delays, Studio Ubique may charge for the additional effort and adjust deadlines accordingly. Furthermore, any misrepresentation by the Client of material facts (for example, claiming to have rights to certain content when they do not, or misrepresenting the project's purpose) that significantly affects the Services may be grounds for Studio Ubique to suspend work or terminate the Agreement under Section 11.3, without liability for resulting delays.

3.9 Excluded Tasks: Unless explicitly agreed, Studio Ubique's responsibility does not include obtaining permits, consents or regulatory approvals, conducting legal compliance reviews, or performing exhaustive quality assurance beyond industry-standard testing. The Client is responsible for ensuring that the Deliverables comply with any special laws or regulations applicable to the Client's industry or jurisdiction (unless the Agreement specifically includes compliance consulting as part of the Services). For example, if the Client operates in a regulated sector (finance, medical, etc.), the Client should review Deliverables for compliance or engage appropriate experts.

3.10 Data Security & Storage: Studio Ubique will take commercially reasonable measures to protect any data, files, or materials provided by the Client against unauthorized access or loss (for instance, by using secure storage and backup practices). However, unless a specific higher security standard is agreed, the Client understands that no system is completely immune to breaches. Studio Ubique cannot guarantee absolute security of digital data and shall not be liable for breaches or data loss beyond its reasonable control. The Client is encouraged to retain copies of all materials provided to Studio Ubique. After completion of the project, neither party is obligated to continue storing project-related materials or data, except as required by law or as agreed (see also Section 6.3 and our Privacy Policy for data retention periods).

3.11 Completion and Acceptance of Work: Upon completing the Services or a project phase, Studio Ubique will notify the Client and may present a completion form or acceptance document. The Client's sign-off or affirmative confirmation (including email confirmation) that deliverables are satisfactory constitutes acceptance. If the Client puts a Deliverable (e.g. a website or design) into live use or publicly launches it, that use will also constitute acceptance of that Deliverable.

3.12 Revision Rounds: For design and creative work, Studio Ubique typically includes a limited number of revision rounds as specified in the quotation (e.g. three rounds of revisions per design or page). Revisions mean iterative minor adjustments based on Client feedback. If the Client requests additional revision rounds or major redesigns beyond what was agreed, Studio Ubique reserves the right to charge extra fees (at our standard hourly rate or as quoted) for the additional work. We will inform the Client when requested changes fall outside the included revisions.

3.13 Post-Project Changes: The Client is responsible for any changes they or third parties make to the Deliverables after delivery. For example, if the Client edits website content or code via a content management system (CMS) after final handover, any resulting issues are not the responsibility of Studio Ubique. Subsequent modifications by the Client may also void certain warranties (see Section 12.5).



4. Use of Third Parties

4.1 Subcontracting and Team Collaboration: Studio Ubique may involve third-party contractors or specialists (such as freelance developers, designers, copywriters, or partner agencies) to perform parts of the Services, provided that Studio Ubique remains responsible for the overall results and quality of the Services. We will ensure that any subcontractors are qualified to perform their assigned tasks. Studio Ubique remains the Client's primary point of contact and will manage any third parties working on the project.

4.2 Procurement of Third-Party Services or Products: If the project requires purchasing third-party services or products (for example, stock images, software licenses, web plugins, or hosting services not provided directly by Studio Ubique), Studio Ubique can assist the Client in procurement. We will do so either as the Client's agent (with prior approval) or by referring the Client to suitable providers. Any costs of third-party items will be communicated to and approved by the Client before purchase. Such third-party costs may be passed through to the Client at cost (with no markup) or included in our fees as agreed.

4.3 Budget Management: If the Client provides a budget for third-party expenses or media spend (e.g. online advertising spend for a marketing campaign), Studio Ubique will use reasonable efforts to manage and not exceed that budget. The Client may be required to pay certain third-party fees directly (for example, setting up their own account with an ad platform or stock image provider), or to pay Studio Ubique in advance to cover those costs, as agreed in the project plan.

4.4 Shared Responsibility: When Studio Ubique purchases goods or services on the Client's behalf with the Client's approval, both Studio Ubique and the Client will cooperate to address any issues with those third-party products or services. For instance, if a third-party software used in the project has a bug, Studio Ubique will liaise with the vendor for a fix, but the vendor ultimately is responsible for its product. The Client agrees that third-party terms (such as license terms for software or stock content) may apply to the use of those items, and the Client will abide by those terms.

4.5 No Unwarranted Guarantees: Studio Ubique will not offer guarantees on third-party products or services beyond what the third party provides. The Client's recourse for failure of a third-party product (e.g. a plugin malfunction) will be limited to what the third-party offers, though Studio Ubique will support the Client in seeking a remedy.

4.6 Client-Engaged Third Parties: If the Client directly contracts any third party to work in conjunction with Studio Ubique (e.g., the Client hires an SEO consultant or another agency separately), Studio Ubique is not responsible for their work or deliverables. The Client should ensure such third parties cooperate with our team. We will coordinate as reasonably possible, but if a third party's actions impede our work or cause issues, Studio Ubique will not be liable for resulting delays or damages.

5. Data Protection and Privacy

5.1 Compliance with GDPR: Both Studio Ubique and the Client shall comply with applicable data protection laws, including the EU General Data Protection Regulation (GDPR) and relevant national laws, with respect to any personal data processed under the Agreement. Studio Ubique's Privacy Policy (version March 14, 2025) is hereby incorporated by reference and governs how we collect, use, store, or share personal data in the course of providing Services. The Privacy Policy includes details on what data we collect, why we collect it, how we safeguard it, how long we retain it, and the rights individuals have regarding their data.

5.2 Personal Data Provided by Client: If the Client provides Studio Ubique with personal data (for example, customer lists, user data from the Client's systems, or credentials giving access to personal data), the Client represents and warrants that it has the legal right to do so (e.g. obtained necessary consents from data subjects or has another valid legal basis). The Client will inform Studio Ubique of any special data handling requirements. Studio Ubique will treat all such personal data as Confidential Information and will process it solely for the purposes of fulfilling the Agreement, in accordance with the Client's instructions and the Privacy Policy. If required by law, the parties will enter into a separate Data Processing Agreement (DPA) to govern Studio Ubique's processing of personal data on the Client's behalf (for instance, if Studio Ubique is acting as a "processor" for the Client as "controller" under GDPR).

5.3 Data Security Measures: Studio Ubique implements appropriate technical and organizational measures to protect personal data and other sensitive information against unauthorized access, alteration, disclosure, or destruction. These measures include, for example, encrypted storage, secure servers with firewall protection, and access controls such as two-factor authentication. We also ensure that any personnel or subcontractors who handle personal data are bound by confidentiality and data protection obligations.

5.4 International Data Transfers: If it is necessary to transfer personal data outside the European Economic Area (EEA) (for example, if the Client or our subcontractors are based outside the EEA), Studio Ubique will ensure such transfers comply with GDPR Chapter V. This may include using EU Commission Standard Contractual Clauses or transferring only to jurisdictions with an adequacy decision. Details of any routine international transfers are provided in our Privacy Policy.



5.5 Data Breach Notification: In the event Studio Ubique becomes aware of a security breach leading to accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed under the Agreement (a “Personal Data Breach”), we will promptly assess the risk and, if required by law, inform the Client without undue delay. We will provide information on the nature of the breach, likely consequences, and the measures taken or proposed to address it. The Client is responsible for fulfilling any legal notification obligations to individuals or authorities in such case, but Studio Ubique will reasonably assist the Client as needed to comply with those obligations.

5.6 Data Retention and Deletion: Personal data processed by Studio Ubique on behalf of the Client will be retained for no longer than necessary for the purposes of the Agreement or as required for Studio Ubique’s legal compliance (such as record-keeping for taxation). For example, invoice and billing data may be kept for 7 years as required by tax law. Project-related personal data will typically be deleted or returned to the Client upon the Client’s request or within a reasonable time after the project concludes, unless continued storage is required by law or expressly agreed for support purposes. The Client has the right to request deletion or return of personal data provided, subject to legal constraints.

5.7 Client’s Privacy Obligations: If the Services involve collecting personal data from end-users (for instance, building a website that collects customer data), the Client is responsible for having a compliant privacy policy and obtaining necessary user consents on that website or platform. Studio Ubique can provide general guidance but does not assume legal responsibility for the Client’s compliance in this area unless explicitly contracted to do so. The Client agrees to indemnify Studio Ubique for any third-party claims or fines arising from personal data that the Client provided or directed us to process in violation of applicable data protection laws (see also Section 12.3 regarding indemnity for provided materials).

5.8 Reference to Privacy Policy: The Client acknowledges that they have access to Studio Ubique’s Privacy Policy (available on our website and by request) and that it provides further details on how personal information is handled. If there is any conflict between these Terms and the Privacy Policy regarding personal data handling, the Privacy Policy will govern specific data practices, while these Terms govern the contractual relationship overall. Studio Ubique will notify the Client of any significant changes to the Privacy Policy, especially if required by law.

6. Intellectual Property Rights

6.1 Ownership of Work Product: Unless otherwise agreed in writing, all intellectual property rights (including copyrights, design rights, and any inventions or code) in any Deliverables created by Studio Ubique under the Agreement remain the property of Studio Ubique until the Client has paid in full for the corresponding Deliverables or Services. Upon receipt of full payment, Studio Ubique transfers ownership of the Deliverables to the Client as set out in Section 7.1 (License) and Section 6.3 below. This transfer of ownership at full payment applies to the unique work created for the Client’s project.

6.2 Studio Ubique’s Pre-existing IP & Tools: Notwithstanding the above, Studio Ubique retains all rights to any of its pre-existing materials and intellectual property that may be used or delivered during a project. This includes, for example, any proprietary frameworks, libraries, templates, or third-party components utilized by Studio Ubique. The Client’s ownership (after full payment) of the final Deliverables does not extend to:

- a. Third-party software, stock assets, or code that is subject to a separate license (these remain under their respective owners’ terms). For instance, if a website includes an open-source library or a licensed plugin, the Client receives whatever usage rights are allowed by that library’s or plugin’s license, but does not gain ownership of it.
- b. Studio Ubique’s proprietary know-how, methodologies, or generic skills used in creating the Deliverables. Studio Ubique reserves the right to reuse any general knowledge, skills, experience, or tools acquired or developed during the project, provided that it does not disclose the Client’s Confidential Information or infringe on the Client’s intellectual property in the specific Deliverables.

6.3 Transfer on Completion: Upon full payment of all amounts due for a project, Studio Ubique will, at the Client’s request, take necessary steps to transfer or assign to the Client any Studio Ubique-owned intellectual property rights in the Deliverables, to the extent they are not already automatically vested in the Client. This includes providing any source files or code for Deliverables, except for components that cannot be provided due to third-party license restrictions. Both parties may agree to sign a separate assignment document if needed for recordation of IP transfer. The Client understands that any third-party licenses (e.g., font licenses, software subscriptions, stock photo licenses) used in the project may need to be obtained or maintained in the Client’s name for continuing use, and associated costs or conditions for those are the Client’s responsibility unless otherwise agreed.

6.4 Moral Rights and Attribution: Studio Ubique’s team members may have moral rights to be identified as the authors of certain works (like design or code). Studio Ubique waives any moral rights it may have to object to modifications of the Deliverables by the Client after transfer, except that the Client is not permitted to remove Studio Ubique’s name or credits from any Deliverable that is publicly displayed or publis-



hed, where such credit is customarily given, unless otherwise agreed. For example, if Studio Ubique's name is included in website source code comments or on a site footer as the creator, the Client should leave this attribution intact. Any public use or reproduction of the Deliverables (such as publishing a design in a portfolio or on social media) should, where reasonable, acknowledge Studio Ubique as the creator unless we agree otherwise in writing.

