

Terms of Service

Thank you for working together with Make it WordPress. By using services from Make it WordPress, you agree to these terms of service. If you can not accept these terms, do not use the services of Make it WordPress in any way.

1. Definitions

1. Contractor: Make it WordPress, registered at the Chamber of Commerce as a Trade Name of CreativeSolvers under registration number 54845874. Hereinafter referred to as Make it WordPress.
2. Client: Every natural or legal person with whom Make it WordPress concludes an agreement or negotiates the conclusion thereof, to who Make it WordPress makes an offer or any natural or legal person that is using the services of Make it WordPress.
3. Terms: these terms and conditions.
4. Order: The services agreed upon by the Parties;
5. Quotation: the quotation as created by Make it WordPress, which indicates what the Order to be performed consists of as well as the amount to be paid by the Client.
6. Parties: Make it WordPress and Client.
7. Party: either Make it WordPress or Client.
8. User: Any natural person who uses or may use the Services.
9. Services: All services provided by Make it WordPress under the Agreement, including web design, WordPress development, web hosting and, domain registration.
10. Agreement: the agreement between Make it WordPress and the Client under which Make it WordPress will provide the service to the Customer and of which the General Terms and Conditions form an inseparable part.
11. In writing: any written communication by letter or by email, provided that the identity of the sender and the integrity of the content have been adequately established.

12. Confidential Information: non-public information related to a Party or the Parties or information that a Party indicates is confidential, or that, by its nature or under the circumstances under which the disclosure is made, should be treated as confidential.

13. Intellectual Property Rights: rights including but not limited to copyrights, trade name rights, trademark rights, patent rights and domain name rights.

14. Consumer: any natural person who is not acting on behalf of a profession or business.

2. Introduction

1. Make it WordPress provides WordPress development, WordPress consulting, WordPress hosting and domain registration services through its website and communication channels.

2. These terms form an agreement between Make it WordPress and the Client. The Client guarantees to have the full authority to accept these Terms or is authorized to accept these terms when representing an entity including but not limited to an organization, group or business.

3. These Terms apply to all Agreements and Services as provided by Make it WordPress. Conditions set by the Client that deviate from, or do not appear in, these Terms are only binding if they have been explicitly accepted in writing by the Parties.

4. The Terms, at the conclusion of the Agreement, are known to both parties.

3. Eligibility

1. The Client must be at least 18 years of age to enter into an Agreement or use any of the Services, or any higher age if required by the jurisdiction of residence.

2. By using the Services or entering into an Agreement, the Client and the User assures that the personal information provided is current, truthful and complete. The Client and/or User are responsible for making sure this information remains complete, current and truthful.

3. The Client must notify Make it WorkPress of relevant changes in its personal information, such as changes in billing data or address, as soon as possible.
4. By applying for an account at Make it WorkPress, the User is responsible for the account security including but not limited to the safety of the User password and accepts the risks that can occur because of any authorized or unauthorized access to the Clients account.
5. In case of detection or suspicion of any unauthorized access or security breach related to a User account, the Client or User assures to notify Make it WorkPress as soon as possible.
6. The above conditions apply to all Users that the Client may be able to register through the eventual Client portal of Make it WorkPress.

4. Quotations

1. Quotations are free of obligation unless otherwise agreed.
2. Only the description of the assignment given in the quotation is binding.
3. When original contents of the assignment given by the Client changes, the quotation may be changed by the adjusted content. Make it WorkPress is not tied to the price of the engagement when it appears that the client requires more work than agreed.
4. Make it WorkPress has no obligation to deliver any part of the assignment against a corresponding part of the entire price.
5. Make it WorkPress has the right to charge third-party fees directly; which also applies to price changes from third parties.
6. Initial communication regarding a potential Agreement is without obligation, and does not oblige Make it WorkPress to anything. In the case that initial communication or preparation requires substantial effort from Make it WorkPress, it has the right to charge costs on basis of the hourly fee of Make it WorkPress.
7. Quotations are unless otherwise stated, exclusive of value-added tax (VAT) or any other tax as imposed by tax authorities.

8. Every offer made by Make it WorkPress is valid until 15 days after the offer, without any obligation. Make it WorkPress is not obliged to accept after this period, but if Make it WorkPress is doing so, the offer is considered accepted.

9. The client can apply to the Services or ask for a modification of existing Agreements by using the forms as provided on the website and platform of Make it WorkPress, or by asking for a quotation or any other written proposal in writing from Make it WorkPress.

10. Make it WorkPress is not bound to the Agreement, if acceptance terms of the Client deviate from the offer of Make it WorkPress

11. The applicability of any purchase conditions or other conditions of the Client is expressly excluded.

5. Confirmation

1. Assignments must be confirmed in writing by the client. If the Client fails to do so but consents orally or in writing, or creates the impression of confirmation, Make it WorkPress has the right to commence the work commissioned, and the terms of the quotation and the general conditions will apply as agreed.

2. Make it WorkPress reserves the right to terminate an Agreement at any time free of charge, if new information becomes available which make the execution of the Agreement reasonably unacceptable for Make it WorkPress.

