

PaginaBooster Terms and Conditions

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PaginaBooster is a trade name of Best Leads B.V.
Aarhusweg 2-16, 9723 JJ Groningen
Chamber of Commerce number: 91655889
Email: info@paginabooster.nl
Website: <https://paginabooster.nl/>

1. Definitions

- **PaginaBooster:** the trade name of Best Leads B.V., located at Aarhusweg 2-16, 9723 JJ Groningen, Chamber of Commerce 91655889.
- **Client:** the business counterparty with whom PagineBooster has entered into an agreement.
- **Parties:** PaginaBooster and Client jointly.
- **Services:** all services provided by PaginaBooster, including but not limited to search engine advertising (SEA), social media advertising (SMA), search engine optimization (SEO), generative engine optimization (GEO), website development and marketing automation.

2. Applicability

These terms apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of PaginaBooster.

Deviations are only valid if expressly agreed in writing.

The applicability of any additional or differing terms from the Client is expressly excluded.

3. Offers and quotations

Offers and quotations are without obligation, unless expressly stated otherwise.

A quotation is valid for a maximum of 2 weeks, unless stated otherwise.

If not accepted within the applicable term, the offer lapses.

Offers do not apply to repeat orders, unless agreed otherwise in writing.

4. Acceptance

After acceptance of a quotation without obligation, PaginaBooster reserves the right to withdraw the quotation within 3 working days.

Verbal acceptance only binds PaginaBooster after written confirmation by the Client.

5. Prices

All prices are in euros, excluding VAT and other costs, unless stated otherwise.

PaginaBooster may change prices at any time. Changes do not apply to ongoing agreements with a fixed price, unless agreed otherwise in writing.

Unless a fixed price has been agreed, a total amount applies as a guide price. PaginaBooster is entitled to deviate by up to 10% from the guide price.

If the guide price is exceeded by more than 10%, the Client is informed in good time; in that case the Client may waive the excess above the guide price plus 10%.

The price arrangements per assignment are recorded in the quotation or agreement.

6. Services

PaginaBooster provides the following services, as further described in the quotation or agreement:

- SEA (search engine advertising): setting up, managing and optimizing paid search campaigns, including via Google Ads.
- SMA (social media advertising): setting up, managing and optimizing paid social media campaigns, including via Meta (Facebook/Instagram).
- SEO (search engine optimization): improving the organic visibility of the Client's website in search engines.
- GEO (generative engine optimization): optimizing the Client's visibility in AI-driven search and answer environments.
- Website development: designing, building and maintaining websites.
- Marketing automation: setting up and managing automated marketing processes and systems.

The exact scope, term and fee per service are recorded in the quotation or agreement.

7. Ad management (SEA & SMA)

The monthly service for SEA and SMA covers the ongoing management, monitoring and protection of the Client's advertising accounts and campaigns. This includes at least:

- daily monitoring of performance, budgets and ad delivery;
- identifying and resolving disapprovals, disruptions and tracking issues;
- reporting periodically on results and developments;
- proactively flagging opportunities and risks.

Optimisations and changes are made when this is worthwhile based on data, performance and objectives. For well-performing campaigns, stability can be a deliberate choice: unnecessary changes can actually harm performance. The absence of visible changes therefore does not mean that no work

has been carried out; monitoring, oversight and assessment take place continuously and fall entirely within the agreed monthly service. This does not entitle the Client to any refund, discount or suspension.

PaginaBooster gives no guarantee on numbers of leads, conversions or results.

Google Ads accounts are managed from PaginaBooster's MCC account. Meta Ads accounts are managed from PaginaBooster's Business Manager or that of the Client, as agreed.

The Client acquires no independent transferable right to campaign structures built by PaginaBooster, unless agreed otherwise in writing. Upon termination of the cooperation, PaginaBooster may, under conditions to be agreed, allow access to or transfer of advertising data.

8. Fees

A one-off set-up fee applies for setting up accounts, campaigns or other initial work, unless agreed otherwise in writing.

For ongoing services, PaginaBooster charges a monthly fee. The amount is recorded in the quotation or agreement.

PaginaBooster may revise its rates annually. Rate changes are announced at least 30 days in advance. In the event of an increase of more than 10% on an annual basis, the Client has the right to terminate the agreement in writing within 30 days of notification.

9. Payments and payment term

At the start, PaginaBooster may require a deposit of up to 50% of the agreed amount.

Invoices are paid within 14 days of the invoice date.

Payment terms are strict deadlines: if exceeded, the Client is in default by operation of law.

PaginaBooster may make delivery conditional on immediate payment or the provision of security.

10. Consequences of late payment

In the event of late payment, statutory commercial interest is due from the due date.

Extrajudicial collection costs are due in accordance with the Dutch Decree on compensation for extrajudicial collection costs.

In the event of late payment, PaginaBooster may suspend its obligations.

In the event of liquidation, bankruptcy, seizure or suspension of payment, all claims are immediately due and payable.

