



# Terms and Conditions

## 1. Introduction

Welcome to Genesis Software Creations. These Terms and Conditions govern the use of our website development, hosting, and maintenance services. By engaging our services, you agree to comply with and be bound by these Terms and Conditions.

## 2. Identity

### ***2.1 Corporate Information***

Genesis Software Creations is duly registered with the Chamber of Commerce in the Netherlands under the registration number 91699959.

Throughout these general terms and conditions, references to 'we' and 'us' pertain to Genesis Software Creations.

### ***2.2 Identification of Parties***

Our clientele is formally addressed as clients.

For brevity, we may also employ the terms customer or customers.

In these general terms and conditions, the use of "you" or "your" is directed to the client.

### **3. Quotation:**

#### ***3.1 Quotation Validity***

A quotation that we send is always valid for fourteen days.

#### ***3.2 Annual Assessment***

At the end of the year, we assess inflation and determine whether the amounts our clients pay are still acceptable. If not, we will communicate this appropriately and may adjust the price downward or upward.

#### ***3.3 Client Status***

After signing the quotation, you officially become our client.

#### ***3.4 Delivery Times***

Delivery times in quotations are indicative, and exceeding them does not entitle the client to dissolution or compensation unless explicitly agreed upon in writing by both parties.

### **4. Website Development**

#### ***4.1. Scope of Work***

Genesis Software Creations will create a website for you based on the agreed-upon specifications. Any additional features or modifications may incur extra charges.

#### ***4.2. Payment***

A one-time fee is due upon acceptance of the project. Payments can be made as per the agreed-upon terms.

#### ***4.3. Intellectual Property***

Upon full payment, you will own the intellectual property rights to the developed website. Genesis Software Creations retains the right to showcase the project in its portfolio.

## **5. Hosting and Maintenance**

### ***5.1. Hosting Services***

Genesis Software Creations provides hosting services for your website. If hosted with a third-party, you also agree to adhere to the respective terms and conditions of these services.

### ***5.2 Maintenance Services***

Our maintenance service includes technical support during business hours and a set monthly allocation for content updates, as outlined in the client agreement. This commitment ensures a stable and current website environment for optimal performance and user experience. For tasks beyond this scope, an assessment may be required to determine the specific requirements and potential additional costs. Large tasks or those outside the regular maintenance agreement will be communicated and approved before commencement.

### **5.3 Content Updates and Edits**

We commit to timely completion of provided tasks by the client, ensuring your website stays dynamic and up-to-date. Our goal is efficient handling of your requests, providing flexibility and responsiveness in managing your website's content.

**Content Updates:** The allocated hours for content updates represent the time our team will dedicate to accomplishing tasks provided by the client.

**Edits:** An "edit" is defined as 15 minutes of work. This definition allows for a more granular understanding of the time allocated for smaller adjustments or modifications. Notably, edits can be combined for more extensive tasks.

#### **Approval Process:**

Upon completion of content updates or edits, clients are encouraged to provide timely feedback or approval. This ensures a smooth workflow and allows for any necessary revisions.

#### **Exclusions:**

Please note that major redesigns, restructuring, or new feature additions are not covered under standard content updates and edits. Such requests may require a separate agreement or incur additional charges.

### **5.3 Additional Work and Fees**

Please note that any additional hours beyond the agreed-upon allocation for content updates or edits may be subject to an extra fee. This fee will be communicated to you in advance, ensuring transparency and allowing you to make informed decisions about the scope of additional work. Our goal is to provide flexibility while maintaining fairness in our service offerings.

#### **5.4 Technical Support**

We are committed to providing high-quality technical support for our services, addressing issues related to product use and functionality promptly. While dedicated to assisting clients, we emphasize fair use, reserving the right to address excessive, unreasonable, or misuse-related support requests that may compromise service integrity. We encourage responsible use, ensuring support requests align with genuine needs and usage scenarios to maintain service quality for all clients.

During the term of this agreement, technical support will be provided during regular business hours. Technical support includes assistance with issues related to the functionality, performance, and operation of the website. The following types of issues are covered under technical support:

**Bug Fixes:** Rectifying errors or malfunctions that affect the proper functioning of the website.

**Troubleshooting:** Identifying and resolving issues related to the website's performance or functionality.

**Guidance:** Providing guidance and assistance on the use of features within the website.

Please note that technical support does not extend to issues arising from third-party integrations, modifications made by parties other than Genesis Software Creations, or any changes made to the website without the explicit consent of Genesis Software Creations.

### ***5.5 Response Time of Maintenance Request***

We are committed to providing timely assistance for technical support and content update requests. During regular business hours, our target response time is 24 hours from the receipt of the request. This response time may vary based on the complexity of the issue or update and the order in which requests are received.