3. After acceptance, the Agreement may be amended only with the agreement of Make it WorkPress.

4. The Client must inform Make it WorkPress when the same job is outsourced to multiple designers or design agencies and, indicate who is involved.

6. Implementation of Agreement

1. The client is committed to a timely delivery of necessary, complete, sound and clear information, access to necessary user accounts, or materials. The delivery of incomplete, faulty and or unclear information or material remains at the risk of the client.

2. The client ensures that it will retrieve the relevant permits or licenses, if a client requires a permit or license from a governmental body or any other third party for the specific use of any Services. The Client guarantees to own all necessary permits or licenses that are necessary for the use of the Services by the client.
3. Make it Workpress will take effort to consider requests of the Client while executing the Agreement and will indicate if requests can not be initiated.
4. Make it WorkPress offers professional craftsmanship at its best ability and insight, but has the right to use third parties to complete the assignment, whether or not agreed upon beforehand. In the case of third party involvement, the terms of the involved parties apply.
5. Any additional related costs because of the involvement of third parties shall be for the account of the Client, with prior approval of the Client.
6. The use of products or services of third parties relating to the Agreement is at the expense and risk of the Client. Make it WorkPress can act as an intermediary for an agreed fee. When the payment of third parties is arranged through Make it WorkPress, Make it WorkPress has entitled to request the Client an advance on costs.
7. Modifications related to the contract must be made explicit to Make it WorkPress by the Client in writing and on time. If this is done orally, the risk for the implementation of these modifications is on behalf of the Client.
8. Both Make it WorkPress and the Client should allow each other to audit the latest concepts, designs, models, prototypes, websites, documents or sample designs and approve these, before proceeding to publication or reproduction.
9. The deadlines agreed between the client and Make it WorkPress are indicative and not to be regarded as final dates, unless agreed otherwise in writing. Make it WorkPress is not responsible nor liable for any damages arising from exceeding deadlines.
10. When modifications to the original agreement are made by one of the Parties, the agreed delivery time can be exceeded.
11. The basis of the agreement for the Agreement is based upon an obligation of effort unless expressly agreed in the Agreement that the required effort exceeds this obligation.

12. If the Client requires an unreasonable effort for the agreed assignment, Make it WorkPress has the right to charge a new quotation for this and to come to a supplementary Agreement.

7. Confidential Information

1. The client and Make it WorkPress, when entering into the Agreement, commit themselves to treat all information, if required for the Agreement or reasonably expected, as confidential and take the effort to ensure that information can be kept confidential.

2. The obligation of confidentiality will not apply if a party, as a result of legislation and/or judicial decisions must disclose the confidential information and cannot rely on a legal right to keep the evidence confidential.

3. Any obligation of confidentiality shall cease at the time the information is available from public sources.

4. The Client is responsible for ensuring that personal data or other confidential information which Make it WorkPress will not need is, as far as possible, omitted or made unreadable and that the confidential information is not used for other purposes, and to provide Make it WorkPress with the confidential data in a secure manner.

8. Hosting Contracts

1. The contract for the hosting and management of Make it WorkPress should be entered for the minimum period of one year, taking into account the notice period of two months if the Client is paying a yearly fee. If the Client has enabled monthly billing, the minimum contract period is limited to one month.

2. The termination of hosting and management subscription must be in writing and can be requested at any time during the current period. If the notice takes place within the agreed period, there is no possibility of receiving compensation for the remaining months or days.

3. Unless a Party terminates, Make it WorkPress will tacitly renew the subscription for the duration of the contract period.

4. The Parties can terminate the Agreement or Services related to web hosting or domain registration in writing for convenience at any given time, taking into account the notice period for the given subscription. For the remaining period, Make it WordPress is not obliged to offer any compensation or refund.

5. Make it WordPress reserves the right to utilize the services of third parties for its hosting and management services.

9. Hosting Conditions

1. While Make it WordPress will make great efforts to ensure the reliability of their hosting platform, it can not guaranty 24-7 availability. Make it WordPress does not guarantee a certain percentage of uptime but is committed to getting this percentage as high as possible and above a reasonable percentage.

2. The client indemnifies Make it WordPress against claims from third parties arising from how the client uses the provided hosting and management services.

3. Make it WordPress will take effort to update used software, but can be dependent on suppliers.

4. Make it WordPress is not obliged to perform updates if this does not benefits the Services.

5. The Client acknowledges that it is aware that the execution of updates can result in a limited availability of the systems of Make it WordPress for a short period.

6. In the case a Client is aware of situations that may influence the availability of Services from Make it WordPress, such as a sudden influx of visitors or heavy usage of a site, it must notify Make it WordPress before the event so the appropriate actions can be taken. Any reasonable costs made for these actions shall be borne by the Client.

7. The hosting packages of Make it WordPress indicate certain limits on bandwidth. If a client surpasses this bandwidth for any of their websites or applications, an extra fee is charged. This overage bandwidth fee is determined at €0.05 per GB bandwidth overage. Prices may be subject to changes and are excluding value-added tax.

