

Terms and Conditions

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These Terms and Conditions apply to the use of the website, the platform and all services of **TheBrandRefresh B.V.**, based at Churchill-laan 206-3, Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 94567999. Email: hello@thebrandrefresh.com.

Referred to below as "TheBrandRefresh", "we", "us" or "the supplier".

The Dutch-language version of these Terms is the binding text. This English translation is provided for convenience only.

1. Definitions

In these Terms, the following words have the following meanings:

- **Client:** the business customer that engages TheBrandRefresh or uses our services.
- **Services:** all activities performed by TheBrandRefresh, including website design, web development, website refreshes, hosting, maintenance, support, SEO/GEO optimisation, technical implementation, content production, digital strategy, ad management, automations, integrations and any other digital services.
- **Engagement:** the specific work we carry out for the Client, as set out in a proposal, order confirmation, statement of work, email, platform confirmation or other written arrangement.
- **Project work:** a defined engagement, such as designing, building or refreshing a website or digital solution.
- **Retainer:** a recurring monthly service, such as hosting, website maintenance, small updates or other ongoing support.
- **Platform:** platform.thebrandrefresh.com or any other digital system through which the Client can accept or manage an engagement, package, payment, retainer or service.
- **Additional work:** work that falls outside the agreed scope.
- **Third-party providers:** external suppliers, platforms and tools used to deliver the services, including hosting providers, domain registrars, cloud providers, payment providers, analytics tools, advertising platforms, email services, AI tools, licensors and software vendors.

2. Applicability

These Terms apply to all quotes, engagements, agreements, services, use of the platform, payments and deliveries by TheBrandRefresh.

Any deviation from these Terms is only valid if we have confirmed it in writing.

If an order confirmation, quote or statement of work conflicts with these Terms, that order confirmation, quote or statement of work prevails.

If a data processing agreement has been entered into for the processing of personal data, that processing agreement takes precedence over these Terms in respect of data processing.

Any general terms and conditions of the Client are expressly excluded, unless we expressly agree otherwise in writing.

3. Business clients

Our services are primarily intended for business clients.

By placing an engagement, accepting a quote, approving an arrangement through the platform or asking us to start work, the Client confirms that it is acting in the course of a profession or business.

The person providing approval on behalf of the Client warrants that they are authorised to bind the Client.

Where we exceptionally provide services to a consumer, mandatory consumer rights continue to apply. Hosting or maintenance retainers are in principle not offered to consumers, unless we expressly agree otherwise in writing.

4. Formation of the agreement

An agreement is formed as soon as the Client accepts a quote, order confirmation, project proposal, package, retainer or other arrangement.

Acceptance can take place by:

- signature;
- approval by email;
- approval through the platform;
- payment through the platform;
- written confirmation via WhatsApp, Slack or a comparable channel;
- or by the Client asking us to start work.

A platform payment or platform confirmation constitutes acceptance of the engagement, these Terms and any recurring services selected.

Quotes are valid for 14 days, unless a different period is stated in the quote.

We may refuse or terminate an engagement if we reasonably consider that it creates legal, ethical, technical, financial or reputational risk.

5. What we do

TheBrandRefresh designs, develops and maintains websites and digital solutions for brands and businesses.

Our services can include, among other things:

- website design;
- website development;
- website refreshes;
- technical implementation;
- hosting and maintenance;
- SEO and GEO optimisation;
- performance optimisation;
- content production;
- forms, integrations and connections;
- ad management;
- digital strategy;
- AI-assisted work;
- and other digital services.

The exact scope of an engagement is set out in the quote, order confirmation, platform description, email arrangement or statement of work.

Anything not expressly included in the agreed scope falls outside the engagement.

6. Scope, changes and additional work

We carry out the engagement in line with the agreed scope.

Additional work includes, among other things:

- new pages or sections;
- new functionality;
- significant layout or design changes;
- fundamental changes in direction;
- extra revision rounds;

- substantial copywriting from scratch;
- custom forms;
- online stores;
- automations;
- integrations with external systems;
- rush work;
- work outside normal business hours;
- rework caused by errors or changes by third parties;
- and work needed because the Client has supplied incorrect, incomplete or late information.