6.5 Portfolio Rights: The Client grants Studio Ubique the right to use the Client's name, logo, and the Deliverables in Studio Ubique's portfolio, website, and marketing materials for the purpose of showcasing our work, unless the Client has explicitly requested confidentiality in advance. Studio Ubique will not reveal any of the Client's Confidential Information in doing so, and will, upon the Client's request, delay showcasing a project until after the Client has made a public launch.

6.6 Material & Data Retention: After completion of the Services and delivery of Deliverables, neither Studio Ubique nor the Client is obliged to retain project materials, content, or data used during execution, unless expressly agreed (for example, within a maintenance plan or hosting contract) or required by law. Studio Ubique will return or destroy any of the Client's Confidential Information at the Client's request, subject to the data retention commitments in Section 5.

7. Use License (Deliverables Use Rights)

7.1 License Grant upon Full Payment: Upon the Client's fulfillment of all its obligations under the Agreement, including full payment of all amounts due, Studio Ubique grants the Client an exclusive, worldwide, perpetual license to use the Deliverables for the purposes contemplated in the Agreement. This license is effectively an assignment of ownership as described in Section 6.1, meaning the Client can use, modify, and integrate the Deliverables into its business as needed, for any lawful purpose. The exclusivity of this license means Studio Ubique will not supply the exact same Deliverables to another party. (Note: Non-exclusivity applies to any third-party components or Studio Ubique's pre-existing tools, as explained in Section 6.2.)

7.2 Permitted Uses: The Client's license allows the Client to, for example, launch a website we developed, print and distribute design materials we created, or use code in their product, all without further payments (except any ongoing third-party licensing fees which the Client must handle). The Client may also create derivative works based on the Deliverables or combine them with other works. However, transfer or sub-licensing of the Deliverables to any third party must be in line with Section 7.4 below.

7.3 Restrictions on Use (Before Full Payment or if Terminated): Until the Deliverables are paid in full, any use by the Client is subject to Studio Ubique's approval. In particular, the Client may not publicly use or exploit the Deliverables if payment is outstanding or if the Agreement is terminated for the Client's breach prior to completion. If the Client uses Deliverables without full payment, that use is unauthorized and considered a breach of these Terms. Additionally, the Client shall not use any preliminary work or concepts that were presented but not chosen or not included in final Deliverables, unless otherwise agreed.

7.4 No Unlawful or Unauthorized Use: The Client's use of the Deliverables must comply with all applicable laws and must not infringe any third-party rights. The Client is prohibited from reselling, distributing, or licensing the Deliverables to third parties for their independent use without Studio Ubique's consent, except as part of the Client's normal business operations. (For example, the Client can use the Deliverables in its own marketing or internal processes freely, but cannot, say, resell a website template we created to other businesses, unless this was part of the Agreement.) If the Client wishes to transfer the Deliverables or rights in them to a third party (for instance, if the Client's company is acquired and the assets including the Deliverables are transferred), the Client should notify Studio Ubique. Such transfer is generally permitted as part of a business transfer, provided the Client ensures any successor also abides by relevant restrictions and credits.

7.5 License Conditioned on Compliance: The license granted in Section 7.1 is conditional upon the Client's compliance with the Agreement. If the Client materially breaches these Terms (such as violating the usage restrictions or failing to pay), Studio Ubique may revoke the Client's license to use the Deliverables upon written notice, until such breach is cured. In case of revocation, the Client must immediately cease using the Deliverables and remove them from any public-facing platform. Studio Ubique will give notice and a reasonable opportunity to cure any curable breach (e.g. make the overdue payment) before revoking the license.

7.6 Studio Ubique's Promotional Use: Studio Ubique retains the right to display or showcase the Deliverables in its portfolio and marketing as described in Section 6.5, even after transfer of rights, unless the Client has requested otherwise in writing. This does not limit the Client's usage rights, but ensures Studio Ubique can demonstrate its work to prospective clients.

7.7 Third-Party Materials in Deliverables: If Deliverables include third-party materials (such as stock images, open-source software, or client-provided content), the Client's rights to use those materials are subject to the license terms of the respective owners. Studio Ubique will provide information on any such materials and their licenses upon request. The Client agrees to comply with those third-party license terms



(for instance, attribution requirements for open-source components or restrictions on stock photo use). Studio Ubique will not knowingly include any third-party materials in Deliverables that restrict the Client's intended use without informing the Client and obtaining consent.

8. Prices

8.1 Pricing and VAT: All prices and fees for Services are quoted in Euro (EUR) unless otherwise stated, and are exclusive of value-added tax (VAT) and other applicable taxes. Dutch VAT (btw) at the rate of 21% will be added for Clients based in the Netherlands, as required by law. For Clients located in other EU countries, VAT will be applied or omitted in accordance with EU VAT rules (for example, reverse-charged if the Client is a business with a valid VAT number in another EU member state). Clients outside the EU will not be charged VAT, but remain responsible for any local taxes or import duties. All such taxes will be identified on the invoice where applicable.

8.2 Currency and Exchange: Invoices are issued in EUR. If the Client requests payment in another currency, this must be agreed in advance and any exchange rate risk or bank conversion fees are the Client's responsibility. Studio Ubique may adjust the invoice amount to ensure the net amount received equals the agreed EUR price.

8.3 Typographical Errors: Studio Ubique exercises care in pricing, but in the event of an obvious misprint or typographical error in any price or term on our website, marketing material, or quotation, we reserve the right to correct the error. We will promptly inform the Client of the correct price or term. The Client then has the option to proceed with the Order at the correct price/term or cancel the Order if the correction is not acceptable. Studio Ubique is not liable for losses or expectations arising from such obvious errors being presented.

8.4 Price Adjustments and Indexation: For ongoing or long-term engagements (such as retainers or multi-phase projects), Studio Ubique may adjust its rates or prices periodically (for example, annually). Typically, we reserve the right to increase prices by up to 5% per year to account for inflation and cost changes. In some cases of unusual cost increases (e.g. significant inflation, increased supplier costs, changes in law increasing expenses, etc.), we may need to increase prices further; however, any such increase will be communicated at least 2 months in advance. If the Client does not agree to a proposed increase for an ongoing service, the Client may have the right to terminate that service by providing written notice before the new prices take effect (such termination to be effective at the time the price change would have applied).

8.5 Promotional or Discounted Offers: Studio Ubique may offer discounts or promotional pricing under certain conditions (for example, a reduced rate in exchange for a longer commitment period, as detailed in Annex B for hosting/maintenance services). Such special pricing is conditional on the Client fulfilling the agreed terms (e.g. completing the full committed term). If the conditions are not met (for instance, early termination of a service that was discounted for a 2-year commitment), Studio Ubique reserves the right to retroactively charge the discount difference or apply standard rates for the period the service was used.

8.6 Resource Usage and Additional Costs: The Client is responsible for any additional costs arising from the Client's use of Services beyond the agreed limits. For example, if a hosting plan or similar service provided by Studio Ubique includes a certain amount of data transfer or storage and the Client exceeds those limits, Studio Ubique may charge the Client for the overage at the rates specified in the Agreement or our standard rates. Studio Ubique will monitor such usage and, if feasible, warn the Client before excessive additional costs are incurred. Similarly, if extra third-party fees are incurred due to the Client's specific requests (such as expedited shipping of materials, premium plugin licensing, etc.), those will be passed on to the Client with prior notice.

8.7 Validity of Estimates: If a price estimate is provided (e.g. in hours or a range) rather than a fixed quote, Studio Ubique will use reasonable efforts to complete the work within that estimate. However, it is not a fixed price commitment. We will inform the Client as soon as we realize an estimate might be exceeded and will not exceed it significantly without the Client's approval.

8.8 Travel and Subsistence: Unless expressly included, the prices do not cover travel, accommodation, or subsistence expenses. If the project requires on-site work or travel by Studio Ubique's team at the Client's request, such expenses will either be billed separately at cost (with prior approval from Client) or covered by the Client directly, as agreed.

9. Fees and Additional Costs

9.1 Additional Work and Change Fees: If additional work arises during the project that was not included in the initial scope (see Section 2.6), Studio Ubique will be entitled to charge for this extra work. Additional work includes, for example, substantial revisions beyond the included rounds, new features or deliverables requested by the Client, or extra work caused by delays or issues outside Studio Ubique's control (e.g. the Client providing incomplete information or repeatedly changing requirements). Unless otherwise agreed, such extra work will be billed at Studio Ubique's standard hourly rate or a rate agreed upon before performing the work. We will always discuss and get approval from the Client for significant scope changes before proceeding.



9.2 Expenses and Disbursements: The Client shall reimburse Studio Ubique for any out-of-pocket expenses reasonably incurred in connection with the performance of the Services, provided such expenses were pre-approved by the Client. This may include costs like domain name registration fees, stock photography licenses, specialist software licensing needed specifically for the project, courier charges for deliverables, travel expenses (if on-site meetings are requested), etc. We will itemize these expenses on invoices or provide receipts if requested.

9.3 Third-Party Charges: If Studio Ubique is required to pay third-party charges on behalf of the Client (for example, publishing fees, advertising spend on platforms, printer fees for physical materials, etc.), those will either be invoiced to the Client at cost or the Client will be asked to pay those amounts directly to the third party. Studio Ubique will not mark up third-party costs unless this has been explicitly stated (such as an administrative fee). The Client remains ultimately responsible for third-party charges necessary to deliver the Services, even if incurred by Studio Ubique on the Client's behalf with consent.

9.4 Taxes and Withholding: The fees quoted are net amounts to be received by Studio Ubique. If the Client is required by law to deduct or withhold any taxes from a payment (such as withholding tax on cross-border payments), the Client must either gross-up the payment such that Studio Ubique receives the full invoiced amount, or provide Studio Ubique with official documentation to enable us to reclaim the withheld amount from the relevant authority. Each party is responsible for its own taxes based on its income. Studio Ubique's invoices will include Dutch VAT as applicable (see Section 8.1), and the Client shall be responsible for any other taxes or duties arising from the Agreement.

9.5 Account Verification Costs: In the unlikely event that the Client disputes an invoice and requests a detailed account verification or audit that is out of proportion to the amount in question, and if that verification shows the invoice was correct, the Client may be charged for the reasonable costs of the verification. (For guidance, the original terms mentioned a threshold: if account discrepancies exceed 2% or €130, then verification costs might be charged. We will act reasonably in applying this and only seek such costs if the audit request was unsubstantiated and caused significant effort.)

10. Payment Terms

10.1 Invoicing Schedule: Studio Ubique will invoice the Client according to the payment schedule set out in the Agreement or quotation. Common schedules include: a percentage upfront (e.g. 50% on project start) and the remainder upon completion, or monthly invoicing for on-going services. For certain services like hourly development or continuous marketing services, invoices may be issued at regular intervals (e.g. monthly in advance, as described in Annex A for SEO retainers). The specific invoicing terms for the project will be stated in the quote or annex.

10.2 Payment Due Date: Invoices are payable within 14 calendar days of the invoice date, unless a different term is specified on the invoice or agreed in writing. Timely payment is of the essence. The Client should inform Studio Ubique promptly if there are any issues or disputes regarding an invoice, ideally before the due date.