8. By default, the hosting packages of Make it WordPress do include the support for outgoing emails, outbound from the server, using a third-party service ensuring optimal de-

livery. By default, a maximum of 500 monthly outgoing emails is supported. If a client's website or application is surpassing this amount, a fee of €1 per 1000 emails is charged. Prices may be subject to changes and are excluding value-added tax.

9. In addition, Make it WordPress does also includes image optimization. Optimization for a maximum of 1000 images per subscription is supported per month (including the thumbnails generated by WordPress). Additional image optimization will be charged €10 per 10000 images. Prices may be subject to changes and are excluding value-added tax.

10. Make it WordPress may provide a Google Maps API connection for client websites. Usage of this API is billed at €0.10 per 1000 views. Prices may be subject to changes and are excluding value-added tax.

10. Management & Support Conditions

1. Make it WordPress will take the effort to timely answer client support requests within the scope of the hosting and management conditions. Make it WordPress will at least try to react in a minimum of 7 business days.

2. The support only covers issues related to hosting and/or management services provided by Make it WordPress and is limited to email only. Support outside of these conditions can be provided for a fee, providing it can be delivered and after it has been agreed upon by the Parties. Examples of support that fall outside the scope of the regular conditions are issues caused by Plugins and Themes, issues related to WooCommerce, slow loading websites as a result of heavy database usage, slow plugins or slow themes, questions about Plugins and Themes, questions about website-related topics such as Google Analytics, custom development and advanced optimization.

3. Make it WordPress will at least take a monthly effort to update the plugins, themes and WordPress core files on the client's websites providing these applications are suitable for WordPress.

4. Make it WordPress is not obliged to update plugins or themes if they do not incorporate the native update function as provided by WordPress, independent of the repository the package is updating from. An example is updating plugins or themes by manually uploading the updated files because the given plugin or theme does not support updating over WordPress.

5. Make it WordPress will execute performance optimizations of the website at the moment a client starts hosting a website on the platform of Make it WordPress. Included optimization techniques are the implementation of caching techniques as supported by the server, if possible image optimization and if possible minification of assets.
6. Make it WordPress will make the required effort to make the website faster with only the included, and aforementioned techniques, but is not obliged to give a report of performance comparisons.
7. Advanced optimization such as manually optimizing and rewriting code, advanced database optimization, optimization for Webshops and other complex plugins, and optimization of global delivery is excluded, unless specifically agreed otherwise providing it can be delivered. When agreed otherwise, the Client is subject to an additional fee.
8. Not included in the management of websites is the (technical) development of plugins, themes or any software on the client's website, including plugins or themes that show instability, use a lot of server resources or have technical defects, even after updating.
9. Setting up or adding any content of a client's website, such as adding texts and images to websites, and adjusting settings in anything inside of WordPress, is not part of the management contract. Make it WordPress can support a Client with this for an additional fee.
10. Make it WordPress will at least make daily backups with a maximum retention period of 4 weeks and has the right to utilize the services of third parties for creating backups. While Make it WordPress will take serious efforts to ensure data safety of backups by storing them on off-site locations, (partial) data loss or exposure can not always be prevented, for example in the case of extreme external factors, security breaches, hacking attempts or hardware failures. The Client acknowledges that they are ultimately responsible for the protection of data loss and are advised to perform regular backups to their own storage locations.
11. The Client acknowledges that to ensure back-ups can correctly take place and server services keep running, an equal space to the Clients application must remain reserved and freely available on the provided server, for performing these backups and streaming them to remote storage.
12. Make it WordPress will make efforts to improve the security of a website by implementing isolation of client accounts on the server level, server firewalls and by the instal-

lation of a security plugin to monitor login events, scan for corrupted files and register security-related events, but ultimately the Client is responsible for the security of their applications.

13. Make it WordPress also has the right to eventually add a plugin to audit all user actions taken on the given installation to enhance the security of a website, if deemed mandatory by privacy regulations.

14. Make it WordPress is not responsible for any loss in performance or any impairment of security that is caused by the deactivation of the responsible plugins by the Client, nor responsible for any vulnerabilities in software that is not written by Make it WordPress.

15. Make it WordPress has the right to reject Clients migrating their existing websites to the platform of Make it WordPress if they contain unstable, incorrect or mal-performing software, themes or plugins.

16. Make it WordPress has the right to reject clients for maintenance only subscriptions if the client website contains ill-performing plugins, themes or if the Clients hosting provider is using outdated practices, old versions of PHP, MySQL or MariaDB, does not support server-side caching, lacks security or privacy measures or doesn't provide free SSL certificates.

17. Make it WordPress reserves the right to temporarily disable certain functionalities of the website used for the benefit of the management of the specific website.

18. If a client, by improper use of applications, extensions or software, does harm a site or a server under the management of Make it WordPress, Make it WordPress is not responsible for the actual damage or the repairing of the damage. If desired, Make it WordPress may enter into a new agreement in which it helps to repair this damage.

