

John Knetemann: General Terms & Conditions

John Knetemann is a digital marketing freelancer (ZZP) located in Amsterdam, NL. Registered with the Kamer van Koophandel (KvK), or Dutch Chamber of Commerce, with KvK number: 76036626. Also, registered with the Belangdienst, or Dutch tax authorities. This document is to define and describe the general terms of service and conditions for purchasing the services and working with John Knetemann.

Article 1: Definitions of the Document

In this document, specific words are used. Below are definitions for such words when they appear:

1. "John Knetemann" - The legal entity of John Knetemann for services.
2. "Service"/ "Services" - Work performed by John Knetemann for the Client.
3. "Client" - A legal entity or person in a work agreement with John Knetemann.
4. "Agreement"/ "Agreements" - Written agreement on the matter of Services.
5. "Party" - Either John Knetemann or the Client.
6. "Parties" - Both John Knetemann and the Client.

Article 2: The Application of General Terms & Conditions

1. This document and the General Terms & Conditions apply to all correspondence, offers, quotes, Services, and Agreements provided or performed by John Knetemann.
2. Communication by email, text message (sms), or any other apps, such as but not limited to Facebook, Twitter, and LinkedIn, is considered written communication.
3. Communication in-person, over the phone, or over other voice apps, such as but not limited to Facebook, WhatsApp, and Skype, is considered verbal communication.
4. By the means of written communication, an Agreement with John Knetemann may differ or deviate from the General Terms & Conditions. In such cases, the changes and deviation only applies to that specific Agreement. The Client or any other entity or person cannot rely on the deviation for any other Agreements or Services, unless specified through written communication.
5. There are no deviations from the General Terms & Conditions through verbal communication.
6. These General Terms & Conditions can be amended or changed at anytime by John Knetemann for any reason. All changes that directly affect a client will be announced in advance, and all online postings will be updated promptly.
7. In the event of a major change to the General Terms & Conditions, the Client reserves the right to terminate an Agreement between the Parties. Termination must be done through written communication.

8. In the case of a termination due to changes in the General Terms & Conditions, all Services already will be charged to the client and must be paid within 14 days of termination.
9. If there are any terms or conditions in this document or in any Agreement made between the Parties that are found to be invalid, unenforceable, or in contrast with current law, the validity of all terms and conditions not invalid, unenforceable, or in contrast with current law shall not be affected. In such cases, the Parties will draft a new Agreement with the intent of previous provisions.

Article 3: Quotes & Quotations

1. Unless expressed in written communication to differ, all quotes and quotations by John Knetemann are non-binding.
2. The quote or quotation applies only to Agreements for which they are created for. The Client or any other entities or persons cannot derive any right from the quote or quotation for future Agreements or Services.
3. The quote or quotation is based on information provided by the Parties. In the case that the Client has not accurately portrayed or provided, whether purposely or by accident, all the necessary information- before, during, or after Services are rendered- John Knetemann reserves the right to revoke an Agreement, accepted or not. All Services already rendered will be charged to the Client and must be paid within 14 days of termination or by the time the Agreement states, whichever comes first.

Article 4: The Agreement and Agreements

1. An Agreement, or Agreements, is reached when a quote or quotation is accepted or confirmed by the Client, unless the quote or quotation is terminated or revoked by John Knetemann.
2. In cases where Services are rendered by John Knetemann without a quotation, such as time-sensitive moments of emergency, an Agreement is concluded at the moment such Services are rendered. In such cases, the Services will be charged to the Client on the basis of John Knetemann's minimum fixed rate.

Article 5: Pricing & Prices

1. Prices in quotes and quotations are always exclusive of VAT, taxes, costs incurred by John Knetemann, or governmental charges, unless explicitly stated otherwise in written communication.
2. John Knetemann reserves the right to change prices for any reason and will inform the Client in advance of any changes. The Client reserves the right to terminate the Agreement through written communication in the case of price changes. In such cases, the Client will be charged and must pay for all Services already rendered by John Knetemann up to termination at the former rate agreed upon.

3. Prices in quotes and quotations are always exclusive of any costs incurred by John Knetemann, unless stated otherwise through written communication. Such costs are generally related to the marketing budget provided for the client, and includes but is not limited to online advertisement, unique tools needed to perform Services, or the use of third-party consultancy.
4. John Knetemann reserves the right to claim an advance in payment for any Services rendered. If such advances are not provided by the Client, John Knetemann reserves the right to terminate any agreement between the Parties.

Article 6: Guarantees

1. John Knetemann commits to the fulfillment of the Agreement between the Parties. John Knetemann cannot guarantee that such commitment will succeed, partly because of the many factors that play into digital marketing success.
2. The Client acknowledges that social media networks, search engines, and other websites can change their algorithms and practices without prior notice. Such changes can affect the Services rendered by John Knetemann. John Knetemann has no liability over the results of such changes.
3. John Knetemann is not legally responsible or liable for the content or information posted on the Client's website, social media, or other communication channels.