10.3 Advance Payments & Deposits: Studio Ubique may require a deposit or advance payment before commencing work, especially for new clients or large projects. Such payments will be applied toward the total project fee. If the Client fails to pay a required deposit, Studio Ubique is entitled to delay or refuse to start the project without breaching the Agreement.

10.4 Hourly or Ongoing Work Billing: For services billed on a time-and-materials basis (hourly rates) or ongoing monthly services:

- Studio Ubique may issue monthly invoices in advance for the expected work in the upcoming period (e.g., an invoice at the end of each month for the next month's estimated hours or retainer fee). Any adjustments (such as additional hours worked beyond the estimate) can be reflected in the subsequent invoice.
- We will provide timesheets or activity reports if requested to substantiate hourly work. Minor overages or under-utilization in a month can be balanced out in following invoices as appropriate, or according to any agreed mechanism in the contract.
- If the Client has pre-paid for a block of hours or a monthly retainer, unused hours generally do not roll over unless agreed. If additional hours beyond the retainer are needed, we will seek approval and bill those separately (often the following month).

10.5 Late Payment – Interest and Fees: If the Client fails to pay an invoice by the due date, Studio Ubique will send a payment reminder. If payment is not received within a reasonable period after the reminder, the outstanding amount shall accrue late interest at 1.5% per month (or the maximum rate permitted by law, if lower) from the due date until paid in full. Interest will be calculated on a monthly basis, where part of a month is considered a full month for calculating interest. Additionally, Studio Ubique may charge the Client a fixed late payment fee or compensation for reasonable recovery costs as allowed under Dutch law (e.g., based on the Besluit vergoeding voor buitengerechtelijke incassokosten). At minimum, a statutory compensation for collection costs may be added once an invoice is significantly overdue.

10.6 Suspension of Services for Non-Payment: If any invoice remains unpaid 30 days past its due date, Studio Ubique reserves the right to



suspend, limit, or disconnect any ongoing Services. For example, Studio Ubique may stop work on current projects, disable access to delivered work, or in the case of hosting services, temporarily take down the hosted site, until payment is made. We will provide at least 7 days' prior notice (e.g. an email warning) before any such suspension, giving the Client a final opportunity to cure the payment default. Suspension of services for non-payment does not relieve the Client from the obligation to pay the fees and any applicable interest or charges.

10.7 Acceleration and Withholding Deliverables: In case of late payment, Studio Ubique may demand immediate payment of all outstanding invoices (declaring all unpaid balances due). Furthermore, Studio Ubique may withhold delivery of any pending Deliverables or refuse to transfer ownership/licensing (see Section 7.3) until all invoices are paid. The Client shall not be entitled to offset or withhold payment of invoices for any reason (except as required by law), and any alleged defects or counterclaims do not suspend the Client's payment obligations.

10.8 Collection and Legal Fees: If the Client's non-payment forces Studio Ubique to engage a collections agency or legal counsel to collect overdue amounts, the Client will be liable for all reasonable costs of collection, including agency fees, court costs, and attorney's fees, to the extent permitted by law. Under Dutch law, standardized collection fees can be charged as mentioned in Section 10.5. The Client will also owe any applicable interest up until the day of full satisfaction of the debt.

10.9 Payment Method: Payments shall be made via the method specified on the invoice (e.g. bank transfer to the indicated IBAN). The Client is responsible for any bank charges or transaction fees on their side. A payment is considered fulfilled when the invoiced amount is received in Studio Ubique's bank account in full.

10.10 Refunds: If the Agreement is terminated or canceled and the Client is entitled to any refund per the terms of the Agreement or applicable law, Studio Ubique will process such refund within 14 days. Any refund of advance payments for work not performed will be net of any hours or costs already incurred by Studio Ubique (see Section 12.4 on prepayment refunds). If the Client overpaid an invoice or paid an invoice in error, Studio Ubique will also refund or credit the excess amount.

11. Cancellation and Termination of the Agreement

11.1 Cancellation by Client (For Convenience): The Client may request cancellation of the Agreement or any Service before completion. Cancellation must be given in writing (email is acceptable) with as much advance notice as possible. If the Client cancels the project for convenience (i.e. not due to breach by Studio Ubique), the Client agrees to pay for: (a) all Services performed and Deliverables completed up to the effective date of cancellation, and (b) any expenses or commitments already incurred by Studio Ubique for the project that cannot be canceled or recovered. We will calculate a final charge covering work done (including any preparatory work or partial deliverables) and expenses incurred. If the Client had paid an upfront fee, we will refund any amount that exceeds the final charge. If the upfront payment doesn't cover work performed and costs, the Client will be invoiced for the shortfall.

11.2 Termination for Breach: Either party may terminate the Agreement, in whole or in part, with immediate effect by written notice to the other party if the other party commits a material breach of the Agreement and (if the breach is curable) fails to cure that breach within 14 days after receiving written notice of the breach. Material breaches by the Client include, for example: failure to pay invoices beyond the grace period, violation of intellectual property usage restrictions, serious confidentiality breach, or unlawful use of our Services. Material breaches by Studio Ubique might include: unjustified cessation of work or serious quality deficiencies not remedied after notice. In case of termination for breach by one party, that party shall not be liable to the other for the termination itself (no termination penalty), but any claims for damages or other remedies for the underlying breach are not prejudiced. If the Client terminates for Studio Ubique's breach, the Client will pay pro-rata for any portion of Services that were properly performed up to termination, and Studio Ubique will provide the Client with any work paid for. If Studio Ubique terminates for the Client's breach, the Client is still obligated to pay the full agreed price for the Services (or if not feasible, at least for the work completed), as well as any damages caused by the breach, and Studio Ubique may withhold further deliverables.

11.3 Termination or Suspension for Client Misconduct: Studio Ubique reserves the right to terminate the Agreement or suspend the Services immediately upon written notice if the Client is engaging in activities that are illegal, that materially infringe third-party rights, or that otherwise significantly violate the acceptable use or cooperation expectations under these Terms (such as Section 3.8 on misrepresentation, or Section 5.7 on data misuse). For example, if the Client uses a website we host to disseminate illegal content and fails to take corrective action after notice (or if the content is egregiously unlawful such that immediate cessation is required), we may terminate or suspend service (see also Annex B, Section B4 for content takedown procedures). Similarly, if the Client repeatedly fails to provide required input or disappears for an extended period, Studio Ubique may suspend work and eventually terminate if the project cannot progress.

11.4 Financial Difficulty of Client: Studio Ubique may terminate the Agreement with immediate written notice if the Client becomes insolvent, is declared bankrupt, enters into administration or liquidation, or undergoes any analogous proceeding indicating financial distress, or if the Client suspends payments or otherwise is evidently unable to meet its financial obligations. In such cases, Studio Ubique may also suspend



work immediately while awaiting clarity. This right is to protect Studio Ubique from continuing work that may not be paid. If termination occurs under this clause, Section 11.1 (final charge for work done) will apply; however, the Client's insolvency administrators (if any) may be consulted to arrange an orderly wind-down or assignment if feasible.

11.5 Notice Periods for Ongoing Services: If the Agreement or an Order relates to ongoing or recurring services (such as a monthly marketing retainer, a hosting contract, or a maintenance contract), the following notice periods apply to termination for convenience (non-breach) of those services, unless a different term is specified in an annex or the service contract:

- The Client or Studio Ubique may terminate an ongoing service after any initial commitment period has passed, by giving at least one (1) month's notice in writing prior to the next renewal date or billing cycle. For example, if hosting is on annual renewal, at least 1 month before the year's end; if monthly retainer, 1 month before the next month.
- Certain services might require longer notice. For instance, long-term agreements (contracts of indefinite duration beyond one year) may require a three (3) month notice of termination by either party, especially if they involve significant allocation of resources. If such a longer notice applies, it will be stated in the annex or Service Order.
- If the Client wishes to downgrade or cancel specific parts of a service (e.g., remove an optional feature or cancel one of multiple services), similar notice requirements apply.
- Annex A and Annex B may specify minimum contract lengths and notice terms for SEO services, hosting, maintenance, etc. (For example, SEO services may be terminable monthly after an initial period, see Annex A; hosting often has annual terms, see Annex B.)

11.6 Effect of Termination: Upon termination or expiration of the Agreement for any reason: (a) Studio Ubique will stop work (or cease providing the services) as of the termination date, (b) any licences granted to the Client for work delivered and paid up to the termination date will continue (unless termination was due to Client's uncured breach, in which case see Section 7.5 regarding possible license revocation), (c) the Client shall immediately pay any outstanding invoices and any agreed final charges per Section 11.1, (d) each party shall return or delete (at the other party's request) any Confidential Information of the other party in its possession (except that each party may keep one copy for legal archival purposes, and Studio Ubique may retain work papers as necessary for its portfolio or internal reference, in compliance with confidentiality obligations), and (e) any provisions of these Terms which by their nature or express terms should survive termination (such as intellectual property rights, confidentiality, liability limitations, and governing law) shall survive.

11.7 Refund upon Early Termination: If the Client paid in advance for Services that have not yet been rendered as of the termination date (e.g., pre-paid maintenance months, or an unused balance of hours), and the Agreement is terminated by the Client for convenience or by Studio Ubique for breach by Client, Studio Ubique is not obligated to refund those prepayments (they may be applied to cancellation fees and costs). If termination is due to Studio Ubique's breach or insolvency, Studio Ubique will refund any unearned portion of fees for services not provided.

11.8 Termination shall be Without Prejudice: Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination, including the right to claim damages for breaches that occurred prior to termination or any payment obligations due for work already performed. The act of termination does not waive liability for antecedent breaches.

12. Guarantees and Indemnities

12.1 Originality and Quality Guarantee: Studio Ubique guarantees that the Deliverables provided will be of professional quality and (except for any Client-supplied or third-party content) will be original works created for the Client. We will not knowingly plagiarize or copy others' work in our designs or code. Where we incorporate open-source or third-party licensed components, we will do so in compliance with their licenses and inform the Client as appropriate. Studio Ubique will also secure any necessary copyrights or permissions for materials we supply (such as licensed stock images) where the cost of such is included in the project. If any Deliverable is found to be significantly non-conforming to the agreed specifications or containing material defects caused by Studio Ubique's work, we will correct it at no additional cost to the Client, provided the Client notifies us of the issue within a reasonable time after delivery (as per Section 3.7).

12.2 Client's Warranty and Indemnity: The Client guarantees that all materials, information or instructions provided to Studio Ubique (including but not limited to logos, texts, images, datasets, or access credentials) are correct, legal to use, and do not infringe any third-party rights. The Client also warrants that it has the authority to engage Studio Ubique and fulfill its obligations under the Agreement. The Client agrees to indemnify and hold harmless Studio Ubique (and its owners, employees, and subcontractors) from any third-party claims, damages, liabilities, or costs (including reasonable legal fees) arising out of:

- **(a) Materials provided by Client:** any claim that the Client's supplied content or data infringes intellectual property rights, privacy rights, or is defamatory or otherwise illegal;
- **(b) Use of Deliverables:** any claim by a third party (including the Client's customers or users) related to the Client's use of the Deliverables or Services, except to the extent caused by Studio Ubique's breach or negligence. For example, if the Client uses a Deliverable in a manner



not permitted or modifies it leading to a violation, the Client would cover us;

- **(c) Client's business operations:** any issues, product liability, or regulatory non-compliance related to how the Client uses the outputs of our Services (for instance, if we build an e-commerce site and the Client's selling practices violate a law, the Client is responsible for the legal consequences, not Studio Ubique).

