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# Terms and Conditions

**Blackwoods B.V.**

**Effective Date:** 11-08-2025

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## 1. Definitions

In these Terms and Conditions, unless the context requires otherwise:

1.1 **“Blackwoods B.V.”** means the private limited company incorporated under the laws of the Netherlands, Chamber of Commerce (KvK) registration number 95616209.

1.2 **“Client”** means any individual, company, or legal entity who purchases, contracts, or otherwise engages Blackwoods B.V. for any Services.

1.3 **“Services”** means any of the following services provided by Blackwoods B.V.:

- (a) Google Advertisement Services;
- (b) Instagram Management & Advertising;
- (c) Facebook Management & Advertising;
- (d) TikTok Management & Advertising;
- (e) Content Creation (including but not limited to photography, videography, editing, and post-production);
- (f) Custom-Tailored Services as agreed in writing between the Client and Blackwoods B.V.

1.4 **“Agreement”** means any contract, quotation, proposal, or written acceptance between Blackwoods B.V. and the Client relating to the provision of Services.

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## **2. Applicability**

2.1 These Terms and Conditions shall apply to all offers, quotations, agreements, and Services provided by Blackwoods B.V., unless expressly agreed otherwise in writing.

2.2 Any general terms and conditions of the Client are expressly rejected and shall not apply.

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## **3. Scope of Services**

3.1 Blackwoods B.V. shall provide the Services with reasonable skill, care, and diligence in accordance with the Agreement.

3.2 Blackwoods B.V. does not guarantee specific outcomes, performance levels, revenue increases, audience engagement levels, or third-party platform approvals (including but not limited to Google, Instagram, Facebook, and TikTok).

3.3 Any timelines, budgets, or performance metrics provided are indicative only and not binding guarantees.

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## **4. Client Obligations**

4.1 The Client shall provide timely and accurate information, approvals, access, and materials necessary for the performance of the Services.

4.2 The Client shall be solely responsible for:

- (a) Compliance with all applicable laws, regulations, and platform policies;
- (b) Obtaining and maintaining any licenses, permissions, or rights required for the content or campaigns;
- (c) Ensuring that all provided materials are free from infringement of third-party rights.

4.3 Any delay or failure to perform by Blackwoods B.V. resulting from the Client's failure to fulfil its obligations shall not constitute a breach by Blackwoods B.V.

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## **5. Third-Party Platforms and Policies**

5.1 The Client acknowledges that the Services may involve the use of third-party platforms such as Google, Instagram, Facebook, and TikTok.

5.2 Blackwoods B.V. shall not be liable for:

- (a) Any account bans, suspensions, removals, or restrictions imposed by third-party platforms;
  - (b) Changes in third-party algorithms, terms of service, or advertising policies;
  - (c) Any downtime, delays, or data loss caused by third-party services.
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## **6. Fees and Payment**

6.1 All fees are exclusive of VAT and other applicable taxes, unless expressly stated otherwise.

6.2 Invoices shall be payable within 15 days from the invoice date, unless otherwise agreed in writing.

6.3 Blackwoods B.V. reserves the right to suspend or terminate the provision of Services in the event of non-payment or late payment.

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## **7. Intellectual Property**

7.1 Unless otherwise agreed in writing, all intellectual property rights created by Blackwoods B.V. in the course of providing the Services shall remain the property of Blackwoods B.V. until full payment is received.

7.2 Upon full payment, the Client shall receive a non-exclusive, non-transferable license to use the deliverables for the purposes set out in the Agreement.

7.3 The Client warrants that any materials provided to Blackwoods B.V. do not infringe the rights of any third party and indemnifies Blackwoods B.V. against all claims in this regard.

7.4 Blackwoods B.V. reserves the right to use any content it creates for its own marketing, promotional, and publicity purposes without further consent or compensation to the Client.

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## **8. Limitation of Liability**

8.1 To the fullest extent permitted by law, Blackwoods B.V. shall not be liable for any indirect, incidental, consequential, punitive, or special damages, including but not limited to loss of profits, revenue, data, goodwill, or business opportunities.

8.2 Blackwoods B.V.'s total aggregate liability for any claims, whether in contract, tort, or otherwise, shall not exceed the total fees paid by the Client for the specific Service giving rise to the claim.

8.3 Blackwoods B.V. shall not be responsible or liable for:

- (a) Any decisions made by the Client based on the Services provided;
  - (b) Any bans, penalties, restrictions, or damages caused by third-party platforms;
  - (c) Any loss or damage arising from force majeure events, including but not limited to natural disasters, strikes, cyberattacks, power failures, or internet outages.
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## **9. Indemnification**

The Client shall indemnify, defend, and hold harmless Blackwoods B.V., its directors, employees, and subcontractors from and against any claims, liabilities, damages, losses, and expenses (including legal fees) arising out of or in connection with:

- (a) The Client's breach of these Terms;
  - (b) The Client's violation of applicable laws or third-party rights;
  - (c) Content or materials supplied by the Client.
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## **10. Termination**

10.1 For one-off Services, termination must be made at least 24 hours before the agreed start date.

10.2 Blackwoods B.V. may terminate the Agreement immediately if the Client:

- (a) Fails to make payment when due;
- (b) Becomes insolvent or bankrupt;
- (c) Breaches these Terms and fails to remedy the breach within 7 days of notice.
- (d) Provides false, misleading, or deceptive information.
- (e) Creates or requests defamatory, discriminatory, or mean-spirited content, including but not limited to references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- (f) Interferes with the Services, including making changes, posting content, or modifying work produced by Blackwoods B.V. without prior written approval.
- (g) Engages in conduct that damages or risks damaging the reputation, operations, or legal standing of Blackwoods B.V.

10.3 Upon termination, all outstanding amounts shall become immediately due and payable.

10.4 For ongoing or fixed-period Services, termination must be made at least 5 business days before the start of the next billing period.

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## **11. Confidentiality**

11.1 Blackwoods B.V. does not enter into a general confidentiality agreement unless expressly agreed in writing. Confidentiality applies only to financial matters and business-sensitive financial decisions.

11.2 This clause shall survive termination of the Agreement.

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## **12. Governing Law and Jurisdiction**

12.1 These Terms shall be governed by and construed in accordance with the laws of the Netherlands.

12.2 Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

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## **13. Miscellaneous**

13.1 If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.2 No failure or delay by Blackwoods B.V. in exercising any right or remedy shall constitute a waiver thereof.

13.3 These Terms may be amended only in writing signed by both parties.

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