

General terms and conditions Bright Digital



Version 2026

Article 1. Applicability

1. These general terms and conditions apply to all offers and agreements and/or other legal relationships between Bright and Client.
2. The following definitions are understood to mean:
 - 2.1. **Bright:** Bright Digital BV, and its legal successors or a company or partner affiliated with Bright Digital BV that enters into a legal relationship with the Client and has declared the Bright Digital General Terms and Conditions applicable.
 - 2.2. **Client :** any party, legal entity or natural person or a number of persons acting jointly, whether or not legal entities, who enters into an agreement with Bright, or instructs Bright to perform work or provide services.
 - 2.3. **Agreement :** any agreement concluded between Bright and the Client, any amendment or supplement thereto, as well as all (legal) acts in preparation for and in execution of that agreement.
3. These terms and conditions may only be deviated from in writing, on the condition that Bright's management provided a signature, or when Bright executes in accordance with the deviation.
4. If the court declares one or more provisions of these general terms and conditions inapplicable or invalid for any reason, the remainder of these conditions will remain in full force.
5. In the case of discrepancy in meaning or translation between this English language version and the Dutch language version of these terms and conditions, for purposes of interpretation and construction the Dutch language version shall prevail and be considered the original authentic version.

Article 2. Offers and quotations

1. All offers, including quotations, data in any attached appendices, prices and other conditions, are without obligation, unless a term for acceptance is stated in the offer.
2. The prices in the stated offers and quotations are exclusive of VAT and any costs to be incurred in relation to the Agreement.
3. A multi-part quotation does not oblige Bright to carry out part of the assignment for a corresponding part of the quoted price.

Article 3. Formation of agreements

1. Agreements are concluded in writing, but also if Bright carries out the work offered or discussed.

2. The Agreement supersedes and replaces all prior proposals, correspondence, deals or other communications, whether written or oral.
3. The content of printed matter, website, media, etc. does not bind Bright unless expressly referred to in the agreement.
4. Bright reserves the right to refuse agreements without stating reasons or to accept them only on the condition that the agreement is confirmed in writing by the Client in advance and/or the work will only commence by Bright after advance payment.

Article 4. Execution of the agreement

1. Bright, or the party engaged by it, will execute the agreement to the industry standards ('*goed vakmanschap*'), in accordance with the procedures agreed upon with the Client, and will serve the Client's interests to the best of its knowledge and ability. Bright expressly undertakes an obligation to extend effort ('*inspanningsverbintenis*') with regard to the work to be carried out.
2. Bright determines how and by whom the assignment or agreement is executed, but will comply with the requirements explicitly expressed by the Client as much as possible. If and to the extent proper execution of the agreement requires this, Bright reserves the right to have certain work carried out by third parties.
3. Any financial objectives of the Client shall never be construed as a guarantee or obligation of results from Bright.
4. The Client shall ensure that all information that Bright indicates is necessary or that the Client reasonably should understand is necessary for the execution of the agreement is provided to Bright correctly and on time.
5. If the information required for the execution of the agreement is not provided to Bright in a timely manner, Bright has the right to suspend the performance of the agreement and/or charge the Client for the additional costs resulting from the delay at the usual rates.
6. Bright is not liable for damage of any nature whatsoever as a consequence of reliance by Bright on incorrect and/or incomplete information provided by the Client.
7. If Bright or third parties engaged by Bright carry out work at the Client's location or a location designated by the Client in connection with the assignment, the Client shall provide the reasonably required facilities.
8. If the Client provides Bright with data carriers, electronic files or software etc., the Client guarantees that these are free of viruses or other harmful software and defects.
9. Bright and the Client are each to their own entitled to use AI systems in the execution of the agreement, each in compliance with the laws and regulations regarding the use of AI or similar technologies as applicable to them respectively. Bright does not guarantee the accuracy, completeness, or usability of data, including but not limited to the *output* of AI systems.

Article 5. Bug reporting period after websites go live

1. The Client must report any (technical) bugs or defects to the website to Bright Digital in writing within two (2) weeks of its launch. Bright Digital will assess the report and will fix any

technical bugs that demonstrably fall within the scope of the assignment and Bright's responsibility, free of charge, within a reasonable timeframe.