Additional work is discussed in advance and is only carried out after the Client's approval.

The rate for additional work is €100 excluding VAT per hour, or a fee agreed on a per feature or per engagement basis, unless agreed otherwise in writing.

We may apply a minimum billing unit of 30 minutes.

Approval for additional work can be given in writing, by email, via the platform, via WhatsApp or through another usual communication channel.

7. Client obligations

The Client actively cooperates with the performance of the engagement.

The Client provides, on time, all required information, content, images, logos, brand files, copy, feedback, access, credentials, DNS information and other materials.

The Client designates one main point of contact with authority to make decisions and approve deliverables.

The Client warrants that all copy, photos, logos, fonts, video, trademarks, data, claims and other materials provided to us may be used and do not infringe any third-party rights.

The Client is responsible for the accuracy, completeness and lawfulness of all information, claims, prices, services, products, privacy notices, cookie settings and other content on the website, unless agreed otherwise in writing.

Delays caused by missing, late, incorrect or incomplete deliveries are for the Client's account.

If the Client does not respond, or responds too late, we may suspend the schedule.

If the Client fails to respond substantively for more than 14 days to a request necessary to make progress, we may pause the engagement.

If the Client fails to respond substantively for more than 30 days, we may invoice the work performed to date and reset the schedule.

8. Schedule, delivery and acceptance

For standard websites we aim to deliver within 5 working days after all required content, information, materials and access have been supplied in full by the Client.

This timeframe is a guideline and not a strict deadline, unless we have expressly confirmed a hard deadline in writing.

Delivery takes place as soon as we make a review version, staging version, preview link, concept, file, website or other deliverable available for assessment.

The Client reviews the delivery within 5 working days.

If the Client does not raise concrete written objections within that period, the delivery is deemed accepted.

Use of the website or deliverables by the Client also constitutes acceptance.

Minor defects or fixes that fall within the agreed scope will be addressed by us within reason. Such items do not entitle the Client to suspend payment, unless the defect is material and makes normal use of the deliverable impossible.

9. Revisions and feedback

Unless agreed otherwise in writing, a project includes a maximum of 3 revision rounds.

A revision round consists of one consolidated feedback round from the Client.

Feedback must be concrete, complete and consolidated as much as possible.

Revisions are intended for changes within the agreed scope. New requests, new pages, new functionality, significant design changes or changes in direction count as additional work.

Where feedback is contradictory or comes from multiple people, we may rely on the instructions of the main point of contact.

10. Fees, invoicing and payment

All amounts are exclusive of VAT, unless expressly stated otherwise.

Project work is invoiced after delivery of the review, staging or preview version, unless agreed otherwise in writing.

Invoices are payable within 14 days of the invoice date, unless a different term is stated on the invoice or in the quote.

Go-live, publication, transfer of files, transfer of access, transfer of accounts and transfer or licensing of intellectual property rights only take place after full payment, unless we agree otherwise in writing.

Retainers and other recurring services are invoiced monthly in advance or charged automatically via the selected payment method.

When paying through Mollie or another payment provider, the Client agrees to payment via the selected method. Where a recurring service is selected, the Client authorises recurring monthly charges or direct debits until the service is lawfully terminated.

A failed payment, reversal or chargeback does not release the Client from the payment obligation.

Late payment puts the Client in default by operation of law. The Client then owes statutory commercial interest and reasonable extrajudicial collection costs.

We may suspend work, hosting, access, publication, maintenance and support while invoices remain outstanding.

The Client may not set off invoices or suspend payment without our written consent.

11. Hosting and maintenance retainer

Where agreed, the Client takes out a monthly hosting and maintenance retainer.

The standard retainer is €30 excluding VAT per month, unless agreed otherwise in writing.

The retainer covers:

- managed hosting of the website;
- technical go-live of the website;
- a basic post-launch check;
- limited small updates to existing website content.

The retainer runs for a minimum period of 6 months from delivery or go-live.

After the minimum period, the retainer can be cancelled monthly with 1 month's notice.

The retainer is intended for small, routine changes. Small updates include, for example:

- minor edits to existing copy;
- replacing existing images;
- updating contact details;
- updating opening hours;
- updating existing links;
- small content tweaks of a similar nature.