This indemnity obligates the Client to defend Studio Ubique against relevant claims if requested and to pay any final judgments or settlements. Studio Ubique will notify the Client promptly of any such claim and allow the Client to assume control of the defense (with counsel reasonably chosen by the Client), and Studio Ubique will cooperate at the Client's expense. Studio Ubique may participate with its own counsel at its own expense. The Client shall not settle any claim that involves an admission of fault by Studio Ubique or imposes non-monetary obligations on Studio Ubique without our written consent (not to be unreasonably withheld).

12.3 Studio Ubique's Indemnity: Subject to the limitations in Section 13, Studio Ubique agrees to indemnify and hold the Client harmless from any third-party claim that Deliverables created and provided by Studio Ubique (and used in accordance with the Agreement) infringe a third party's patent, copyright, or trademark, provided that such infringement was not caused by content or specifications provided by the Client, or by the combination of our Deliverable with materials not furnished by Studio Ubique. If such an IP infringement claim arises, Studio Ubique may, at its expense: (a) secure the rights for the Client to continue using the infringing item, (b) replace or modify the infringing part of the Deliverable to make it non-infringing while preserving equivalent functionality, or (c) if options (a) and (b) are not commercially reasonable, accept return of the infringing Deliverable and refund to the Client the fee paid for it, minus a reasonable use fee for the period the Client used it. This Section sets forth the entire liability of Studio Ubique, and exclusive remedy of the Client, for any third-party intellectual property infringement by the Deliverables.

12.4 Prepayment Refund Policy: If the Client paid in advance for Services (e.g., an upfront deposit or prepayment for a package of hours) and then cancels the project (per Section 11.1) or otherwise does not utilize all the prepaid Services, Studio Ubique will refund the unused portion of the payment minus the value of work already performed up to the cancellation point. We will provide an accounting of hours or tasks covered by the prepayment to justify the amount retained. However, if the prepayment was explicitly labeled as non-refundable (for instance, a non-refundable booking fee), then that term will govern.

12.5 Warranty on Deliverables – Maintenance Requirement: Studio Ubique offers a limited warranty of 1 year on technical deliverables (such as websites or software) we develop, covering bugs or faults that are due to our workmanship. This means if within one year of delivery the Client discovers a reproducible error that was present in the delivered product and is not due to later changes or external factors, we will fix it at no cost. This warranty is conditional on the Client also maintaining an active maintenance plan with Studio Ubique (or a comparable professional maintenance regimen) during that year, which includes regular updates (e.g. for CMS software, plugins, and server environment). The rationale is that modern websites and software require updates to remain secure and compatible; if such updates (especially for open-source platforms like WordPress) are not applied, issues can arise that are outside of our control. Exclusions: This warranty excludes issues caused by: (a) changes or updates made by the Client or third parties without our involvement, (b) updates to third-party software (e.g. WordPress core, plugins, themes) released after delivery, (c) changes in third-party services or APIs, (d) server or environment changes (like PHP version upgrades) not performed by Studio Ubique, or (e) misuse or use outside the specifications. In such cases, Studio Ubique can still assist in resolving the problem, but standard hourly rates or a new project fee will apply. The Client acknowledges that use of open-source or third-party platforms means continuous changes can occur beyond Studio Ubique's control, and regular maintenance (as offered in our service plans) is strongly recommended to manage this. If the Client declines a maintenance plan, any post-delivery fixes or support will be charged separately.

12.6 Disclaimer of Other Warranties: Except for the express guarantees set forth in these Terms or an Agreement, Studio Ubique disclaims all other warranties to the maximum extent permitted by law. Services and Deliverables are provided "as is" without any further warranty of any kind, whether express, implied or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Studio Ubique does not guarantee that any Deliverable will achieve specific results or outcomes for the Client's business (for example, we do not guarantee any increase in revenue or any particular search engine ranking result from our design or marketing work, see also Annex A) – rather, we commit to delivering the work to specification and of good quality. The Client has a duty to inspect and accept the work as per Section 3.7.

12.7 Cooperation Indemnity: As part of the Client's responsibilities (see Section 3.2), the Client agrees that Studio Ubique cannot be held liable for any failure to meet obligations caused by the Client's failure to perform their obligations. The Client will indemnify Studio Ubique against any claims or damages arising from incomplete or inaccurate information supplied by the Client, or from the Client's breach of the Agreement (as covered in the broader indemnities above).



13. Liability

13.1 Limitation of Direct Damages: If Studio Ubique is found liable to the Client for any matter relating to or arising from the Agreement or the Services, whether in contract, tort (including negligence), or otherwise, Studio Ubique's total aggregate liability for all claims is limited to the amount the Client paid for the specific Service or Deliverable that gave rise to the liability. If the claim does not relate to a specific Deliverable, then our liability is limited to the total fees paid by the Client to Studio Ubique under the Agreement in the 6 months preceding the incident (or €1,000, whichever is greater). Under no circumstances will Studio Ubique's total liability exceed €10,000, regardless of the number of claims or the form of action.

13.2 Exclusion of Indirect Damages: Studio Ubique is not liable for indirect or consequential damages. This exclusion includes, but is not limited to, damages such as loss of profit, loss of revenue, loss of anticipated savings, loss of business opportunities, loss of goodwill or reputation, or loss of data (except where loss of data is directly caused by a breach of our data protection obligations). For example, if a website we developed has an error, we will fix the error (within warranty or at cost) but we are not liable for the Client's lost sales or advertising costs during the downtime.

13.3 Liability for Client-Provided Material: Studio Ubique shall not be liable for errors, defects, or infringements arising from materials or information provided by the Client. If we incorporate content or specifications given by the Client and a problem arises from that (for instance, a provided image is low resolution or copyrighted, or content is factually incorrect), the responsibility lies with the Client. We do not automatically verify or validate all Client-provided data.

13.4 Third-Party Services or Products: Studio Ubique is not liable for failures or damages attributable to third-party services, software, or products that we do not own, even if integrated or recommended as part of the project. For example, if a hosting provider (other than us) experiences downtime, or a third-party plugin malfunctions, any damages caused are outside our control (though we will help liaise with the provider to resolve issues). Similarly, if the Client's internet connection, hardware, or other vendors cause an issue, Studio Ubique is not responsible.

13.5 Force Majeure: If an event of force majeure (as defined in Section 14) occurs, Studio Ubique shall not be liable for any failure or delay in performing its obligations resulting from such event. That is addressed further in Section 14, and effectively excludes liability during force majeure situations.

13.6 Mitigation of Damage: If the Client becomes aware of any circumstance that is likely to give rise to a claim against Studio Ubique, the Client must take reasonable steps to mitigate the potential damage. For example, if the Client notices a bug in a delivered website that could harm their users' experience, the Client should promptly alert Studio Ubique or attempt to put a temporary workaround, rather than, say, leaving it unaddressed and letting damage accumulate.

13.7 Liability Period: Any claim for damages against Studio Ubique must be brought within 12 months after the cause of action arises (or within the statutory limitation period if shorter). After that period, any potential claim is deemed waived and time-barred. This relatively short limitation is because the dynamic nature of our industry means issues should become evident quickly, and after a year, external factors are likely to have intervened.

13.8 Specific Liability Cap for Hosting: If the Client is using Studio Ubique's hosting services (see Annex B), any service credits or limited remedies for downtime provided in an SLA or hosting annex are the Client's sole remedy for such downtime or service unavailability. Unless otherwise specified in an SLA, Studio Ubique's liability for data loss in hosting (if we are at fault and outside of force majeure) will be limited to re-performing the hosting service (i.e., attempting to recover or restore data from backups) and at most the pro-rata hosting fees for the period of service disruption.

13.9 No Liability for Client's Business Decisions: Studio Ubique is not responsible for business or strategic decisions that the Client makes related to the use of the Deliverables or Services. Our deliverables may inform or facilitate the Client's operations (e.g., a marketing strategy, a website for e-commerce), but the success of the Client's business and decisions on how to run it remain with the Client. For instance, if we deliver a marketing plan and the Client implements it incorrectly or market conditions change, we are not liable for lack of success.

13.10 Acknowledgment: The Client acknowledges that the prices and fees charged by Studio Ubique are based on the assumption that Studio Ubique's liability is limited as provided in this Section 13. If the Client requires higher liability limits or different terms (for example, to match an insurance coverage or specific risk allocation), the Client should propose this prior to signing the Agreement, and if agreed, the fees may be adjusted accordingly (for instance, purchasing additional insurance coverage or factoring in higher risk). (The above liability limitations do not apply to the extent prohibited by law. Nothing in these Terms limits liability for gross negligence, willful misconduct, or death/personal injury caused by negligence, to the extent such liability cannot by law be limited or excluded.)



14. Force Majeure

14.1 Definition: Neither party shall be liable for any failure to perform or delay in performing any obligation (except payment obligations) under the Agreement if such failure or delay is caused by circumstances beyond that party's reasonable control ("Force Majeure"). Force Majeure events include, but are not limited to: natural disasters (e.g., earthquakes, floods), fires, epidemics or pandemics, strikes or labor disturbances, wars, acts of terrorism, riots, civil unrest, government actions or orders, power failures, internet or telecommunications outages that are not within a party's control, or failures of third-party platforms or services due to no fault of the affected party.

14.2 Notice of Force Majeure: The party claiming Force Majeure shall notify the other party as soon as possible after the onset of the Force Majeure event, describing the nature of the event and its expected impact on performance. The duties of the affected party will be suspended for the duration of the Force Majeure condition.

14.3 Consequences: During a Force Majeure event, deadlines that cannot be met due to the event will be extended on a day-for-day basis or as otherwise reasonable. Both parties will discuss in good faith any alternative means to perform the Agreement if possible. For example, if our office is inaccessible due to a government lockdown, we may perform work remotely if feasible to mitigate delays.

14.4 Right to Terminate for Extended Force Majeure: If the Force Majeure event persists for an extended period, making it unreasonable for the affected party to continue the Agreement, either party may have the right to terminate the Agreement. Specifically, if a Force Majeure situation lasts longer than 30 days continuously, either party may terminate the affected Order or Agreement with written notice to the other. In the event of such termination, neither party shall be considered in default, but the Client will pay Studio Ubique for any work that was completed (or partially completed and deliverable) up to the date of the Force Majeure termination.

14.5 Payments during Force Majeure: For ongoing services (like hosting or retainer work) that are suspended due to Force Majeure, the Client will not be charged for the period of non-service (or will receive appropriate credits), and any prepaid amounts for the suspended period will be adjusted or refunded if the suspension is prolonged. However, if Studio Ubique has partially fulfilled the services before suspension, payment shall be due for the fulfilled part.

14.6 No Liability: As per Section 13.5, neither party shall be liable for damages to the other for the delay or non-performance due solely to Force Majeure. This clause does not excuse the Client from paying for invoices already due for work previously completed, nor does it excuse Studio Ubique from refunding any advance payment for work not performed due to Force Majeure-related termination.

14.7 Resumption of Performance: The party invoking Force Majeure shall, upon the end of the Force Majeure event, promptly resume performance of its obligations. That party shall also communicate to the other party about the resumption and coordinate to re-establish normal execution of the Agreement.