2. Bugs are defined as demonstrable technical errors that deviate from the agreed functionalities and specifications.

The following are not covered by this free repair obligation:

new wishes, extensions or changes compared to the agreed scope;

problems arising from use, modification or management by the Client or third parties;

issues caused by external systems, links, hosting, browsers, plugins, software updates or other factors outside the sphere of control of Bright Digital.

3. Notifications outside the stated period or outside the above conditions will be considered additional work and can be carried out at the then applicable rate.

Article 6. Amendment of the agreement

1. Any changes and additions to the agreement are only valid if Bright has confirmed them in writing or if Bright carries them out.
2. If the parties agree that the agreement is to be amended or supplemented, the time of completion of the execution of the agreement may be affected.
3. If a fixed price has been agreed, any additional or reduced costs in the event of a change to the agreement will be charged to the Client and made payable by the Client.

Article 7. Prices and costs

1. All prices are exclusive of VAT and any other government-imposed levies. Amounts due will be invoiced inclusive of VAT and any government-imposed levies.
2. The Client will pay third-party costs directly to the greatest extent possible. If Bright advances these costs, it is entitled to charge a surcharge.
3. An estimate/price provided or agreed upon by Bright is by no means to be considered a fixed price, but merely an indication or estimate. This also applies to any available budget communicated by the Client. Hours worked by Bright outside the estimate or budget will be invoiced in addition and will be made payable by the Client. Bright will to the extent possible communicate the additional (or fewer) hours to be spent in advance.
4. If the Client purchases a project or a package of hours and pays (partially) in advance for this, but the project or its execution, for whatever reason, does not commence (on time) or is suspended due to the actions or negligence of the Client, the amounts already paid remain due.
5. Unused hours or unperformed available work that has not been used within three (3) months of the invoice date will automatically expire, unless the parties have agreed otherwise in writing. Bright Digital will inform the Client in a timely manner about the approaching expiration date, but failure to receive such notification does not release the Client from its obligation to use the available hours on time. In the event of delay on the part of the Client, including internal organizational circumstances, planning or lack of delivery of necessary information or materials, no claim can be made for a refund or extension of the duration of the agreed hours.

6. On-site sessions can be cancelled free of charge by or on behalf of the Client up to three (3) business days prior to the agreed date. In the event of cancellation within three (3) business days prior to this date or in the event of a no-show, Bright is entitled to charge the client the full agreed fee. If a planned online meeting is cancelled by or on behalf of the Client within twenty-four (24) hours prior to the agreed time or in the event of a no-show, Bright is entitled to charge the full agreed fee for this meeting. The fees referred to in this article in connection with no-show are due, as Bright has reserved capacity for the execution of the agreement and has allocated it exclusively to the Client. In the event that the no-show on the part of the Client cannot be attributed to the Client under law ('toerekenbaar'), which also includes unforeseen circumstances in the sense of *force majeure* ('onvoorziene omstandigheden') beyond the control of the parties, the parties will consult to reasonably determine the consequences of cancellation or rescheduling of the meeting or session in question.
7. The prices agreed between Bright and the Client are based on, among other things, the costs of electricity, salaries, social security contributions, materials, and travel and accommodation expenses, etc., as well as the exchange rate between the currencies used, as applicable at the time the agreement is concluded. Bright is entitled to adjust the prices to reflect any changes in one or more cost items (including purchased products and/or services) and/or exchange rate changes, changes in the Consumer Price Indices (CPI), or the Services Price Index (DPI) J Information and Communication. Bright will increase its prices at least annually, on January 1, based on the Services Price Index (DPI) J Information and Communication figures published by Statistics Netherlands (CBS) on January 1 (possibly based on third quarter figures). Changes will be rounded up to a multiple of €2.50.
8. Bright will offer the Client the opportunity to be notified of any price changes. If the Client does not agree to a price change, the Client is only entitled to terminate the agreement by giving notice effective from the date the price change takes effect, if and as long as the total price increase over a period of 1 (one) year exceeds the inflation rate published by Statistics Netherlands (CBS) for the current year (or the previous year for price increases announced for the following year) by more than 5 points (expressed in %).
9. In addition, Bright may increase the price if, during the performance of the work, it becomes apparent that the originally agreed or expected amount of work was so insufficiently estimated at the time the agreement was concluded, and this is not attributable ('toerekenbaar') to Bright, that Bright cannot reasonably be expected to perform the agreed work at the originally agreed price.
10. Unless explicitly agreed otherwise, travel expenses and travel time are not included in Bright's retainer-, service-, or hourly agreements. For work performed outside Bright's office, hourly wages, travel and waiting time allowances, travel expenses and/or mileage allowances, hotel expenses, and any other costs associated with related work will be charged. As a rule, the travel and waiting time allowance is 50% of the agreed (or applicable) hourly rate. The method of transportation is determined by Bright. The foregoing also applies to work performed outside the Netherlands.
11. Bright reserves the right to charge the costs due periodically.