The retainer includes a maximum of 1 hour of such small updates per calendar month.

The retainer does not grant a fixed number of hours, and unused time or unused work does not carry over to the next month.

Standard requests are typically picked up within 3 to 5 working days. This is an obligation of effort, not a guaranteed deadline.

Rush requests fall outside the retainer, unless agreed otherwise in writing.

12. What the retainer does not cover

The standard hosting and maintenance retainer does not include, among other things:

- new pages;
- new sections;
- layout changes;
- design changes;
- new functionality;
- substantial copywriting from scratch;
- branding;
- strategy;
- UX advice;
- online stores;
- custom forms;
- automations;
- integrations;
- ad management;
- SEO campaigns outside the agreed scope;
- remediation following hacks, malware, data loss or security incidents;
- issues caused by the Client;
- issues caused by other vendors;
- issues caused by external scripts, plugins, domain settings, DNS, tracking tools or third parties;
- domain costs;
- paid licences;
- paid fonts;
- stock assets;
- paid plugins;
- paid tools;
- external platform fees.

Work that falls outside the retainer is treated as additional work.

Additional recurring services, such as technical management of email delivery, form submissions or comparable technical integrations, can be agreed separately for an additional monthly fee.

13. Hosting, infrastructure, security and availability

We may use external hosting, cloud, domain, infrastructure, software and security providers.

We decide how hosting is technically set up, unless agreed otherwise in writing.

We may change hosting, infrastructure or providers if we reasonably consider this necessary for security, reliability, cost, performance or technical continuity.

We use reasonable efforts to keep websites available, secure and functional, but do not guarantee uninterrupted availability, error-free operation or complete security.

We are not liable for outages, downtime, price changes, technical limitations, data loss, security incidents or policy changes at third-party providers, except in case of intent or wilful recklessness on the part of TheBrandRefresh.

We may carry out temporary maintenance where necessary. Where reasonable, we try to schedule maintenance at a suitable time.

The Client remains responsible for keeping original files, copy, photos, video, logos, data, credentials and other source materials.

Backups may form part of the technical hosting environment, but we do not guarantee complete or continuously available backups, unless agreed otherwise in writing.

Restoration from a backup, migration or recovery work following errors by the Client or third parties may be invoiced as additional work.

14. Domains, accounts, licences and third-party costs

Domains, licences, fonts, plugins, stock assets, external tools, software subscriptions, advertising platforms and other third-party costs are not included, unless agreed otherwise in writing.

These costs can be paid directly by the Client or passed through by us.

If we advance or pass through third-party costs, we may require payment in advance.

The Client is responsible for compliance with the terms of third-party providers.

We are not liable for changes in pricing, terms, policies, availability or functionality of third-party providers.

If third-party costs increase, we may pass on the increase or adjust the monthly fee. We will inform the Client of this in advance.

Domains and key accounts are preferably registered in the Client's name. Where a domain or account is temporarily managed by us, we will cooperate reasonably with transfer after full payment.

Migration, transfer, export, support for a new provider or technical re-implementation after termination is not part of the standard retainer and may be invoiced separately.

15. Ad management

Where we provide ad management, we manage campaigns based on the agreed scope.

Advertising budget is billed by the advertising platform directly to the Client, unless agreed otherwise in writing.

We do not advance advertising budget.

The Client remains responsible for the offer, pricing, claims, targeting choices, customer data, landing pages, privacy compliance and content of advertising.

We do not guarantee approval by advertising platforms or any specific results, such as impressions, clicks, leads, conversions, revenue, ROAS or profit.

We are not liable for rejections, blocks, account restrictions, policy changes or suspensions by advertising platforms.

16. SEO, GEO, performance and results

We may carry out SEO, GEO and performance optimisations within the agreed scope.

In these Terms, SEO refers to, among other things, optimisation for search engines.

In these Terms, GEO refers to, among other things, optimisation for visibility or usefulness within AI search engines, answer engines, generative search results or comparable systems.

We do not guarantee specific positions in search engines, AI answers, rankings, traffic, conversions, leads, revenue, PageSpeed scores, Lighthouse scores, Core Web Vitals scores or other commercial or technical outcomes.