15. Additional Provisions (Miscellaneous)

15.1 Confidentiality: Both parties shall treat all Confidential Information (as defined in Section 1.7) received from the other party strictly confidential. Neither party will disclose or use the other's Confidential Information for any purpose outside the scope of fulfilling the Agreement, without the other party's prior written consent. Each party will restrict disclosure of Confidential Information to its employees, subcontractors, or advisors who need to know it for the Agreement and who are bound by confidentiality obligations at least as stringent. Confidential Information does not include information that is or becomes publicly available without breach of this clause, was rightfully in a party's possession before disclosure, is obtained from a third party lawfully, or is independently developed without reference to the other's information. If compelled by law or court order to disclose Confidential Information, a party shall give notice (if legally allowed) to the other to enable them to seek protection. The obligations of confidentiality continue for 3 years after the end of the Agreement, or longer if the law so requires for certain data. Studio Ubique may however retain portfolio elements as allowed by Section 6.5 and factual information about the project (like existence of the relationship) which is not confidential.

15.2 Non-Solicitation of Personnel: During the term of the Agreement and for 12 months thereafter, the Client will not actively solicit for employment or contract any person who is or was employed or subcontracted by Studio Ubique and involved in providing Services to the Client, without Studio Ubique's prior consent. This provision does not restrict general job postings or hiring someone who responds to a general advertisement.

15.3 Publicity Rights: Notwithstanding confidentiality, the Client agrees that Studio Ubique may include the Client's name and a high-level description of the Services in lists of references or marketing materials, unless the Client requests in writing to be excluded. Any detailed case study or press release involving the Client will be subject to Client's prior approval.



15.4 Relationship of Parties: The relationship of Studio Ubique and the Client is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer–employee relationship. Neither party has the authority to bind the other to any third party or act in a way that expresses or implies it is an agent of the other, except as specifically set out (like Section 4.2 for limited procurement tasks).

15.5 Assignment: Neither party may assign or transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, except that Studio Ubique may assign the Agreement as part of a sale or transfer of its business (in which case we will notify the Client). Any attempted assignment without required consent is void. However, Studio Ubique may subcontract performance to third parties as provided in Section 4, and may assign the right to receive payments under the Agreement to a third party (for instance, as collateral to a financial institution) without consent.

15.6 Entire Agreement: These Terms, together with the Agreement (such as a proposal or statement of work accepted by the Client), and any annexes, constitute the entire agreement between the parties regarding its subject matter and supersede all prior discussions, proposals, negotiations, and agreements, whether written or oral, on that subject matter. Each party acknowledges that, in entering into the Agreement, it does not rely on any statement or representation not contained in the Agreement (including these Terms). Any changes or amendments to the Agreement must be in writing and agreed by both parties.

15.7 Amendments to Terms: Studio Ubique may update or modify these Terms from time to time (for example, to reflect changes in law or business practices). If we make a material change, and the Client has an ongoing service Agreement with us, we will notify the Client (for instance via email or through our website) in advance of the change taking effect. The Client will be bound by the revised Terms for any new Orders and, for ongoing services, unless the Client objects in writing within 30 days of notice. If the Client (being a consumer) does not accept a material change that significantly affects their rights, they may have the right to terminate the service (and receive a pro rata refund for any period paid but not used). For business clients, continued use of the Services after the effective date of the updated Terms constitutes acceptance of the changes. The current version of Terms will always be available on Studio Ubique's website.

15.8 Severability: If any provision of these Terms (or any portion thereof) is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect. The parties will, in good faith, negotiate a valid replacement for any invalid provision that, as closely as possible, gives effect to the intent of the original provision.

15.9 No Waiver: The failure of either party to enforce any right or provision of the Agreement or to insist upon strict performance by the other party of any of its obligations shall not constitute a waiver of such rights or provisions. Any waiver of a breach of the Agreement must be in writing to be effective, and such a waiver will not operate as a waiver of any other breach or of the same breach on a future occasion.

15.10 Governing Law and Jurisdiction: This Agreement and any disputes or claims arising out of or in connection with it (including non-contractual disputes) shall be governed by the laws of The Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Any disputes that cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the competent courts in Zwolle, The Netherlands. Notwithstanding the foregoing, Studio Ubique reserves the right to seek injunctive or equitable relief in any jurisdiction to protect its intellectual property or Confidential Information.

15.11 Language: These Terms are provided in English (and will be provided in Dutch in Annex or separate document for reference). In case of any difference in interpretation between English and Dutch versions, the parties will attempt to reconcile them in good faith. For legal enforceability, if both versions are executed, typically the Dutch version (being the local language of Studio Ubique's registration) may prevail in Dutch courts, but both parties acknowledge the English version as an accurate reflection of the agreement. Both versions are intended to be equivalent in meaning.

15.12 Notices: Any formal notices or communications under the Agreement should be sent to the official business addresses of the parties as stated in the Agreement or their last known addresses. Notices may be delivered by hand, courier, or email. Notices delivered by hand or courier are effective upon receipt (as evidenced by delivery records). Notices by email are effective when sent, provided no bounce or error message is received, and if followed by a copy via another method upon request. For day-to-day project communications and operational matters, email to the usual contact persons is sufficient.

If you have any questions or require further clarification regarding these Terms or any aspect of our services, please contact us at hello@studioubique.com. We value transparency and are here to assist you in understanding your rights and obligations under this Agreement.

(End of Main Terms and Conditions. The following Annexes contain additional terms for specific services.)



Annex A – SEO & Digital Marketing Services

This Annex sets out specific terms and conditions that apply when the Client engages Studio Ubique for SEO (Search Engine Optimization), digital marketing, and related growth services. It is incorporated into the main Terms and should be read together with the main Terms. In case of any conflict between this Annex A and the general Terms, this Annex will prevail for matters related to SEO and marketing services.

A1. Scope of SEO & Marketing Services

A1.1 Services Covered: SEO and digital marketing services provided by Studio Ubique (hereafter “Marketing Services”) may include, as agreed in the proposal or Order: on-page SEO optimization, off-page SEO (backlink building, outreach, digital PR), content marketing, pay-per-click (PPC) campaign management, social media marketing, email marketing, conversion rate optimization, analytics reporting, and related consulting. The specific scope, deliverables, and targets (if any) will be described in the project plan or proposal. Studio Ubique will perform these services in accordance with best practices and the latest known search engine guidelines at the time of execution.

A1.2 No Guarantee of Results or Ranking: The Client acknowledges that search engine algorithms and marketing platform rules are beyond Studio Ubique's control. Studio Ubique does not guarantee any specific outcomes, such as achieving a #1 rank on Google for a particular keyword, a set amount of web traffic, or a particular return on investment (ROI) from marketing campaigns. SEO is a long-term, dynamic process and results may vary. Past performance is not a guarantee of future results. The Client is hiring Studio Ubique for our expertise and efforts, but success can depend on numerous external factors (such as search engine updates, competitor actions, seasonality, etc.). We will, however, execute agreed tactics diligently and in line with the objectives set out.

A1.3 Ethical Practices: Studio Ubique will use white-hat SEO techniques and ethical marketing practices. We will not engage in black-hat or deceptive SEO tactics (such as hidden text, link schemes in violation of search engine guidelines, or cloaking) that could risk penalties for the Client's website. All marketing campaigns will comply with the applicable policies of the platforms used (Google Ads policies, social media advertising guidelines, etc.). If the Client requests a strategy that Studio Ubique considers unethical or high-risk (e.g., buying backlinks from link farms), we reserve the right to refuse or require a written acknowledgment of the risks from the Client.

A2. Client Responsibilities for SEO Success

A2.1 Access and Credentials: The Client shall provide Studio Ubique with necessary access to their website(s) and relevant platforms to perform SEO and marketing tasks. This includes administrative access to content management systems (CMS), FTP/SFTP or hosting control panel access if needed for technical SEO changes, access to web analytics (e.g., Google Analytics, Google Search Console), tag managers, social media accounts or ad accounts (like Google Ads, Facebook Business Manager) as relevant to the services. The Client will ensure these credentials are provided promptly after Agreement start (as per any timeline in the proposal, e.g., within first week of project). The Client is responsible for backing up their website or critical data before we make significant changes (Studio Ubique will also endeavor to backup key items before changes when feasible).

A2.2 Website Changes and Approvals: SEO often requires making changes to the Client's website content and code (e.g., updating meta tags, adding schema markup, editing page copy, improving site speed). Studio Ubique will either make these changes directly given access, or provide recommendations to the Client for implementation. The Client agrees to review and approve these changes in a timely manner. Prompt approvals are crucial – undue delay in approving or implementing recommended changes can undermine the effectiveness of the SEO strategy and may delay results or reporting. If the Client prefers to implement changes themselves, they should do so according to Studio Ubique's guidance and within the timeframe suggested. Studio Ubique is not liable for SEO results not achieved due to the Client's failure to implement recommendations or delays in doing so.

A2.3 Content Cooperation: The Client understands that content quality is important for SEO. The Client agrees to collaborate on content creation as needed – for example, providing industry insights, approving blog topics, or supplying factual information for articles. If content creation (e.g., copywriting for blog posts or landing pages) is included in our Services, the Client will timely review and approve the content drafts. If content needs to be provided by the Client (for example, if the agreement says Client's team writes certain pages), any delay or failure in providing that content can affect the SEO timeline.

A2.4 Continuous Effort and Feedback: SEO/marketing is not a one-time task but an ongoing process. The Client should be prepared for ongoing optimizations and possibly adjustments in strategy based on performance data. The Client will allow a reasonable period (often 3–6 months for SEO) to observe the impact of efforts, and should provide feedback during regular progress meetings. If the Client has concerns about progress, they should raise them so that strategies can be adjusted.

A2.5 No Interference: The Client should avoid taking actions that contradict or undermine the SEO strategy without consulting Studio Ubique. For instance, launching a complete website redesign or changing domain names in the middle of an SEO campaign can drastically affect results. If the Client plans significant changes to their site or online presence during the term of our engagement, they should inform Studio



Ubique in advance so we can plan and mitigate SEO impact. Similarly, if the Client engages other marketing vendors simultaneously, clear roles should be defined to avoid conflicting changes (e.g., multiple parties disavowing links or changing site content can conflict).

A2.6 Legal Compliance of Client Content: The Client is responsible for the truthfulness and legality of any claims or content in their marketing materials or website. Studio Ubique may advise on wording for marketing purposes, but the Client must ensure that all statements (especially in ad copy or promotional content) are factually correct and compliant with advertising laws. The Client will indemnify Studio Ubique if any provided content or directives lead to legal issues (e.g., false advertising claims or trademark infringement in keywords), as per Section 12.2 of the main Terms.

A3. Specific Disclaimers and Performance

A3.1 Search Engine Independence: The Client acknowledges that search engines (like Google, Bing) operate independently and can change their algorithms and policies at any time. Studio Ubique is not responsible for ranking or traffic decreases caused by search engine algorithm changes, competitors' actions, or penalties imposed by search engines that are not due to our breach of this Annex (for example, if a search engine penalizes the site despite our use of best practices, or due to the Client's past SEO practices that come to light). We will make reasonable efforts to adjust strategy in response to major algorithm updates, but such events are outside our control.

A3.2 Third-Party Platforms: If our Marketing Services include managing Client's accounts on third-party platforms (such as Google Ads, Facebook Ads, LinkedIn, etc.), the Client agrees to abide by those platforms' terms of service. While we manage campaigns, the accounts may often be in the Client's name. The platform may have its own rules (for example, no promotion of certain products, or restrictions on imagery). Studio Ubique is not liable for the actions of these platforms (like an account suspension or disapproval of ads) unless caused by our violation of known rules. We will use care to follow guidelines and will assist in resolving any issues, but ultimate control lies with the platform. Any spend on these platforms (media budget) is typically paid directly by the Client (see A4.2).