Article 8. Payment and security

1. Payment by the Client must be made, without suspension or offset ('verrekening'), within 14 days of the invoice date, in a manner specified by Bright, unless otherwise agreed.
2. Bright reserves the right to require security for the execution of the agreement, or to impose different payment conditions in other ways, such as (advance) payment of the agreed rate.
3. If the Client fails to make payment, the Client will be in default by operation of law and from that moment onwards the Client will owe a percentage equal to the statutory commercial interest ('wettelijke handelsrente') increased by 3 (expressed in %) until the moment of payment of the full amount.
4. All extrajudicial costs related to the collection—including collection costs and any reasonable judicial and execution costs incurred—are also borne by the Client. The extrajudicial costs amount to at least 15% of the principal amount due, with a minimum of €175,- (one hundred and seventy-five euros) and at least in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs (BIK).
5. Complaints about invoices must be submitted to Bright in writing within 14 days. Complaints about the invoice amount do not suspend the payment obligation.

Article 9. Contract duration, termination, implementation period

1. An agreement between Bright and the Client for which no further period has been agreed upon has a term of 1 (one) year and is silently renewed each time for the same period. Either party may terminate the agreement in writing, subject to three months' notice, unless otherwise agreed. During the notice period, the Client is obligated to pay at least a monthly amount equal to the average invoiced amount for the months already invoiced prior to the termination.
2. A fixed-term agreement is silently renewed each time for the same period and can only be terminated at the end of the then-current contract year by means of written notice received by Bright no later than 3 (three) months before the agreement's renewal takes effect. The application of Section 7:404, 7:407 paragraph 2, 7:408 paragraph 1, and 7:409 of the Dutch Civil Code is fully excluded.
3. Agreements that apply to a specific project or assignment cannot be terminated prematurely. If such an assignment is nevertheless terminated prematurely by the Client, Bright retains the right to payment of the initially agreed-upon price for the entire assignment, or (if that is not the case) to at least the lost profit on this, as well as reimbursement for costs already incurred, without prejudice to Bright's statutory rights.
4. In the event of early termination, Bright will, in consultation with the Client, ensure that any work still to be performed is transferred to a third party or third parties. Article 16 of these general terms and conditions also applies. If the transfer of the work entails additional costs for Bright, these will be charged to the Client. Bright has the right to suspend its obligations in this regard until the Client has fulfilled all its payment obligations.

5. In the event of a renewal of the agreement, any previously granted discounts will be cancelled and Bright's current prices will apply from that moment on.
6. If a deadline has been agreed upon within the term of the agreement for carrying out certain work, this is never a fatal deadline ('fatale termijn'), and therefore the agreement cannot be terminated due to exceeding the deadline. If the deadline for execution is exceeded, the Client must first notify Bright in writing of the default.