Performance can be affected by factors outside our control, such as video, animations, external scripts, tracking tools, advertising tags, cookies, fonts, hosting, devices, browsers, networks, content and third-party tools.

We carry out optimisations to the best of our insight and ability, but outcomes remain dependent on external factors.

17. Intellectual property

All materials supplied by the Client remain the property of the Client or its licensors.

All final deliverables created specifically for the Client become the Client's property upon full payment, to the extent that these rights are transferable and unless agreed otherwise in writing.

Until the Client has paid in full, all rights in designs, code, copy, assets, concepts and other work produced by us remain with TheBrandRefresh.

We retain all rights in pre-existing or reusable components, including:

- templates;
- components;
- code libraries;
- frameworks;
- design systems;
- internal tools;
- AI workflows;
- prompts;
- methodologies;
- methods;
- concepts;
- knowledge;
- general know-how.

To the extent such components are embedded in the final deliverables, the Client receives, upon full payment, a non-exclusive, worldwide, perpetual right to use those components as part of the delivered website or deliverables.

The Client is not entitled to source files, Figma files, internal documentation, raw concepts, prompts, internal tooling or unpublished work files, unless agreed otherwise in writing.

Third-party materials, such as fonts, stock assets, plugins, software, open-source software and external tools, remain subject to their own licence terms.

The Client may use, modify and have modified the websites and deliverables we provide in the ordinary course, provided this does not conflict with third-party rights or our rights in reusable components.

18. Portfolio, name and footer credit

We may show non-confidential examples of work we have produced for the Client in our portfolio, on our website, in case studies, pitches, social media and other marketing materials.

In doing so we may use the Client's trade name, brand name and logo, unless the Client objects in writing in advance.

We may include a discreet footer credit or attribution, such as "Website by TheBrandRefresh", unless agreed otherwise in writing.

If the Client later reasonably objects to portfolio attribution or footer credit, we will remove or adjust it within a reasonable period.

19. Privacy and personal data

The parties comply with applicable privacy laws.

The Client remains responsible for the lawfulness of personal data collected via the website, forms, analytics, pixels, advertising platforms, newsletters or other tools.

The Client is responsible for privacy notices, cookie banners, consents, lawful bases, retention periods and information obligations towards visitors and customers, unless agreed otherwise in writing.

Where we process personal data on behalf of the Client as a processor, the parties enter into a data processing agreement where required.

We may engage third-party providers to deliver the services. To the extent those parties process personal data, they are, where necessary, included as a sub-processor or external service provider in the relevant privacy or processing arrangements.

The Client does not provide special-category or otherwise sensitive personal data to us, unless this is necessary for the engagement and has been agreed in advance in writing.

20. Confidentiality

The parties treat confidential information confidentially.

Confidential information is all information that a party knows or should reasonably understand to be confidential, including credentials, customer data, business information, strategy, quotes, technical information and non-public project information.

Confidential information is only used to perform the engagement.

This obligation continues after the engagement ends.

Confidential information may be shared with employees, directors, advisers and third-party providers to the extent necessary to perform the engagement and provided they are bound by confidentiality.

21. Complaints and remediation

Complaints about delivered work must be reported in writing and as specifically as possible, as soon as possible and no later than 5 working days after delivery.

Complaints raised after go-live or after acceptance are only remediated free of charge if they concern a demonstrable defect within the original scope.

New requests, changed views, content changes, issues caused by third parties, issues caused by the Client or issues outside the original scope count as additional work.

A complaint does not suspend the payment obligation, unless the defect is material and makes normal use of the deliverable impossible.

We are always first given a reasonable opportunity to remediate a defect.

22. Liability

We carry out our work to the best of our insight and ability.

Our total liability for damages arising out of or in connection with an engagement is limited to the amount excluding VAT that the Client paid or owes to us for the relevant engagement or service in the 3 months preceding the event giving rise to the damage, with a maximum of €5,000.

For recurring services, our liability is limited to the amount the Client paid for that recurring service in the 3 months preceding the event giving rise to the damage, with a maximum of €1,000.