19. If by any fault of the client, such as the use of unsafe, abandoned or unstable applications, obstruction management has occurred for Make it WordPress, extra costs may be charged to the respective client and the contract may be suspended or terminated.

20. If a client by improper use of applications, extensions and or software continuously harms the website, the performance, and/or the safety of the services provided by Make it WordPress, Make it WordPress has the right to terminate the agreement and refer the client to another party.

21. Make it WordPress nor any employee of Make it WordPress is not obliged to communicate outside the official channels, and no rights can be derived from any communications. Official channels include email and contact forms on the website and platform, but exclude social media channels.

22. Support is provided upon basis of reasonability. Make it WordPress has the right to limit the support to reasonable limits related to the client subscription, and ask a fee for any extended or extra support if this surpasses any reasonable limits.

11. Client Content

1. As part of the web hosting services, Make it WordPress is not responsible for any design or development on a Client website unless agreed otherwise, including modifications to plugins and themes.

2. As part of the Services provided by Make it WordPress, the Client may be enabled to store any type of content on the Client website. The Client is fully responsible for all the content, including but not limited to the development, creation, editing, writing, and testing of content.

3. Make it WordPress has no obligation to update, validate or monitor any content on a Client website unless otherwise agreed.

4. The Client guarantees that any content on a Client website is not violating any intellectual property right. Make it WordPress is under no circumstance responsible for any content on a Client website.

5. Make it WordPress has the right to terminate a Service if a Client website or Account is infringing or violating the intellectual property of others, whether it is a repeat or not.

6. Make it WordPress has the right to reject an Agreement if a Client website, design or strategy contains one of the following demands:

- a. The storage, distribution or exhibition of pornographic or offensive material
- b. The showing, advertising or facilitating of gambling and gaming practices.
- c. The storage and distribution of any material with a threatening or defamatory nature.

- d. The storage and distribution of any licensed or copyrighted material.
- e. The storage or distribution of any material or information that is illegal according to Dutch and international laws.
- f. The storage or distribution of any material that contains information about hacking, cybercrime, violate the right of third parties, contain hyperlinks or references to torrents.
- g. Material that promotes violence, discrimination, racism or hatred against any group or individual.
- h. Any fraudulent, misleading, deceptive, false, spammy, unethical materials.

Make it WorkPress also has the right to immediately terminate the contract if any of the above materials have been discovered, without any compensation for the remaining contract period.

12. Acceptable use of hosting

1. The Client and User shall use the Services in accordance with what Make it WorkPress may expect from a careful Client or User.
2. The Client guarantees to communicate appropriately and decently using the official channels and never forward any information about Make it WorkPress, other Clients, Users or representatives that can be considered confidential, demeaning or offensive in any matter.
3. The Client guarantees that it does not actively participate or assists others in damaging or interrupting the Services, testing or hacking the vulnerability of any systems behind the Services, reverse engineering any systems in the Services nor upload, host or develop any malicious code in any of the systems behind the Services or on any Client websites provided.
4. The Client agrees to use the Services within the limits as advertised, and guarantees that no excessive load is placed on any server, CPU, memory, bandwidth or storage device.
5. The constraints for the hosting and management services for the entry-level packages specified as Shared in the services offered are based on average usage, also designated

as fair-use. If a website is deviating from the average use, Make it WordPress reserves the right to deny hosting or conclude an agreement in line with the actual usage of the website and/or add any extra costs incurred as of extra resources and bandwidth used.

6. In case of an ongoing excessive load of the systems for the Shared package, Make it WordPress has the right to terminate the subscription but it will make efforts to notify the client and look for a solution.

7. The entry-level hosting package designated under the Shared package does not support complex WordPress plugins such as WooCommerce, bbPress, WPML or any plugin that has a significant drain on server resources. Make it WordPress has the right to notify a Client of this and move the Client's website using such plugins to a higher server plan, and arrange a fee for this accordingly.

8. The constraints for the hosting and management services for plans with fixed virtual CPU, memory, bandwidth or storage, are based on the resources of the advertised server including the advertised bandwidth. If an application or website of a Client on such a package consumes more resources than a server can handle, applications may become slow or unavailable. Make it WordPress is in such a case not responsible for any downtime of applications and/or websites nor any error notifications within applications, but may offer the suggestion to scale to a higher server package.

9. The Client acknowledges that for plans with fixed virtual CPUs, memory, bandwidth or storage, the Client website or server may become unavailable if any of these limits are surpassed.

10. The Client is subject to fees if any of the advertised limits are surpassed.

11. Make it WordPress has the right to suspend or terminate the Services of a Client if a client is abusing the Service in any other way not mentioned above, including using the Services for video streaming, large scale storage hosting or video hosting.

12. The Clients is responsible for all acts of Users related to the Services it is using. The client indemnifies Make it WordPress from any damages related to the use of Services by Users.

13. If any of the Client applications or websites are used in any illegal activity including but not limited to cyber-related crimes, denial of service attacks, spamming networks,

phishing attempts or crypto-mining, Make it WordPress has to right to terminate the contract directly without any compensation for any remaining days according to the contract.