While we strive to address and resolve issues and content updates promptly, please understand that certain complex matters may require additional time for thorough investigation and resolution. In such cases, we will communicate any expected delays and provide regular updates until the issue or update is successfully addressed.

For requests submitted outside of regular business hours, the response time may be extended to the next business day.

We recommend that clients provide detailed information and context when submitting requests to facilitate a quicker and more accurate resolution.

### ***5.6 Termination of Services***

Either party may terminate hosting and maintenance services with a 30-day written notice. If the plan has been paid, it will not be refunded, and the services will continue until the end of the paid period. If termination occurs before the end of the paid period, no prorated refunds will be issued.

## **6. Client Responsibilities**

### **6.1. Content**

You are responsible for providing all necessary content for the website. Genesis Software Creations is not liable for delays caused by late or incomplete content delivery.

### **6.2. Communication**

Timely communication is essential for project completion. Delays in client responses may affect project timelines.

## **7. Confidentiality**

Both parties agree to keep confidential any proprietary or sensitive information shared during the course of the project

## **8. Data Protection and Privacy**

### **8.1. Personal Data**

In the course of providing services, Genesis Software Creations may process personal data. We commit to processing such data in accordance with the General Data Protection Regulation (GDPR) and the Dutch Data Protection Act (AVG).

### **8.2. Data Security**

We implement appropriate technical and organizational measures to ensure the security and confidentiality of personal data.

### **8.3 Data Processing Agreement (DPA)**

If required, we are open to entering into a separate Data Processing Agreement with you to outline our responsibilities regarding the processing of personal data.

## **9. Payment Terms**

### **9.1 Payment Arrangements**

#### ***Short-term/One-off Projects***

Full payment is required in advance for short-term one-off projects.

#### ***Long-term Projects***

For longer one-off projects, an initial 50% payment is due in advance, with the remaining 50% payable upon completion of the work.

#### ***Monthly or Annual Ongoing Services (Including Subscription-based Plans)***

Payment for monthly or annual ongoing services, including subscription-based plans, is due in advance.

### **9.2 Payment Due Date**

Payments are due within 14 days of the invoice date unless otherwise agreed upon.

### **9.3 Currency and Payment Consistency**

We strive to keep payments consistent with the currency specified in the quote.

### **9.3 Late Payments**

After the expiration of the 14-day payment term or as otherwise stipulated in the agreement, Genesis Software Creations will send a reminder. If the payment is not received within 14 days after the reminder is sent, Genesis Software Creations reserves the right to transfer the payment to a collection agency. However, we will strive to avoid this by engaging in dialogue with the client.



### ***9.5 Website Suspension***

In the event of an overdue payment beyond the specified term and reminder period, Genesis Software Creations reserves the right to suspend website hosting and maintenance until resolution is achieved for the outstanding invoice.

### ***9.6 Immediate Payment in Certain Circumstances***

If the client undergoes liquidation, bankruptcy, attachment, or suspends payment, our claims on the client will become immediately due. In such circumstances, the client is required to promptly settle any outstanding amounts owed to us.

### ***9.7 Ownership of Services***

The services provided, including websites, hosting, and maintenance, shall remain under our ownership until the client has paid the agreed-upon price in full. We retain the right to assert ownership and control over these services until full payment is received.

### ***9.8 Right of Retention***

If the agreed-upon advance payment or price for digital services has not been paid in accordance with the agreement, we reserve the right of retention. The full delivery of digital services, including websites and related maintenance, will be withheld until the client has paid in full according to the agreement.

## **10. Force Majeure**

### ***10.1 General Explanation***

Force majeure is never pleasant. We strive to find a solution in case of force majeure. However, if circumstances such as a strike, excessive employee absenteeism, (temporary) staff shortage, computer viruses, adverse weather conditions, fire, business and technical malfunctions within the office, or with external parties we engage, hinder our ability to operate, we will promptly inform our clients. We cannot be held liable for such occurrences as they are circumstances beyond our control, making the fulfillment of our obligations to the client wholly or partially impeded or unreasonable.

### ***10.2 Dialog and Solution***

In the event of force majeure, Genesis Software Creations and our clients must engage in a dialogue and seek the best solution for the given situation. Even in this situation, our objective remains to achieve a mutually beneficial outcome.

### ***10.3 Suspension and Termination***

In the event of force majeure, our obligations to the client will be suspended as long as we cannot fulfill them. If the situation mentioned in the preceding sentence lasts for 30 calendar days, both parties have the right to terminate the agreement in writing, either in part or in full.

## **11. Changes to Terms and Conditions**

Genesis Software Creations reserves the right to update or modify these Terms and Conditions at any time. Clients will be notified of any changes.

By engaging our services, you acknowledge that you have read, understood, and agree to these Terms and Conditions, as well as the terms and conditions of third-party hosting services, where applicable.

Date: 22 November 2023

Version: 1.1

*Genesis Software Creations*