11. Suspension and set-off

The Client waives the right to suspension and set-off.

12. Performance of the agreement

PaginaBooster performs its work to the best of its insight and ability, in accordance with the standards of good workmanship.

PaginaBooster may have (parts of) the work carried out by third parties.

Performance takes place after written approval and any deposit.

The Client ensures that PaginaBooster can start on time; additional costs due to delay are for the Client's account.

13. Provision of information by the Client

The Client provides all necessary information and documents in a timely, accurate and complete manner.

The Client guarantees the accuracy and completeness of the information provided, including that from third parties.

Delay due to missing or incorrect information leads to additional costs for the Client's account.

14. Term and termination

The agreement is entered into for a minimum term of 3 months. After this minimum term, the agreement can be cancelled on a monthly basis.

In the case of a fixed-term agreement, it may be tacitly continued for an indefinite period after expiry, unless one of the Parties gives written notice of termination no later than 2 months before the end.

After the minimum term, a notice period of 1 month applies for the Client.

Deadlines for completion are never strict deadlines; if exceeded, the Client must give PaginaBooster written notice of default with a reasonable period to remedy.

15. Intellectual property

All intellectual property rights to works, quotations and materials delivered by PaginaBooster rest with PaginaBooster, unless agreed otherwise in writing.

After full payment, PaginaBooster grants the Client a non-exclusive right to use the delivered works for the agreed purpose.

Without prior written permission, the Client is not permitted to copy materials, provide them to third parties or otherwise use them outside its own business operations.

16. Confidentiality

The Client keeps all confidential information received from PaginaBooster secret.

This also applies to information that the Client knows or can suspect could cause damage if disclosed.

Exceptions: information that was already public without any breach, or information that must be disclosed on the basis of a statutory obligation.

The confidentiality obligation applies during the agreement and for 3 years thereafter.

17. Penalty clause

In the event of a breach of the provisions on intellectual property or confidentiality, the Client forfeits to PaginaBooster an immediately payable penalty of €5,000 per breach, increased by €500 for each day the breach continues, without prejudice to PaginaBooster's right to full additional compensation.

18. Indemnification

The Client indemnifies PaginaBooster against all third-party claims related to the products and services delivered by PaginaBooster.

19. Complaints

The Client inspects delivered products or services for shortcomings as soon as possible.

Complaints must be reported in writing and in detail no later than 1 month after they are identified.

A complaint about ongoing work does not oblige PaginaBooster to perform any work other than agreed.

20. Notice of default

Notices of default are given in writing. It is the Client's responsibility to ensure they reach PaginaBooster in good time.

21. Joint and several liability of the Client

In the case of agreements with multiple Clients, each is jointly and severally liable for the full amounts arising from the agreement.

22. Liability of PaginaBooster

PaginaBooster is only liable for direct damage that is the direct result of an attributable failure in the performance of the agreement.

Any liability is limited to the amount paid out under the professional liability insurance taken out, plus the deductible. If no payment is made, liability is limited to the invoice amount for the month in question, with a maximum of €10,000.

PaginaBooster is never liable for indirect damage, consequential damage, lost profit, missed savings or damage due to business interruption.

PaginaBooster is not responsible for damage caused by malfunctions or actions of third-party platforms such as Google, Meta or hosting providers.

23. Limitation period

Any right to compensation lapses 12 months after the event from which the liability arises.

24. Right to dissolution

The Client may dissolve the agreement in the event of an attributable failure, provided the failure justifies dissolution.

PaginaBooster may dissolve the agreement if the Client does not fulfil its obligations on time or if there is well-founded fear that the Client will not properly fulfil them.

25. Force majeure

A failure is not attributable in the event of force majeure, including a state of emergency, non-performance by suppliers, power or IT failures, cyberattacks, strikes, government measures and malfunctions at third-party platforms.

Obligations are suspended for as long as the force majeure continues.

If the force majeure lasts 30 days or longer, both Parties may dissolve the agreement in whole or in part in writing, without any right to compensation.

26. Amendment of the agreement

The Parties amend the agreement after mutual consultation if performance requires this.

27. Amendment of the terms and conditions

PaginaBooster may amend these terms. Minor changes may be made at any time.

Major substantive changes are discussed with the Client in advance. In the event of a material change, the Client has the right to terminate the agreement in writing within 30 days of notification.

28. Transfer of rights

Rights under the agreement cannot be transferred to third parties without prior written permission from PaginaBooster (Article 3:83 paragraph 2 of the Dutch Civil Code).

29. Consequences of nullity or voidability

The nullity of a provision does not affect the other provisions. The void provision is replaced by a provision that stays as close as possible to the original intention.

30. Applicable law and competent court

Dutch law applies exclusively to every agreement. The competent court in the Noord-Nederland district has exclusive jurisdiction.

PaginaBooster is a trade name of Best Leads B.V. The current version of these terms is at <https://www.paginabooster.nl/en/terms-and-conditions>