13. Domain Registration

1. Make it WordPress can register domains for the Client if required. The ownership of any of the domains will belong to Make it WordPress if the ownership of any of these domains has not been agreed upon or specified by the Client. Make it WordPress is not liable for any damage due to any unspecified agreed property or to any usage of the registered domain.
2. Make it WordPress only plays a mediating role in the application of domain registration and does not guarantee that the application can be fulfilled.
3. The application, allotment and usage of a domain name shall always be subject to the rules and procedures of the relevant registration authority at the time of registration. The Client is obliged to act according to these procedures, rules and any other relevant regulations for the registration of domains and must ensure that it is aware of the aforementioned legislation and procedures.
4. Make it WordPress can not guarantee the continuity or existence of registered domains.
5. The client shall, when using the domain name, comply with all laws and regulations and all conditions set by the registration authorities when using the domain name. In particular when registering domain names, the general terms and conditions of the registering authority shall apply.
6. The use of the registered domain shall be entirely under the responsibility and liability of the Client. The Client shall indemnify Make it WordPress for all damage related to the use of the domain on behalf of the Client.
- 7.. The Client agrees that any disputes concerning the domain name may be settled through the Dispute Resolution Policies of the registering entity.
8. The customer indemnifies MakeitWordPress from any claim from third parties resulting from infringements of its intellectual property rights due to the use of the intended domain

name. Make it WordPress expressly states that the registration of a domain name is not an establishment of a trademark right.

9. If a domain name is terminated by a Client or because of a decision on a domain dispute, the Customer has no right to a refund or replacement.

10. Make it WordPress has the right to transfer, block, terminate or disable a domain if a Client is failing to comply with obligations under these Terms or by breach of contract from the Client. Make it WordPress shall not be liable for any damage resulting therefrom.

11. Unless parties agree otherwise, a domain name is registered for 12 months and tacitly renewed for the same period. If one of the parties wishes to cancel the domain, it must be confirmed in writing no later than 2 months before the end of the period. An invoice stating the fees for a domain registration is not a confirmation of the actual registration of the domain. After Make it WordPress has received agreed payment from the client, it will take effort to register the given domain.

12. Upon indication, Make it WordPress will take effort to install a SSL certification to the specified application or website. The application procedure of SSL certificates is subject to the rules and procedures of the relevant supplier of the SSL certificate.

13. Make it WordPress shall not be liable for any damages resulting from the unavailability or non-renewal of SSL certificates. The Client is responsible to notify Make it WordPress for expired or invalid certificates on a Client website.

14. In addition, while Make it WordPress does offer services for the integration of e-mail providers with a Client's domain, it is not required to offer support on any aspect of this e-mail integration and does not offer e-mail hosting by itself.

14. Search Engine Optimization & Browsers

1. Make it WordPress will take all effort to improve the searchability and discoverability of the website of the Client in search engines if agreed upon as a service, but can not guarantee the outcome.

2. If Make it WordPress require access to any account for the benefit of the searchability of the Client, the Client indemnifies Make it WordPress to create these accounts or to grant access to the relevant accounts.
3. The Client accepts that the visibility and results in any search engine belong under the full responsibility of the administrator of that particular search engine.
4. Make it WordPress will take efforts to make a website compatible with modern browsers such as Chromium-based browsers and Firefox if agreed upon as a service, but excludes support and compatibility for Internet Explorer and Safari.

15. Takedown

1. If Make it WordPress receives that by use of the Services any third-party rights or violated, or in any way these Terms are violated, it will inform the Client of the violation. In exceptional cases, according to Make it WordPress, notification is not mandatory.
2. The Client is obliged to motivate in writing the reason behind this violation. In urgent cases of violation, Make it WordPress has the right to suspend or terminate the Services.
3. Make it WordPress has the right to inform third parties or relevant governing authorities with the Client name if a complaint has been filed towards the Client or any User from the Client in case it is obliged by applicable law and regulations, or when it is sufficiently plausible that the Client or User in question has acted unlawfully and caused damage to the third party, or if the interest of the third party should prevail.
4. Make it WordPress is entitled to report any cases of criminal material on a Client website and is allowed to hand over any relevant information to the concerned authorities.

16. Copyright, design rights, and ownership

1. The copyrights and other intellectual property rights to all materials developed or provided by or on behalf of Make it WordPress related to the assignment, including but not limited to analyses, advice designs, sketches, drawings, photographs, films, agreements, licenses, documents, reports and quotations, are vested in Make it WordPress and/or its

licensors. The Client only acquires the rights which arise from the scope of the Agreement or which are further granted.

2. All the services provided are the exclusive property of Make it WordPress, including but not limited to all computer code, artwork, software, methods, algorithms, content, trademarks, and tradenames.

3. All data placed by a Client on a Client website, is owned by the Client and its Users. Make it WordPress will only use this data if required for executing the Services.