A3.3 Metrics and Reporting: Studio Ubique will provide reports at intervals specified in the Agreement (e.g., monthly SEO performance reports). These reports may include metrics like keyword rankings, organic traffic, conversion data, ad campaign results, etc. The Client understands that metrics can fluctuate due to reasons beyond our immediate effort (seasonal changes, news events, etc.). We encourage focusing on longer-term trends and overall ROI. Any agreed KPIs (Key Performance Indicators) are targets, not guarantees. If KPI targets are not met, Studio Ubique will analyze and discuss with the Client to adapt tactics, but that in itself does not constitute breach of contract.

A3.4 Marketing Advice: Any suggestions or advice provided by Studio Ubique during the course of providing Marketing Services (for instance, suggestions on pricing strategies, UX improvements, business strategy) are given in good faith based on our experience. However, implementation of such advice is at the Client's discretion and risk. The Client should consider legal, financial, or other professional advice for decisions outside the scope of our technical marketing expertise. Studio Ubique's liability for consulting advice is limited as per the main Terms.

A3.5 Dependency on Client's Infrastructure: Our ability to effectively perform SEO may depend on the Client's website infrastructure. If the Client's site has technical issues (like frequent downtime, poor hosting, or an outdated CMS that hampers SEO changes), we will inform the Client and may recommend remedial action (perhaps covered under Annex B if we handle hosting). The Client acknowledges that not addressing such technical issues can severely limit SEO results. Studio Ubique is not responsible for SEO under-performance if the Client fails to address critical technical impediments that we have pointed out.

A4. Fees, Billing and Third-Party Costs (Marketing)

A4.1 SEO Service Fees: SEO services may be billed as a fixed project fee (for an initial optimization project) and/or as a monthly retainer for ongoing optimization and link-building efforts. The proposal or Agreement will detail which applies. Retainer fees cover a set scope of monthly activities (like content writing, outreach, monitoring, reporting). If in any month the scope changes (for example, the Client requests additional campaigns beyond the retainer scope), additional fees may apply – we will discuss and agree on these before incurring them.

A4.2 Advertising Budgets: If pay-per-click (PPC) or any form of paid advertising is part of the Services, the ad spend budget is typically separate from our service fees. The Client will either pay advertising platforms (Google, Facebook, etc.) directly via their own billing setup, or will provide a clear budget for Studio Ubique to manage. If Studio Ubique pays the ad spend on the Client's behalf, that will be billed to the Client with no markup (or a handling fee if specified) and the Client must pre-fund or promptly reimburse those costs. The Client agrees to the timely funding of campaigns – if a campaign exhausts its budget, Studio Ubique is not obliged to front additional funds. Studio Ubique is not responsible for the performance of an advertisement beyond making optimizations; for example, if an ad is running and gets clicks but no sales, we will optimize targeting or ad copy, but we can't guarantee sales. We also cannot guarantee that a given budget will last a full month if the cost-per-click is higher than estimated; we'll advise on appropriate budgets and pacing.



A4.3 Third-Party Content/Tools Fees: Sometimes SEO involves third-party tools or content, such as premium analytics software, content writing services, or press release distribution fees. The Agreement will clarify if such costs are included or billed separately. Generally, standard SEO tools we use (like keyword research tools, reporting software) are our own overhead. But if a special tool or service is needed specifically for the Client (e.g., a paid local directory listing, or hiring a specialist copywriter for industry content), the cost will either be passed through with approval or be part of a clearly itemized package in the quote. The Client will reimburse any such costs if they were authorized.

A4.4 Payment Schedule for Marketing Services: Most often, monthly marketing retainers are billed in advance. For example, the fee for April's services would be invoiced at the end of March or on April 1, and due within the standard payment term (14 days) – meaning effectively payment is received around the start of the month of service. This ensures we have resources allocated for the planned activities each month. One-time or initial setup fees (like an initial SEO audit or on-page overhaul) might be billed upfront or 50% upfront / 50% after completion, depending on the Agreement. Section 10 of the main Terms applies to these invoices. If a retainer invoice is not paid on time, Studio Ubique may pause the marketing activities until payment is received (which could result in lost momentum, for which we're not responsible).

A4.5 Refunds and Early Termination of Retainers: If the Client decides to terminate an ongoing SEO/digital marketing retainer early (outside of the agreed term, see A5.1 on term commitments), any prepaid fees for periods after the effective termination will be refunded pro rata, except if termination is due to Client's breach. Conversely, if work was done that was not yet billed (like an overage in hours with expectation to cover in next cycle) at the time of termination, Studio Ubique will invoice for those immediately. There are generally no refunds for services already rendered or for the initial setup phase once work has commenced – e.g., if after two months of SEO the Client stops, they are not entitled to a refund for those two months, since the work (research, optimization, etc.) was performed.

A5. Term and Termination (Marketing Services)

A5.1 Initial Term and Renewal: Many SEO or marketing engagements require a minimum commitment (both because SEO takes time and because we dedicate resources). Unless otherwise specified, our SEO/digital marketing contracts have an initial term of 3 months from the start date. After this initial term, the contract will continue on a month-to-month basis until terminated by either party with notice. If a different term is agreed (for example, a 6-month campaign or a month-to-month from the start), that will be stated in the Agreement and takes precedence.

A5.2 Notice Period: After any initial commitment period, either party may terminate the ongoing Marketing Services by giving at least 30 days' written notice (essentially one calendar month). This means if you want to end at the end of June, you should notify by end of May. Notice should ideally align with the billing cycle end. In the event of notice, we will continue to provide the Services through the notice period and the Client must pay for that final period. For example, if notice is given mid-month, termination can be effective end of next month and the next month's retainer is still due in full, during which we will continue services.

A5.3 Mid-Month Termination or Downgrade: If the Client needs to suspend or significantly reduce services mid-cycle (for instance, pause campaigns due to inventory issues), we will attempt to accommodate, but generally retainer fees for the current month are not refundable and services will resume or adjust in the next cycle. For downgrading a retainer (reducing scope/budget), at least 30 days notice is also recommended, and we will discuss a new plan or package.

A5.4 Termination for Breach or Cause: Either party may terminate the Marketing Services earlier if the other party materially breaches the obligations specific to these Services. For example, if Studio Ubique is found to be using prohibited black-hat methods after being instructed not to, the Client can terminate immediately for breach. If the Client repeatedly fails to pay or cooperate (like not providing content/access for an extended period), Studio Ubique can terminate (or suspend until remedied) as per main Terms. In case of such termination, Section 11 of main Terms applies. If the Client's website is penalized by a search engine for reasons due to undisclosed past actions by the Client (e.g., the Client had bought links in the past without telling us and a penalty hit), this is not Studio Ubique's breach and not valid grounds for terminating without notice or without paying for completed work.

A5.5 Post-Termination: Upon termination of SEO/marketing services, Studio Ubique will hand over any deliverables or work products produced up to the termination date (e.g., content pieces that were created, keyword research data, account credentials for ad platforms). The Client will assume responsibility for any ongoing campaigns or accounts thereafter. We strongly recommend the Client to either continue SEO efforts internally or with another provider to maintain results, as lapsing could cause decline over time. Studio Ubique will not be responsible for any drop-off in results after termination. That said, we will not take any action to harm standings (obviously) and will, if requested, disable or transfer tools properly (for example, remove our access from your accounts, transfer Google Analytics property ownership back to Client fully, etc.). Any outstanding reports or final summaries will be delivered if part of deliverables. Section 11.6 of main Terms on effect of termination applies here as well.

A6. Miscellaneous (Marketing):

A6.1 Use of Client's Accounts: If marketing tasks require use of the Client's existing accounts (like Twitter handle, LinkedIn page, etc.), the



Client will provide access or assign our team as admins. We will use these accounts solely for the purposes of the agreed campaign. The Client must ensure no other third party is making conflicting changes. We will maintain confidentiality of account credentials (as per general confidentiality). After termination, the Client should revoke our access for security.

A6.2 Intellectual Property in Marketing Materials: Any marketing materials or content we create (ad copy, graphics, blog articles) are governed by the IP terms of the main Agreement. Generally, upon payment, the Client owns these materials (Section 6 and 7 of main Terms). However, if we use any of our proprietary templates or re-usable code in, say, an email marketing template, our right to reuse those general elements remains (Section 6.2). The Client is free to continue using any created content even after our engagement ends.

A6.3 Link Building Practices: If link building is part of the SEO service, we will make efforts to acquire quality backlinks through ethical means (outreach, content marketing, etc.). We will not pay for links unless specifically agreed and approved by the Client (and even then, we'll caution on risks). The Client should be aware that we cannot control third-party websites' actions – some may remove or alter links over time. We generally do not guarantee a specific number of backlinks unless explicitly in the contract, and even then those numbers are targets. If a third-party link we built is removed within a short period, we might attempt to replace it with another, but we don't owe a refund per link; rather our commitment is to devote the agreed effort to link building.

A6.4 Analytics Data: Studio Ubique may implement tracking code or pixels on the Client's site to measure results (Google Analytics, etc.). We ensure these are done in compliance with privacy policies (the Client should update their privacy policy if needed to mention tracking cookies or pixels). Data collected in these analytics accounts typically belongs to the Client. If accounts were created by Studio Ubique on Client's behalf, we will give the Client administrative access or transfer ownership as appropriate when requested or at termination. Studio Ubique may keep copies of aggregated data for case study or internal research purposes, but not any personal data of the Client's users beyond what's permitted.

A6.5 Communication: We will establish a regular meeting or reporting schedule (weekly calls, monthly strategy sessions, etc. as suits the scope). The Client should designate a primary contact person for our marketing team to interface with, to expedite decisions and clarifications. Timely communication is key – for instance, if we send over an ad campaign preview on hold for approval, a delayed response could miss an opportunity (like a seasonal promotion window). We'll flag urgency when needed, and the Client is encouraged to similarly flag if something is time-sensitive on their end.

This Annex A is subject to the general limitations of liability and other provisions of the main Terms. By engaging Studio Ubique for SEO or digital marketing, the Client agrees to the above terms specific to those services.



Annex B – Hosting, Technical Maintenance & Related Services

This Annex sets out specific terms and conditions for domain name registration, web hosting (shared or virtual servers), website maintenance services, Service Level Agreements (SLA), cloud services (including email hosting), and any related technical services provided by Studio Ubique. It forms part of the Agreement and the main Terms, and will prevail over the main Terms for issues specific to these technical services. This Annex references obligations under the EU Digital Services Act (DSA) for hosting services and includes acceptable use and takedown policies.

B1. Services Covered and Definitions

B1.1 Domain Services: If Studio Ubique handles domain name registration or renewal for the Client, this is considered a “Domain Service.” We will act as the intermediary to register the domain in the Client’s name (where possible) or our name for your use. “IP Address” allocation (if relevant, e.g., for a server) is similarly handled. Final approval and availability of any domain name depend on the domain registry and are outside our control.

B1.2 Hosting Services: This includes Shared Web Hosting (Client’s site on a shared server environment managed by Studio Ubique), Managed VPS Hosting (Client’s site on a Virtual Private Server managed by Studio Ubique), and possibly cloud email hosting or similar services if specified. Hosting provides storage of the Client’s website/application data and connectivity to the internet so that users can access it.

B1.3 Maintenance & Updates: Technical maintenance services refer to keeping the Client’s website or application up-to-date and secure. This can include regular updates of CMS software, plugins, themes, server software, monitoring uptime, and applying patches. It may be tied to a maintenance plan or SLA (see below).

B1.4 Service Level Agreement (SLA): If the Client has purchased an SLA, it will define specific uptime guarantees, support response times, and possibly compensation for outages beyond agreed limits. Section B3.5 outlines some standard points, but the actual SLA terms will be provided in the SLA document or order form.