Article 10. Project delay due to the Client's actions

1. If, due to the actions of the Client, for whatever reason, the project is postponed or delayed with regard to the agreed delivery date or parts thereof, and this delay is not attributable to Bright, Bright is entitled to compensation for the additional costs and time incurred as a result.
2. The term run-out also includes:
 - 2.1. failure to provide required materials, information or feedback in a timely manner;
 - 2.2. shifting schedules, delivery dates or test dates;
 - 2.3. the failure or reduced availability of employees involved or decision-making within the agreed timeframes.
3. In the event of a delay of more than two (2) weeks after the agreed go-live date or another written binding milestone date (such as a phase delivery, final delivery or project closure), Bright is entitled to charge a project delay surcharge of 10% of the total project amount per month of delay commenced, with a minimum of € 250 per month, unless otherwise agreed in writing.
4. In addition, any additional hours required to resume or reschedule the project after the delay can be invoiced separately at Bright's then applicable hourly rate.
5. Bright is entitled to reallocate already reserved capacity or scheduled resources to other Clients after a delay, without this leading to any liability for further delays.

Article 11. Complaints about work carried out

1. Complaints about the work carried out must be reported to Bright in writing by the Client within 14 days of discovery, but no later than 30 days after completion of the work in question. The notice of default must contain as detailed a description of the deficiency as possible, so that Bright can respond adequately.
2. Complaints as referred to in the first paragraph do not suspend the payment obligation.
3. After the aforementioned periods have expired, complaints will no longer be processed and the Client will no longer have any right to claim in this regard.
4. If a complaint has merit, Bright has the choice between adjusting the price charged, improving or re-performing the rejected work free of charge, or not (any longer) performing the agreement in whole or in part in exchange for a refund in proportion to the price already paid by the Client.

Article 12. Suspension and termination

1. If the Client wishes to terminate ('ontbinding') the agreement in whole or in part, this must be done in writing by registered letter.
2. Bright is entitled to suspend the performance of obligations or to terminate ('ontbinding') the agreement if:
 - a. The Client fails to comply with the obligations under the agreement, or fails to comply fully with them;
 - b. circumstances that have come to Bright's attention after the conclusion of the agreement give Bright good reason to fear that the Client will not fulfil its obligations;
 - c. Bright Client has requested security for the fulfilment of its obligations under the agreement upon concluding the agreement and this security is not provided or is insufficient;
 - d. if circumstances arise that are of such a nature that compliance with the agreement is impossible or can no longer be required according to standards of reasonableness and equitability ('redelijkheid en billijkheid');
 - e. bankruptcy, suspension of payments, complete or partial cessation of business or company, liquidation, transfer, death, guardianship or if the Statutory Debt Restructuring Scheme for Natural Persons becomes or has been declared applicable to the Client and furthermore in the event a conservatory and/or execution attachment is levied on a substantial part of its assets.
3. If one or more of the circumstances listed in Article 12, paragraph 2, of the General Terms and Conditions apply, Bright's claims against the Client are immediately due and payable in full. If Bright suspends performance of its obligations, it retains its rights under the law and the agreement, including the right to compensation.

Article 13. Non-attributable default (force majeure)

1. The parties shall not be obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance beyond their control and for which they are not responsible under the law, a legal act ('rechtshandeling') or generally accepted views ('in het verkeer geldende opvattingen').
2. Force majeure in these general terms and conditions shall be understood to mean, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, over which Bright has no influence, but which prevent Bright from fulfilling its obligations, such as but not limited to a non-attributable default ('niet toerekenbare tekortkoming') of Bright's suppliers, the failure to properly fulfill obligations of suppliers prescribed to Bright by the Client, as well as defects in goods, equipment, software or materials of third parties the use of which has been prescribed to Bright by the Client, government measures, such as import and trade restrictions, power failures, disruptions to the internet, computer network or telecommunications facilities, (D)Dos attacks, hacking, cracking or any downtime or unavailability due to unlawful acts of third parties, such as (cyber)crime, (cyber)vandalism, material shortages, theft, fire, pandemic, war, terrorism,.

strikes or lack of capacity or unavailability of one or more employees in Bright's company (or third parties engaged by it) and general transport problems.

3. The Client acknowledges that Bright is not responsible for changes, updates, releases, or functionality adjustments implemented by HubSpot or other third-party software suppliers. Informing the Client of such updates, release notes, or notifications is only part of the service if this has been explicitly agreed upon. The failure to provide such communication can never be considered a default on the part of Bright.