4. The Client does not have the right of access to the source code of any of the software provided by Make it WordPress.

5. Make it WordPress has the right to take the appropriate actions to protect its property.

6. Make it WordPress guarantees that the delivered work is designed by Make it WordPress, and can act as the copyright owner of the work. Copyrights are not included in the costs of any assignment.

7. The client agrees to not infringe the copyright or industrial property rights of third parties and indemnifies Make it WordPress of consequences of improper use.

8. Make it WordPress is not obliged to research the existence of relevant rights to the client.

9. Unless the work is not suitable for such a purpose, Make it WordPress is always entitled to have its name mentioned at or removed from the given work. The client is not allowed, without prior approval, to publicize or reproduce the work without mentioning the name of Make it WordPress.

17. Usage and Licensing

1. The Agreement will provide what the design or any other provided work will be used for. If the client wants to extend the use, this will be done in consultation with Make it WordPress. This license applies as long as the customer meets the financial obligations associated with them. Usage by third parties is only allowed with written permission from Make it WordPress.

2. The client may not make any changes without written permission of Make it WorkPress in the preliminary or final design. Make it WorkPress must first be able to make a desired change by the client. A fee is payable based on the rates charged by Make it WorkPress.

3. Make it WorkPress has the freedom to use all designs for their promotion and/or publicity and has the right to use the Clients' name and logo, unless agreed otherwise. Examples are using the work in the portfolio and writing about the project on websites, in magazines, articles or books.

18. Fees

1. Fees stated are in euro and exclude any taxes such as value-added taxes (VAT), services tax, sales taxes, levies or any other duties as imposed by tax authorities.

2. In addition to the agreed fees in the Agreement, other costs incurred under the contract will also be charged, such as travel, administration and transportation costs and costs of third parties. When a Client requests additional meetings, which could be considered outside of the scope of the contract, hourly fees do apply.

3. Make it WorkPress is entitled to unilaterally change the subscription rate or any of its other service fees at any time, upon prior notification to the Client because of rising purchase costs or improvements of service. At the moment of a fee change, the Client has the right to stop the Agreement without the right of refund for any fee paid.

4. In addition, Make it WorkPress is entitled to raise prices for its subscription services yearly by a maximum of 5 percent.

5. If the Client requests urgency in any project by giving certain requirements such as a short term deadline, Make it WorkPress has the right to a surplus of the hourly rate taking into account the urgency of the demand.

6. When Make it WorkPress has to perform more or other efforts due to the incorrect or late supply of information or materials in the Agreement, this work will be separately charged. Amendments to the contract which lead to lower costs or activates may result in a reduction of the amount previously agreed between the client and Make it WorkPress.

7. In some cases, the Client may require Make it WorkPress to be associated with a project over a longer term period. If the Client involves Make it WorkPress in an iterative project, Make it WorkPress reserves the right to bill the monthly costs and hours for the project.

8. For standard Agreements, the amount of iterations for design work is limited to two iterations without additional fees.

9. All deliveries resulting from the total or partial execution of the contract will take place on the condition of precedent of payment.

19. Payment

1. Payments must be made within 14 days after the invoice date. The payment and the bank account is clearly shown on the invoice. If payment is not made within the given payment period, Make it WorkPress will send a reminder and additional administrative costs (€10) will be charged.

2. If payment is not made within 30 days of the payment term, an additional administration fee (€40) will be charged.

3. If after the expiration of 60 days from the payment term Make it WorkPress has not received any full payment, the client is in default and the statutory interest will be added to the invoiced amount. All costs incurred by Make it WorkPress, such as litigation, judicial and extrajudicial costs, including the costs of legal assistance, bailiffs, and debt collection agencies, in connection with overdue payments, shall be borne by the client. The extrajudicial costs are set at least 10% of the invoice amount with a minimum of €125 excluding VAT.

4. Make it WorkPress has the right to charge a monthly fee for work performed and costs incurred for the execution of the assignment.

5. The Client agrees that any fees for periodic payments or any subscription fees are to be paid at the beginning of the subscription period and will be tacitly renewed, unless agreed otherwise.

6. The Client acknowledges that any fees for periodic payments or any subscription fees will be automatically charged from the provided payment method, unless agreed otherwise.

7. Make it WordPress has the right to charge a 25% down-payment at the beginning of a project, a 50% payment during the completion of interim results, whereas the total is composed of the partial payments of each interim result and a 25% payment upon completion of the project.

8. If the payments of the client to Make it WordPress do not comply, Make it WordPress has the right to suspend everything relating to the Agreement rights and deliverables until the payment obligations are fulfilled by the client. The client may not use any of the work so far. Make it WordPress may require sufficient certainty for payment and is entitled to suspend or ultimately terminate the Agreement if that security can not be given.

9. In the case of untimely payments from the Clients side concerning hosting and subscription services, Make it WordPress has the right to suspend the Agreement or terminate delivering provided services, as well as terminate the Clients account.

10. If the Client does not pay an invoice, or does not pay it in full within the payment term, the Client will be in default by operation of law immediately after the expiry of the payment term, without a notice of default being required.