B1.5 Contractor vs. Client Terminology: In this Annex, “Contractor” refers to Studio Ubique as the provider of hosting/technical services, and “Client” refers to you (consistent with main definitions). Studio Ubique may partner with third-party data centers or cloud providers to deliver the Hosting Services but remains your point of contact.

B2. Compliance and Acceptable Use (DSA & Content Policy)

B2.1 Legal Compliance: Studio Ubique will provide Hosting Services in compliance with applicable law, including the EU Digital Services Act (DSA) insofar as it applies to hosting service providers. The Client, in using the Hosting Services, agrees to comply with all applicable laws (local, national, and international). The Client must not use the hosting or domain services for any illegal purpose or in furtherance of violations of law. Studio Ubique is obligated to act expeditiously to remove or disable access to illegal content upon obtaining actual knowledge or a notification of the illegal content. The Client should not assume any right of continued hosting for content that is flagrantly illegal or violates this Acceptable Use Policy.

B2.2 Acceptable Use Policy: The Client shall not use the hosting services to store, transmit, or facilitate the distribution of any content or material that:

- Is illegal, unlawful, or infringes on the rights of others (e.g., pirated software, copyrighted content without permission, child sexual abuse material, defamatory content, etc.).
- Promotes violence, hatred, or illegal activity.
- Contains viruses, malware, or any malicious code that could harm or unlawfully intrude on others’ systems.
- Is in breach of any third-party privacy or data protection rights (e.g., hosting personal data in violation of GDPR).
- For email services: the Client must not send unsolicited bulk emails (spam) or engage in activities that would cause our IP addresses to be blacklisted. Bulk emailing is permitted only in compliance with anti-spam laws (like the EU e-Privacy Directive / various national laws) and good practices (must have consent of recipients, provide opt-out, etc.).
- Is used for unauthorized high-volume automated processes (like running a scraper or bot net) that could impede server performance or violate others’ rights.
- Violates any additional platform-specific terms if using certain software (for example, if we provide a managed WordPress hosting, WordPress’s terms of use regarding trademark, etc., should be respected).

Studio Ubique reserves the right to immediately suspend any part of the Hosting Services if we discover content or usage that violates the above acceptable use criteria or poses an urgent threat to the security or integrity of our servers or network. We will, where reasonable, notify the Client of the issue and may give an opportunity to remedy (e.g., remove offending content) unless the content is manifestly illegal in which case removal or suspension will be immediate.



B2.3 Notice-and-Action Mechanism: In accordance with Article 16 of the DSA, Studio Ubique maintains a notice-and-action mechanism for illegal content. Third parties (or any person) can report alleged illegal content hosted by Studio Ubique by sending an email to abuse@studioubique.com or via a form on our website designated for takedown requests. Such notice should ideally include: the URL or location of the content, description of why it's illegal (with reference to laws if possible), and the notifier's contact information. Upon receiving a sufficiently detailed notice, Studio Ubique will promptly acknowledge receipt (to the notifier, if contact given) and assess the content. If the content is likely illegal or violates this Annex, we will remove or disable access to it expeditiously, and notify the Client (content provider) of this action, providing a brief statement of reasons for removal, unless the law forbids notifying (for example, if law enforcement requests a quiet take-down). The Client can contest the removal via our internal complaint procedure (see B2.4).

B2.4 Internal Complaint-Handling: If the Client's content is removed or services suspended due to an alleged violation (whether by our own discovery or a third-party notice), the Client has the right to an internal complaint review. The Client should respond to the notice of removal/suspension, explaining why they believe the content or use was not in violation, and provide any supporting information. Studio Ubique will have a different staff member (or a management person) review the decision promptly and either reinstate the content/service with explanation, or uphold the removal with a more detailed justification. This internal review will be done within a reasonable time (we aim for 5 working days of the complaint). This mechanism is provided in line with DSA's user redressal requirements. If the Client is still not satisfied, they may seek external dispute resolution or legal remedies as appropriate (noting DSA allows out-of-court dispute bodies, etc.).

B2.5 Emergency Suspension: In cases where the Client's hosted content or usage is causing immediate and significant harm (e.g. a phishing site targeting users, malware distribution, DDoS attacks emanating from the site) or severely impacts server performance for other clients, Studio Ubique may suspend the service without prior notice. We will inform the Client as soon as possible after taking such action and work with them to resolve the issue (e.g., cleaning the site if hacked, etc.). Suspension will be lifted once we are assured the risk or violation is addressed.

B2.6 Client's Liability for Content: As between the Client and Studio Ubique, the Client is solely responsible for all content and data on their hosting account or domain. Studio Ubique disclaims any liability for content hosted at the Client's direction, beyond the obligations of takedown in this Annex. The Client agrees to indemnify Studio Ubique for any claims by third parties relating to content the Client (or the Client's end-users) store or publish through our hosting (similar to main Terms Section 12.2). This includes any regulatory fines or legal fees if, for instance, illegal content is found on the Client's site and causes action against us. We will, however, notify the Client and give opportunity to handle such claims if appropriate.

B3. Specific Terms for Domain Name and Hosting Plans

B3.1 Domain Registration & Renewal: If Studio Ubique registers a domain for the Client:

- We will do so in the Client's name and contact details where possible, but sometimes we may use our contact info as the administrative contact. The domain will ultimately belong to the Client (once paid for).
- The initial registration period is typically 1 year (or more if specified).
- Discounted Offer: If the domain registration is part of a discounted package (for example, free domain or discounted price with a 2-year hosting contract), then a minimum commitment of 2 years applies for that domain/hosting package. Early termination of hosting (if that's tied) may require the Client to reimburse domain costs.
- Renewal: We will auto-renew domain registration annually by default (to avoid inadvertent loss), at the standard renewal rate at the time. The Client will be invoiced for renewal prior to the expiration. The Client must give at least 30 days' notice before the renewal date if they wish to cancel a domain or transfer it away. If no notice, we assume renewal is desired.
- The Client is responsible for any trademark checks or ensuring they have rights to the domain name. We do not guarantee that a requested domain will be available or that it won't infringe someone's trademark. If a dispute arises (like a domain is challenged by a trademark holder), the Client bears responsibility; we can assist technically (like changing registrant if needed), but contentions are governed by ICANN or registry rules.
- Any damage or legal issues arising from the Client's use of a domain name (like cybersquatting claims, misuse) is the Client's responsibility.

B3.2 Shared Web Hosting Quota: In shared hosting, resources (disk space, bandwidth) are shared. Studio Ubique will allocate an appropriate server quota (storage, memory, CPU) for the Client's needs as estimated at project start. Estimating exact usage beforehand can be challenging. If during development or after launch it becomes apparent that the Client's website needs substantially more or less resources than initially allocated, Studio Ubique may propose to adjust the hosting plan accordingly.

- If usage is more, we may move the site to a higher plan or add resources, with a proportional price increase (we will discuss and get approval).
- If usage is much less, we might suggest a lower-cost plan at next renewal if appropriate.
- The standard features of our shared hosting include X amount of storage and Y amount of bandwidth per month (numbers would be specified in the plan details given to Client).



- If the Client consistently exceeds agreed limits (e.g., monthly bandwidth cap), we may charge overage fees (see main Terms Section 8.6) or require upgrade to a higher plan.

B3.3 Hosting Commitment Periods: Our hosting services may be offered with or without an initial long-term commitment:

- Discounted 2-Year Commitment: If the Client accepted a special discounted hosting offer, the hosting contract has a minimum term of 2 years. The Client pays annually during this term (or upfront entirely, as agreed). After 2 years, the hosting service continues on a monthly basis cancellable with one (1) month notice. The discount typically applies only to the initial term; upon renewal after 2 years, standard rates will apply.
- Standard 1-Year Commitment: Without a special multi-year discount, the default commitment is 1 year. The contract can be terminated monthly after the first year, with one (1) month notice. That effectively means after 12 months, the Client can cancel at any time with 30 days notice before the next renewal.
- Renewals: Both in cases of 2-year or 1-year initial terms, after the first term, renewals (annual or monthly as per above) are at the then-current standard price for the hosting plan. We will notify of any price change in advance per main Terms 8.4.
- If the Client wishes to terminate during the commitment period (early), typically no refund for remaining term is provided (since it's discounted pricing predicated on full term). We might consider exceptional cases but generally early termination triggers paying out the term.
- To terminate, as said, a written notice at least 30 days before the desired end date is required (so for annual renewal, 30 days before year end; for month-to-month after initial term, 30 days before next month).

B3.4 Managed VPS Hosting:

- For Clients on a Managed Virtual Private Server plan (dedicated resources), the contract is typically a 1-year commitment initially. After the first year, it automatically converts to a monthly rolling contract, terminable by either party with one (1) month notice.
- Payment for VPS can often be either monthly or annually upfront; if annually, it still auto-renews monthly after year 1. The plan includes specified server resources; if additional maintenance beyond what's included is needed, it might require an add-on (see B3.5 for maintenance).
- Prices listed for VPS usually exclude the cost of weekly maintenance updates, unless bundled. If weekly maintenance is desired as part of VPS, that might be an extra service or combined with a maintenance plan (as indicated in original terms).
- After initial period, renewal is at standard rate (which might differ from initial promotional).
- Downgrading a VPS (to shared or lower spec) might not be possible without migration; we'd consult with Client if their usage drops drastically.

B3.5 Maintenance & SLA Plans:

- If the Client subscribes to a Maintenance & Updates plan (like a WordPress maintenance plan), similar commitment options apply: possibly a discounted 2-year term vs standard 1-year term, structured the same as hosting commitments. E.g., with discount: 2 year commit, after which monthly cancel; without: 1 year commit, then monthly cancel.
- Maintenance typically covers tasks like plugin updates, CMS updates, routine health checks on a weekly and/or monthly basis as per plan. We will clarify exactly what tasks and frequency. For instance, our "Standard WP Maintenance" might update plugins weekly and WordPress core monthly.
- If combined with hosting, the maintenance might be billed together or separate, but terms align.
- An SLA (Service Level Agreement) might be a separate add-on or included in certain plans. Our SLA in original terms had a duration of 1 year, renewable, with monthly cancellation after first year. It also states certain service availability parameters: e.g., support hours limited to working days 10am–6pm CEST or such. If the Client requires 24/7 or extended support, that's beyond standard SLA and would cost more or might not be offered by us except by special arrangement.
- The SLA likely outlines guaranteed response times (e.g., critical issue response within X hours) and possibly uptime guarantees (like 99% uptime monthly). If an SLA is purchased, the details of those guarantees and any credit system for outages will be provided in the SLA appendix or contract. In absence of a specific SLA, standard hosting is "best effort" uptime without a formal guarantee (though we strive for high uptime).
- After an SLA initial term, it continues year to year, or converts to monthly if chosen, with one month notice to cancel.
- The SLA or maintenance plan covers specified tasks; anything outside (like developing new site features or extensive content updates) is not included and would be treated as separate work.

B3.6 Service Availability & Downtime:

- Maintenance Windows: Regular maintenance on servers (like upgrades or patches) will typically be scheduled during off-peak hours (commonly at night, e.g., between 22:00 and 06:00 local time). We will notify Clients in advance of planned maintenance that could cause noticeable downtime. During maintenance windows, brief service interruptions may occur and are not counted as "downtime" under any uptime guarantee.
- Uptime: Studio Ubique will make commercially reasonable efforts to keep hosting services running 24/7. While we aim for near 100% uptime, we do not guarantee uninterrupted service unless explicitly stated in an SLA. Without an SLA, some downtime can occur and the remedy is to fix it as soon as possible. If downtime occurs, we prioritize resolving it and may involve external resources (e.g., data center support)



as needed. We are not liable for downtime caused by factors outside our control, such as internet-wide issues, DDoS attacks, or downtime resulting from Client's own actions (like installing a bad plugin that crashes the site).