Article 7: The Execution of Agreement/Agreements

1. John Knetemann will render Services of the Agreement to the best of its ability and knowledge.
2. In order to render Services of the Agreement, John Knetemann will need specific information, documents, data, and/or other materials, such as but not limited to usernames, passwords, and/or market research, from the Client. John Knetemann will communicate such needs to the best of its abilities to the Client. The Client must also make such information known to John Knetemann if they know such information will be helpful to the Agreement.
3. If the Client provides specific information, documents, data, and/or other materials, it is the responsibility and the liability of the Client to have all necessary and valid licenses, at all times, for their use. The Client indemnifies John Knetemann from all claims related to this specific information, documents, data, and/or other materials. John Knetemann is not required to investigate the validity of such licenses.
4. Third parties cannot derive any rights from the Agreement or Agreements with John Knetemann.
5. The client will provide to the best of its abilities all information needed for the fulfillment of the Agreement.
6. When sensitive information, such as specific information, documents, data, or other materials, is transferred from the Client to John Knetemann, the Client thereby gives

John Knetemann the rights to use this specific information, documents, data, or other materials.

Article 8: Services Outside of the Agreement/Additional Services

1. If John Knetemann renders any Services that are not outlined in the Agreement for the Client, these Services will be charged to the Client at John Knetemann's minimum rate, unless specified otherwise through written communication.
2. All Services rendered and charged that are not outlined in the Agreement will be made known in advance to the Client through written communication.
3. In cases where additional Services are rendered, John Knetemann reserves the right to request a new Agreement is formed or the existing Agreement is amended.

Article 9: Concerning Third-Parties

1. John Knetemann may hire the services of a third-party. The costs of the services rendered by the third-party will be charged to the Client. The Client will be consulted with in advance through written communication.
2. John Knetemann is not liable for the actions or services rendered by a third-party.

Article 10: Deadlines & Execution Time

1. All times listed in the Agreement are not legally binded and serve only as a guideline for Services.
2. If deadlines listed in the Agreement are not met, the Client reserves the right to terminate the Agreement.

Article 11: Billing & Payment

1. John Knetemann shall provide all invoices digitally. The Client must pay the invoice within 14 days of the invoice date.
2. In the case of a Client paying an advance, the advance will be deducted from the invoice.
3. In the case that an Agreement lasts more than 14 days or is rendered in phases, John Knetemann reserves the right to send invoices periodically to the Client.
4. In the event that the Client is late to pay an invoice or an invoice become overdue, John Knetemann will send notice to the Client that will outline terms in which the Client can fulfill payment. If the Client does not pay in accordance to the aforementioned terms, the Client will be in default.
5. In the case of the Client being in default, John Knetemann reserves the right to charge the Client statutory interest rate over the full amount of the invoice, including VAT or any governmental charges. The interest is calculated from the day after the default occurred until the day the invoice is paid in full.

6. In the case that John Knetemann incurs costs from or for collection of the invoice, these costs will be charged in full to the Client. Such costs include but are not limited to lawyer fees.

Article 12: Termination & Suspension

1. If the Client does not meet their obligations under the Agreement in any way, John Knetemann reserves the right to terminate or suspend the Agreement.
2. In the case that John Knetemann has reason to believe the Client will not fulfill the Agreement, John Knetemann reserves the right to terminate or suspend the Agreement.
3. If the Agreement is terminated, all charges for Services are due within 14 days of termination.

Article 13: Liability

1. With the exception of deliberate malicious acts or reckless acts on the part of John Knetemann, John Knetemann's liability is limited to only the scope and charges of the Agreement.
2. John Knetemann is not liable for: violations of the law by the Client, errors in data or information provided by the Client, misunderstanding of the Agreement caused by the Client or third-parties hired by the Client, any actions performed by the Client, linguistic or grammatical errors in the Service, or damage caused by a third-party.
3. All liability of John Knetemann lapses one year after the conclusion of the Agreement.
4. In the case of a termination of the Agreement or conclusion of the Agreement, John Knetemann has no obligation to retain any information or materials of the Client.

Article 14: Confidentiality & Privacy

1. If the Parties become aware of confidential and/or sensitive information of the other Party, they will in no way disclose such information unless required by a court of law.
2. The confidentiality will remain in effect after the termination of the Agreement in so far as the Party can have a reasonable claim to confidentiality.
3. Confidentiality applies to third-parties used by either Parties in the fulfilment of the Agreement.
4. John Knetemann can publish the name of the Client for promotional purposes, unless the Client expresses otherwise through written communication.

Article 15: Miscellaneous Provisions

1. This document is governed by Dutch law.

-
2. In the case of a dispute between Parties, the Parties will make their best effort to settle the dispute mutually. If consultation fails, the dispute shall be submitted to the competent court at the Amsterdam District Court.