11. The claim for payment shall be immediately due and payable if the Client is declared bankrupt, applies for a moratorium or assets of the Client are seized, if the Client dies and/or if the Client goes into liquidation or is dissolved.

20. Revocation and termination

1. When the execution of the Agreement or the delivery of the work is delayed by failure or circumstances beyond the control of the Client or cancelled by the Client, the Client must pay the full agreed amount and the costs already incurred, notwithstanding the right of Make it WordPress to claim further costs or damages.

2. If any obligations, not at all or not be met in good time by the Client, in the case of bankruptcy or suspension of payment and liquidation of the client, the client can be attributed in default. In these cases, Make it WordPress has the right to suspend or dissolve

the Agreement and/or Services wholly or partially, without being obliged to pay any compensation and without warning and/or judicial intervention.

3. Make it WordPress has the right to terminate the Agreement or any Services if any of the Terms are violated by the Client and will inform the Client in writing.

4. At full or partial cancellation of the assignment by the client, the client must compensate for all contract costs incurred. Without prejudice to the right of Make it WordPress on compensation due to loss of profits and resulting in cancellation charges and/or damage.

5. To the termination of hosting and management contracts, the conditions concerning termination in article 8 apply.

6. If the Client has entered into an Agreement for hosting or domain registration services as a European Consumer, it has the right to revoke the agreement within 14 days after concluding the agreement. This right does not apply to services that are fully executed within the given period of 14 days, such as the registration of domain names.

7. The client can exercise the right of revocation by using the European Model Withdrawal Form and sending this to Make it WordPress.

8. If the client exercises the right of withdrawal, it is still obliged to pay for the services before the Client has revoked the agreement.

9. Make it WordPress shall take the necessary efforts to refund the Client within 14 days after the withdrawal of the agreement, in the case of a withdrawal by a European Consumer.

10. In the event of force majeure, including but not limited to power failures, malfunctions or failure of the internet, the failure of telecommunications infrastructure, network attacks, outages at global network providers, outages at global internet or cloud providers, DDoS attacks, attacks by malware or other malicious software, strikes, transport strikes, traffic congestion, mobilization, fire, floods, war, civil commotion, lockouts, lockdowns, business interruptions, delays in supply, import and export restrictions and, staff sickness, so that the execution of the Assignment or providing of Services cannot reasonably be required of Make it WordPress, the execution will be suspended or terminated if the situation persists for more than 90 days.

21. Liability

1. Make it WordPress uses, and processes matters entrusted by the Client with the same care as it comes to its affairs. If the Client wants to see that risk assured, he has to take care of himself.
2. Illness and temporary or permanent disability of Make it WordPress relieve her of the fulfilment of the agreed delivery or delivery obligation. The Client can not claim compensation for any costs and/or damages. Make it WordPress will notify illness and temporary or permanent disability as soon as possible to the client. The Client, after receiving this notification, has the right or eight days to cancel the contract in writing, but with the obligation to reimburse the already completed part of the assignment.
3. In the case of damage or destruction to any property of Make it WordPress which is caused by any cases or work as delivered by the client, any damage will be charged.
4. Make it WordPress is not liable for any errors in its work, nor is it liable for any data mutilation, (partial) data loss or data exposure.
5. Make it WordPress, including any of its employees, suppliers or any other third parties that are involved in providing the Services, are not liable to the Client or any third-party for any (indirect) damages, including but not limited to lost profits, lost savings, loss of goodwill, other incidental, consequential or special damages, computer damage, loss, service interruption, system failure, theft or destruction of content or data, the cost of replacement services arising in connection with the Terms, the cost of the inability to use services, or any other legal theory, and regardless of whether or not Make it WordPress has been advised of the likelihood of such damages, and even if a limited remedy herein provided appears to have defeated its essential purpose, and even if the Client has advised third-parties.
6. Make it WordPress is not liable for errors made by third parties or for errors due to unclear or incorrect information provided by the Client.
7. Make it WordPress is not liable for any downtime nor inaccessibility nor any indirect or direct damage resulting of downtime and/or inaccessibility of a Client website or application because of the failure of a third party, including hardware or software failures at any given third party that is utilized by Make it WordPress.

8. Make it WordPress is not liable for any damages including but not limited to any downtime, nor inaccessibility, nor any indirect or direct damage resulting of force majeure, including but not limited to power failures, malfunctions or failure of the internet, the failure of telecommunications infrastructure, network attacks, outages at global network providers, outages at global internet or cloud providers, DDoS attacks, attacks by hackers, malware or other malicious software, strikes, transport strikes, traffic congestion, mobilization, fire, floods, war, civil commotion, lockouts, lockdowns, business interruptions, delays in supply, import and export restrictions and, staff sickness.

9. If the client has provided Make it WordPress materials needed to execute the contract, the client indemnifies Make it WordPress of third-party claims concerning any copyrights on those materials.

10. Insofar Make it WordPress would be obliged to compensate any damages arising from defects in the Services delivered related the design and development projects, this compensation is limited to the invoice amount related to the supplied or agreed with a maximum of EUR 5.000 (whichever is lower) and shall be reduced by the costs incurred by Make it WordPress for engaging third parties.