Article 14. Liability

1. Bright shall not be liable for any damage suffered by the Client or third parties relating to a default by it or by persons engaged by it in the performance of the agreement, unless there is intent or deliberate recklessness ('opzet of bewuste roekeloosheid') on the part of Bright's management.
2. If Bright is unexpectedly held liable and Bright is insured for liability, Bright's liability for damages will at all times be limited to a maximum of the amount of the payment to be made by Bright's insurer in the relevant case.
3. If the insurer does not pay out and Bright is held liable, liability is limited to direct damages up to the invoice amount of the agreement, or at least that portion of the assignment to which the liability relates. For assignments with a term exceeding six months, liability is further limited to the payment owed for the last three months. At all times, liability will never exceed €10,000 (ten thousand euros) in direct damages.
4. Direct damage is understood to mean only:
 - 4.1. The reasonable costs incurred to determine the cause and extent of the damage;
 - 4.2. Reasonable costs incurred to prevent or limit damage, to the extent that the Client demonstrates that these costs have led to a limitation of damage.
 - 4.3. The reasonable costs incurred to repair damage, insofar as the Client demonstrates that these costs have led to repair of damage and Bright, after written request, cannot itself offer a timely solution to repair the damage.
5. Bright is not liable for consequential damages ('gevolgschade').. Consequential damages are defined as damages other than the direct damages listed in paragraph 4 of this article, including, but not limited to, lost profits ('gederfde winst'), lost savings, destruction or loss of files and/or data, damages due to delays, losses incurred, damages caused by the Client's inadequate provision of information and/or cooperation, damages due to business interruption, or claims by third parties against the Client. This exclusion of liability also applies to any damages related to or resulting from a cyberattack, a data breach, the use of software (including plug-ins), the failure (or malfunctioning) of templates, websites, or campaigns.
6. Client indemnifies Bright against all damages and legal claims from third parties.
7. Unless a service level agreement stipulates otherwise, Bright is not liable for damage of any nature resulting from temporary unavailability or the failure or untimely provision of support, maintenance, and/or incident handling.

Article 15. Confidentiality

1. The Client, as well as its employees and any third parties engaged by it, are obliged to maintain confidentiality of all information received from Bright or from another source and which they know or reasonably could have known to be confidential, including but not limited to personal data, on penalty of an immediately due and payable, non-offsettable ('niet voor verrekening vatbare') penalty of €50,000 (in words: fifty thousand euros) per violation, without prejudice to Bright's right to claim full damages or compensation.

Article 16. Intellectual property

1. Without prejudice to the other provisions of these general terms and conditions, Bright reserves all rights and powers to which it is entitled under the Dutch Copyright Act or other intellectual property rights, including (but not limited to) source codes and (functional and technical) designs.
2. All goods provided by Bright, in the broadest sense of the word, are intended exclusively for use by the Client and may not be reproduced, published, or brought to the attention of, or brought into the possession of, third parties without Bright's prior consent, unless the nature of the goods provided or the law dictates otherwise. The Client is not authorized to use the goods provided for AI training purposes, nor to use them in any other way for purposes other than the execution of the agreement, unless expressly agreed otherwise in writing.
3. If Bright is prepared to commit to transferring an intellectual property right, such a commitment can only be made explicitly and in writing.
4. If the parties agree in writing that an intellectual property right with respect to software, websites, source codes, data files, designs, equipment or other materials specifically developed for the Client will be transferred to the Client, this will never affect Bright's right or ability to use and/or exploit the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like underlying that development for other purposes, without any restriction, either for itself or for third parties.
5. The Client indemnifies Bright against any claim relating to any intellectual property right.
6. Client warrants that all text elements, images, photographs, designs, trademarks or other illustrations provided to Bright are the property of Client and/or that Client has permission to use them.
7. Unless otherwise agreed, Bright is authorized to use artificial intelligence (AI) or other similar technologies. Bright is not liable for any loss, damage, or infringement of third-party intellectual property rights resulting from the use of AI or similar technologies.