We are not liable for indirect or consequential loss, lost profits, lost revenue, lost savings, reputational damage, loss of goodwill, loss of customers, data loss, business interruption, third-party claims or damage caused by third-party services.

We are not liable for damage caused by incorrect or incomplete information from the Client, late deliveries, changes by the Client, changes by third parties, external tools, hosting providers, domain providers, advertising platforms, payment providers, AI tools or other third-party providers.

Nothing in these Terms limits liability that cannot be limited by law, such as liability for intent or wilful recklessness on the part of the management of TheBrandRefresh.

23. Indemnification

The Client indemnifies TheBrandRefresh against third-party claims arising out of:

- content, data, trademarks, logos, photos, fonts, video, copy or other materials provided by the Client;
- incorrect or misleading claims on the website or in advertising;
- breaches of privacy law by the Client;
- infringement of intellectual property rights by the Client;
- products, services or business operations of the Client;

- use of the deliverables in breach of law or third-party rights.

This indemnity also covers reasonable legal costs.

24. Suspension and termination

We may suspend work, hosting, maintenance, support, access, publication or transfer if the Client:

- fails to pay on time;
- fails to provide required information;
- acts in breach of these Terms;
- publishes unlawful, harmful or misleading content;
- endangers our reputation, systems or services;
- or otherwise obstructs performance of the engagement.

Project work can be terminated by either party in writing with 14 days' notice.

On termination of project work, the Client pays for all work performed up to the termination date, plus any non-refundable costs and commitments we have entered into on the Client's behalf.

Retainers have a minimum term of 6 months, unless agreed otherwise in writing.

After the minimum term, retainers can be terminated by either party with 1 month's notice.

Amounts already paid are non-refundable, unless agreed otherwise in writing.

We may terminate an engagement or retainer with immediate effect in the event of a material breach that is not cured within 14 days of written notice.

We may terminate with immediate effect, without a cure period, if the engagement or website is, in our reasonable opinion, unlawful, fraudulent, harmful, misleading, in breach of platform rules or damaging to our reputation.

After termination we will reasonably cooperate with the transfer of relevant files or access, provided all outstanding invoices have been paid.

Transfer, migration, export, technical support or assistance to a new provider may be invoiced as additional work.

We may delete project files and backups 30 days after termination, unless statutory retention obligations or written agreements require otherwise.

25. Force majeure

We are not liable for any delay or failure caused by circumstances beyond our reasonable control.

Force majeure includes, among other things:

- outages at hosting providers;
- internet outages;
- power outages;
- cyberattacks;
- DDoS attacks;
- illness;
- staffing shortages;
- government measures;
- war;
- strikes;
- fire;
- pandemics;
- issues at third-party providers;
- outages at payment providers;
- outages at advertising platforms;
- outages at AI tools;

- and other circumstances that reasonably prevent performance.

If force majeure lasts for more than 60 days, either party may terminate the engagement in writing. Work already performed remains payable.

26. Assignment

The Client may not assign any rights or obligations under an agreement with TheBrandRefresh to a third party without our written consent.

We may assign our rights and obligations to a group company, successor entity or third party in the context of a restructuring, merger, sale or transfer of our business, provided this does not materially harm the services.

27. Changes to these Terms

We may amend these Terms.

For new engagements, the version in force at the time of acceptance applies.

For existing engagements, the version in force at the time of acceptance continues to apply, unless the parties agree otherwise in writing.

For ongoing services and retainers, we may apply amended Terms with at least 30 days' notice.

If a change is materially adverse for the Client, the Client may terminate the relevant ongoing service as of the date the change takes effect, unless the change is necessary due to law, security reasons, third-party providers or reasonable operational reasons.

28. Dutch text prevails

Where these Terms are available in multiple languages, the Dutch version prevails.

An English or other translation is provided for convenience only, unless agreed otherwise in writing.

29. Governing law and jurisdiction

These Terms, all engagements and all agreements with TheBrandRefresh are governed by the laws of the Netherlands.

The parties will first try to resolve disputes in good faith.

Where consultation does not resolve the matter, disputes will be submitted to the competent court in Amsterdam, to the extent permitted by law.

30. Contact

Questions about these Terms can be sent to **TheBrandRefresh B.V.**, hello@thebrandrefresh.com.

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