11. In the exceptional case Make it WordPress would be obliged or liable to compensate any damages arising from any hosting and maintenance services delivered, including damages arising from the unavailability of a Client server or websites, this liability is limited to the aggregate amount of 3 (3) monthly fees paid by the Client related to the supplied or agreed preceding the claim, or to a maximum of 1000 euro (whichever is lower, excluding VAT), and shall be reduced by the costs incurred by Make it WordPress for engaging third parties.

12. Make it WordPress is not liable for any data loss, nor any direct or indirect damage because of data loss nor the recovery of any data because of data loss.

13. The liability of Make it WordPress for attributable failure in the performance of the Agreement will only arise if the Client immediately gives Make it WordPress notice of default in writing, properly and clearly, including a detailed description of the shortcoming, setting a reasonable term for curing the failure, and Make it WordPress continues to fail attributable in the performance of its obligations even after this term.

14. The Client will indemnify Make it WordPress of any liability and the consequences of third party claims for damage incurred in connection with services provided by Make it WordPress to the Client.

15. Make it WordPress is not liable for any damages, including but not limited to direct, indirect, consequential, punitive or incidental damages caused by the use of its website, its servers, its services and its software.

16. The Client is liable to Make it WordPress for damage caused by an error or shortcoming attributable to him. The Client indemnifies Make it WordPress against claims regarding failure to comply with the rules of conduct in these Terms when using the Services by or with the permission of the Client. This indemnification also applies to persons who are not employees of the Client, but have nevertheless used the Services under the responsibility or with the permission of the Client.

22. Inspection and Complaints

1. The client is obliged to inspect by designs, websites, concepts, layouts, or any other work supplied by Make it WordPress supplied for errors and defects and return them corrected and approved within 8 days after receipt to Make it WordPress. In the absence of a timely return, the client is considered to be approving the supplied work.

2. The client is obliged to inspect precisely the supplied services immediately upon arrival at their destination. Complaints must be reported within 8 days in writing to Make it WordPress after delivery of the services.

3. Complaints never give the buyer any right to wholly or partially suspend the payment of the agreed price or additional costs, while any appeal on a settlement is expressly excluded.

4. Defects that could not reasonably have been discovered within the prescribed period, should be reported in writing, immediately after discovery and no later than 30 days after delivery of the services, to Make it WordPress

5. The client can not derive any rights from the handling of a complaint, such as but not limited to suspension of payment. Make it WordPress is after a complaint is found to be justified, entitled to replace the given service.

23. Disclaimer of warranty

1. The client agrees that the use of Services and any other product, material, resource, website, platform provided by Make it WorkPress shall be at its sole risk. All services provided by Make it WorkPress are available as is and as available, without warranty, unless explicitly defined otherwise.
2. Make it WorkPress does not give any guarantee nor warranty that the services, any products, any of its software, any of its sites, any of its communication or the results of the usage thereof will comply with the requirements of the Client nor any other person, work without interruption, achieve any result, be compatible with any kind of software, services or systems or are completely safe, accurate, or virus, error and malware-free.
3. Make it WorkPress does not make any representation nor warranties of any kind, either express or implied, to its services, information, content, resources, software or any other products included on its website. Make it WorkPress disclaims all warranties, either express or implied, including but not limited to warranties of fitness for a particular purpose and merchantability.
4. Make it WorkPress takes serious efforts to ensure reasonable security of its platform and services, but cannot guarantee that security measures undertaken are without errors, that provided Services and applications are always secure, or that any of Make it WorkPress' or third-party service providers can not be defeated by unauthorized parties.

24. Other Conditions

1. General and special conditions of the client are only binding if they are not contrary to the terms of Make it WorkPress and Make it WorkPress and accepted these conditions in writing.
2. If any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.
3. Make it WorkPress reserves the right to make changes to these Terms at its sole discretion. Changes to these terms will be indicated by a revised data on top of these terms. Continued use of the Services provided by Make it WorkPress will constitute the Clients acceptance of the changes.

5. A Party is only entitled to transfer its rights and obligations under these Terms to a third party with the prior written permission of Make it WorkPress.
6. Make it WorkPress may assign its rights and obligations under these Terms to a parent, sister or subsidiary company, or a third party in the event of a merger or acquisition, without further consent of Client.
7. If Make it WorkPress fails to timely exercise any right under these Terms, it does not constitute a waiver of these Terms.
8. Legal claims from the Client under the Agreement will lapse after 1 year, calculated from the day on which fulfilment of the obligations under the Agreement existing between the Parties became due and payable, unless mandatory law provides otherwise.
9. On these conditions, the agreement which Make it WorkPress closes with the client, its creation and further all quotations and confirmations by Make it WorkPress are subject to Dutch law.
10. Any disputes arising from the agreement made between the client and Make it WorkPress lies solely within the jurisdiction of the court of the Netherlands.

Updated on June 29, 2024.