Article 17. Privacy & data protection

1. If the Client qualifies as the controller within the meaning of the General Data Protection Regulation (GDPR) and Bright qualifies as the processor within the meaning of the GDPR on behalf of the Client, the Client is obligated to provide Bright with only lawful instructions regarding the data processing assigned to it. The Client also acknowledges having verified

that Bright offers appropriate technical and organizational measures as referred to in Article 28, paragraph 1, of the GDPR, including security measures as referred to in Article 32 of the GDPR. The Client indemnifies Bright against all fines and claims for privacy right infringement related to the foregoing. If necessary, Bright will conclude a data processing agreement with the Client upon first request.

2. Unless otherwise agreed, Bright is authorized to use artificial intelligence (AI) or other similar technologies. Bright is not liable for any loss, damage, or penalty related to any infringement of the right to privacy or the right to protection of personal data resulting from the use of AI or similar technologies.

Article 18. Non-recruitment of personnel

1. During the active period of the agreement and for one year following its termination, the Client shall not, in any way whatsoever, except with Bright's permission, employ or otherwise, directly or indirectly, employ employees of Bright or of companies engaged by Bright for the performance of this agreement and who are (or have been) involved in the performance of the agreement, on penalty of a non-offsettable ('niet voor verrekening vatbare') fine of €50,000 (in words: fifty thousand euros) per violation.

Article 19. Expiration period

1. Any right of action and other powers of the Client against Bright, on whatever grounds, shall in any case expire after the expiry of one year from the moment at which a fact occurs that allows the Client to use these rights and/or powers against Bright and the Client has not initiated legal proceedings within this period.

Article 20. Service Level Agreement (SLA) and provision of support

1. A Service Level Agreement ("SLA") is a separate agreement between Bright and the Client that sets out specific arrangements regarding availability, response times, maintenance, and support (hereinafter also referred to as "Support") after project delivery or within a retainer. An SLA is agreed upon separately, with specific provisions regarding response times, availability, escalation procedures, and rates.
2. The following definitions apply to Support:
 - a. First Line Support: Support provided to end users by (or on behalf of) the Client, including the collection, filtering, and assessment of incidents. This is the sole and exclusive responsibility of the Client.
 - b. Second Line Support: Functional support by Bright to the Client regarding the use of the existing HubSpot setup, such as answering questions and incident analysis within the existing configuration.
 - c. Third-Line Support: Specialized technical support at the software vendor level or for structural architecture adjustments. This must always be agreed upon as a separate project and falls outside the standard SLA.

3. Support expressly does not include custom development ('maatwerkontwikkeling'), structural further development ('doorontwikkeling'), new integrations, custom code or other activities that fall outside the Client's existing setup, unless otherwise agreed in writing.
4. If the Client and Bright do not have an SLA, the following agreements apply: Bright provides Second Line Support solely on the basis of an obligation to extend effort ('inspanningsverbintenis'), not a results-based obligation ('resultaatsverbintenis'). Bright reserves the right to refuse Support requests or to process them at a later time at any time. The Client cannot claim priority or specific response times.
5. If Bright accepts and carries out requests for Support from a Client without an SLA, or outside the scope of an SLA agreed with the Client, such work will be carried out exclusively on the basis of an obligation to extend effort ('inspanningsverbintenis') and at Bright's then applicable (hourly) rates.

Article 21. Change

1. Bright is entitled to change these Terms and Conditions and thereby replace the previous Terms and Conditions. The amended Terms and Conditions will apply after notification, unless a written, reasoned objection to any change is submitted within 30 (thirty) days of the amendment date.

Article 22. Applicable law and disputes

1. These terms and conditions, as well as all offers, quotations, orders, agreements and other obligations of Bright, of whatever nature, are exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention is excluded.
3. All disputes will be settled by the competent court in Bright's place of business, unless any mandatory statutory provision prevents this, and this without prejudice to Bright's right to bring a dispute before the court that has jurisdiction under the law.
4. If the Client is located outside the EU, the parties agree to submit their dispute to the Netherlands Arbitration Institute, in accordance with its most recent rules (www.nai-nl.org). Only one arbitrator will be appointed, and the proceedings will be conducted in English. The hearings will be held in Amsterdam. The foregoing does not affect the right of either party, in urgent cases, to initiate summary proceedings before the competent court in the region where the other party is located.