- **Backup Copies:** We maintain backups of hosted data, but specifics depend on plan. By default, we take periodic backups (nightly or weekly depending on plan) and can provide restoration if needed. However, the Client is ultimately responsible for keeping backup copies of their website/data as well. If the Client wants to be sure, they should request backups from us at certain milestones. We recommend the Client to request and download a backup prior to terminating services or making major changes. We can't guarantee backup availability after a service is terminated or if the Client didn't request one.
- **Data Restoration:** If a site goes down or data is lost on our watch (server failure, etc.), we will use backups to restore. Provided the loss wasn't due to an excepted cause (like Force Majeure or a malicious attack beyond our control), and if we had up-to-date backups, we will restore to the latest backup point. This could mean some data lost since the last backup. The schedule of backups (daily, weekly) will be communicated. If the Client requires more frequent backups or offsite backups, that can be arranged (possibly at extra cost).
- **Disaster Recovery:** We have measures to respond to critical incidents (like hardware failure, hacking). We will treat critical outages as top priority and allocate resources to mitigate damage. However, total recovery might take time depending on the issue (hours to a day or more for serious events). If a disaster occurs, we'll keep Clients informed with updates.

B3.7 Client's Hosting Responsibilities:

- If the Client chooses to host the website elsewhere or on their own server, Studio Ubique's responsibility is limited to delivering the website code and possibly assisting with initial deployment if agreed. After handover, Studio Ubique is not responsible for maintenance, security, or uptime on a third-party server. The Client (or their alternative provider) assumes those duties.
- If we only develop a site and the Client hosts it with another provider, the Client should ensure that environment meets the technical requirements we specify (PHP version, database version, etc.). Incompatibilities are not Studio Ubique's fault if the host doesn't support the needed setup.
- For self-hosted scenarios where the Client later asks Studio Ubique for support (like troubleshooting an issue on their server), we can help but it will be billed and subject to availability.
- If the Client's actions in their own hosting environment cause issues (like they misconfigure something), Studio Ubique isn't liable. This echoes 7.12 of original terms where we aren't liable for failures in client's hosting environment.
- If the Client uses our hosting but then provides access to third parties or installs unvetted software on their space, the Client should inform us. The Client is responsible for what they install; if it compromises security, we may intervene (e.g., quarantine a suspicious script) and inform the Client.

B3.8 Resource Usage and Fair Use: Shared hosting in particular may have "fair use" limitations. If the Client's usage of CPU, memory or other resources is adversely affecting other customers on the shared server, Studio Ubique may throttle the usage or recommend the Client upgrade to a VPS or dedicated solution. We will notify if such a scenario is happening. Similarly, extremely high bandwidth (like from an unanticipated viral video hosted, etc.) may necessitate additional charges or a different service plan.

B3.9 Security: Studio Ubique monitors the servers for security issues and keeps server software updated. However, the Client also has a role in security of their application:

- The Client should use strong passwords for any CMS or email accounts and keep them confidential.
- If the Client uploads custom scripts or uses certain plugins, they should ensure those are from reputable sources. We are not liable for vulnerabilities introduced by Client's custom code or third-party applications the Client installs without our knowledge.
- If a security incident (hack, malware infection) is detected on the Client's site, Studio Ubique will inform the Client and can assist in clean-up under a maintenance service or at an hourly rate if no maintenance plan. If the hack is affecting server stability or other clients, we may isolate or suspend the site until it's resolved. It is important the Client keeps their site updated (that's why we offer maintenance plans).
- For email hosting, we will have spam filtering and virus scanning in place, but the Client should still exercise caution (no email filter is 100%).
- We commit to keeping the server OS and environment updated as part of hosting. This may occasionally require changes (like deprecating older PHP versions). We will notify the Client to update their application if it relies on outdated software.

B3.10 Data Protection (Hosting context): In hosting the Client's data, Studio Ubique is a data processor for any personal data stored (like if the website has user data). We will handle that data as per GDPR requirements – securing it and only processing per Client's instructions (i.e., we just store and transmit as needed for the site's operation). If any data breach occurs on the server, we will follow the breach notification steps as in main Terms Section 5.5.

B3.11 Email Services: If included (some plans might have email accounts with the domain):

- The number of email accounts or storage limit will be defined by the hosting plan.
- Client must not use the email service to send spam (as above in Acceptable Use) or extremely high-volume mailouts that should be done via a specialized service.
- We typically have sending limits per hour to protect server reputation. If Client needs to send newsletters, they should use a service like



MailChimp etc., not the basic mail server.

- We cannot guarantee all emails sent from our servers will be accepted by all recipients – sometimes blacklists or remote filter issues occur. We manage server reputation and will work to resolve any blacklisting issues that arise from our IP, but if Client's practices cause blacklisting (e.g., they send spam), we may hold them responsible to correct it.
- The Client should regularly clean their mailbox, or at least monitor usage. We may alert when storage is near limit. Overfilling could result in bounced emails.
- We strongly recommend using secure connections (SSL/TLS) for email; we provide those details.

B4. Suspension and Termination (Hosting-specific)

B4.1 Non-Payment Suspension: As noted in main Terms (Section 10.6) and above commitments, if hosting fees are not paid, after due notices, Studio Ubique can suspend the hosting services. Suspension means the website could be taken offline (and email too). We typically allow a short grace period (e.g., a few days after due date) and then may suspend until payment is received. A reactivation fee may apply to unsuspend a site taken offline for non-payment (for instance, €50 reactivation). If invoices remain unpaid for an extended period (e.g., >60 days), we may terminate the hosting completely and data may be deleted (we would try to warn before data deletion).

B4.2 Service Termination (End of Use): If the Client indicates they no longer need a service (for example, they migrate their website elsewhere and confirm cancellation), Studio Ubique can terminate the service on our end even if the formal term is still running, but the Client will usually not be refunded for unused time unless we decide to as goodwill (depending on contract). Original term 8.7 mentions the Contractor can terminate if Client stops using them. In practice, we normally wait for the Client to formally cancel. But if we notice a domain is not renewed or site moved, we might reach out to confirm. If we can't reach the Client for a long period and services come up for renewal, we might opt not to renew (effectively terminating) to avoid accruing costs, but will try to contact using available info.

B4.3 Takedown & Suspension for Policy Breach: As covered in B2, content violations can result in immediate or notified takedown. For severe breaches or repeat breaches, Studio Ubique may terminate the hosting contract for cause. For example, if a Client's site is repeatedly found hosting pirated content after warnings, we may terminate with immediate effect. In such case, we may provide a backup of their data (unless illegal) and refund any full months remaining that they paid for but will not use (not required, but as courtesy, minus any damages or costs caused by breach).

- We will provide a notice of termination stating the reason (unless prohibited by law enforcement in some scenario).
- If the termination is due to illegal content, we may also be obligated to preserve data for authorities or provide information to authorities. The Client indemnifies us as per main terms for any consequences of that content (this aligns with main Indemnity and original terms 8.5).

B4.4 Data Portability on Termination: Upon termination or cancellation, the Client is entitled to retrieve their data. We will, upon request, provide a backup of the website files and database (and assist with domain transfer if needed) provided all dues are paid. The Client should request this either before termination date or within a reasonable time (we usually keep data for some weeks after a service ends, but not indefinitely). Domain transfers will require the Client to provide info for the new registrar; we will unlock the domain and provide auth codes as needed, assuming there are no payment issues.

- If the Client is moving to a new host, we can offer (for an extra fee) migration assistance to them or their new provider. Otherwise, we deliver the data and they handle it.

B4.5 Liability in Termination: As in main Terms Section 13, our liability for loss of data or service in a termination context is limited. For instance, if a site is suspended for non-payment, the Client's remedy is to pay and get it unsuspended, not claim damages for downtime since it was due to their breach. If we wrongfully terminate a service without justification (which we aim not to do), the Client's remedy would typically be limited to a refund of the affected period and perhaps proven direct damages (subject to the liability cap). But as standard, if we follow the procedures here, there should be no wrongful termination.

B5. Technical Support and Service

B5.1 Support Hours: Studio Ubique's technical support for hosting and maintenance is available during normal business hours (e.g., 9:00–17:00 CET on working days). We respond to support queries (like site issues, minor changes if included) as quickly as possible. If an SLA provides expanded hours or guaranteed response times, those will override this. Non-urgent requests made outside support hours will be addressed the next working day. Emergency support (site down) can often be alerted via a monitoring system or contacting an emergency line if provided.

B5.2 Support Channels: The Client can reach support through designated channels – typically email (support@studioubique.com) or a ticket system. Phone or chat support might be available for critical issues or if included in SLA. To resolve issues, the Client should provide as much detail as possible (screenshots, steps to reproduce, etc.). We will keep the Client updated on the status of their support issue.



B5.3 Included vs. Billable Support: Basic support related to uptime, server issues, or issues caused by our side is included. However, support requests that fall under development or consulting (like “please change my website content” or “troubleshoot this code customization I added”) might be outside the included maintenance scope unless the Client has purchased a certain hours of support plan. If a request is not covered, we will inform the Client and can proceed on a time-and-materials basis upon approval.

B5.4 Third-Party Price Increases: Studio Ubique reserves the right to adjust its prices for hosting, plugins, software licenses, or other third-party-dependent services if those providers raise their rates. The Client will be notified at least 14 days in advance. The new price will apply starting from the next billing cycle. The Client may terminate the affected service by written notice before the new rate takes effect. Adjustments will reflect the proportional increase from the provider. No retroactive charges will be applied.

B5.5 Software Updates: For maintenance plan clients, we will apply updates to their website’s software (CMS core, plugins, etc.) per the schedule. However, occasionally updates can cause compatibility problems. Our maintenance service covers taking a backup and applying updates; if an update breaks the site, we will roll back or fix minor issues as part of maintenance. If major redevelopment is needed due to an update conflict (rare, but e.g., a plugin is no longer compatible with new PHP version), we will advise the Client and that might require separate project work to resolve. We ensure the environment (PHP, database) stays supported; if we plan to upgrade PHP version for security, we’ll check compatibility and coordinate with Client.

B5.6 Upgrades and Migrations: If the Client wishes to upgrade to a higher service tier or move from shared to VPS etc., we will facilitate that, usually scheduling a maintenance window for migration. Often we can migrate with minimal downtime (a few minutes to an hour). We’ll test after move. This might reset the term (like starting a new contract for the new service), which we’d clarify. If the Client is moving away (see B4.4), we’ll support as above.

B5.7 Logs and Data: We keep server logs for a certain period (often for security and analytics). The Client can request access to logs for their site if needed for analysis. We comply with privacy rules – by default we might anonymize IPs or as configured. If law enforcement or a legal order requests server logs related to the Client’s usage, we will comply and also inform the Client (unless legally barred from informing). This

Annex B is provided to outline responsibilities and processes for our hosting and related technical services. The Client’s use of these services constitutes acceptance of these terms. All general terms in the main document (liability limits, governing law, etc.) apply to these services as well.



NETHERLANDS

Ceintuurbaan 18 – 8524
8024 AA Zwolle

sales@studioubique.com
www.studioubique.com

INDIA

Tricity Plaza Building
Zirakpur, Punjab 140603