

# Terms and Conditions

These Terms and Conditions (the "Terms") apply to the website build, hosting, maintenance, support, and related services we provide (the "Services").

Version	1
Effective date	2026-03-16
Provider	Uplink Sites ("Uplink Sites", "we", "us", "our")
Legal entity name	Uplink Sites
Chamber of Commerce (KVK) number	99866226
VAT (BTW) number	NL869166001B01
Registered address	Truus Gelsingstraat 287, 6663 RE Lent, The Netherlands
Contact email	hello@uplinksites.com

These Terms and Conditions (the "**Terms**") apply to the website build, hosting, maintenance, support, and related services we provide (the "**Services**").

Unless we agree otherwise in writing, our Services are intended for business customers. If you are a consumer, any mandatory consumer rights will prevail over these Terms where required by law.

If you accept these Terms for a company or other legal entity, you confirm that you have authority to bind that entity.

We will make these Terms available to you before you accept the Agreement so you can review and save them.

You accept these Terms by signing or otherwise accepting an order, quote, proposal, or statement of work in writing, including by electronic acceptance. If, after receiving these Terms, you ask us to start work or continue providing Services before a formal signature is completed, that also confirms acceptance to the extent permitted by law.

## 1. Agreement And Order Of Documents

1. Your agreement with us (the "**Agreement**") consists of:
  - o the applicable order, quote, proposal, or statement of work (the "**Order**");
  - o these Terms; and
  - o any schedule or addendum expressly referenced in the Order, such as a hosting plan, SLA, or DPA.
2. If there is a conflict, the Order prevails over these Terms.
3. Any purchasing terms or general terms you provide do not apply unless we expressly agree to them in writing.
4. By accepting the Order, you confirm that you had a reasonable opportunity to review and store these Terms before the Agreement was formed.

## 2. Scope Of Services

1. We will provide the Services described in the Order.
2. Unless the Order says otherwise, the Services do not include:
  - o legal advice or legal compliance work;
  - o privacy policies, cookie notices, terms, accessibility compliance, or sector-specific compliance work;
  - o copywriting, translations, branding, photography, or video production;
  - o guaranteed SEO rankings, traffic, leads, or business outcomes;
  - o email hosting or mailbox support;
  - o custom infrastructure or non-standard environments not approved by us;
  - o 24/7 emergency support or guaranteed response times.
3. We may use subcontractors, third-party services, and AI tools to deliver the Services.
4. You remain responsible for reviewing and approving outputs, including AI-assisted outputs, before they are published or used.

5. Work outside the agreed scope is a **Change Request**. We will not start it until scope and fees are approved in writing. If we clearly confirm that extra work will be billed hourly before we start, we may bill it at the hourly rate stated in the Order or confirmed by email.

### 3. Your Responsibilities

You agree to:

1. provide timely access to accounts, systems, and information we reasonably need;
2. provide content, feedback, and approvals on time;
3. ensure your instructions and materials are accurate, lawful, and fit for use;
4. obtain and maintain the rights, licenses, and permissions needed for the materials you provide and for your use of the website;
5. appoint a main contact who can give instructions and approvals on your behalf;
6. keep your credentials secure and use multi-factor authentication where available;
7. maintain the third-party subscriptions, licenses, and paid services assigned to you in the Order;
8. provide and maintain your own legal notices and policies unless we expressly agree to draft them; and
9. communicate professionally and respectfully with our team and subcontractors.

If you delay content, access, feedback, or approvals, we may pause work, move timelines, re-scope the project, and charge for rework, restart planning, or time lost because of the delay.

### 4. Timelines, Review, And Acceptance

1. Project dates and timelines are estimates unless the Order clearly says otherwise.
2. Delays caused by you extend the schedule accordingly.
3. If a project is paused for more than 30 days because you do not provide required inputs or approvals, we may re-scope, re-quote, or charge a restart fee before resuming.
4. If a project stays paused for more than 90 days because of your delay, we may treat the project as client-caused abandonment under Section 12.
5. When we tell you that a milestone or website is ready for review, you must review it and report any material issue against the Order within 14 days.

6. A milestone or website is accepted when:
  - you confirm acceptance in writing;
  - you request or approve go-live; or
  - the 14-day review period ends without a material issue report.
7. For 30 days after go-live, we will fix reproducible defects caused by our work that prevent the website from materially matching the Order.
8. The post-launch defect fix period does not cover issues caused by third-party changes, client changes, content changes, or systems outside our control.

## 5. Fees, Invoicing, And Payment

1. Fees are stated in the Order.
2. Quotes are valid for 30 days unless the Order says otherwise.
3. Unless the Order says otherwise:
  - website build fees may be invoiced by deposit, milestone, or progress invoice; and
  - hosting and maintenance fees are invoiced in advance for the agreed billing period.
4. Payment is due within 14 days of the invoice date unless the Order says otherwise.
5. We may require a deposit or prepayment before starting work or before go-live.
6. We do not have to go live, hand over deliverables, or continue hosting while amounts due remain unpaid.
7. If a project runs longer because of your delays, we may invoice for work completed to date.
8. Third-party costs, including premium plugins, stock assets, paid APIs, and other paid services, are your responsibility unless the Order says otherwise. If the Order includes domain management, the agreed domain registration or renewal for the stated term is included in that fee.
9. Deposits, reserved project capacity, and non-cancellable third-party costs are non-refundable unless the Order or mandatory law says otherwise.
10. If you end a build project after work has started, you must pay for work completed, work already scheduled or committed, and non-cancellable third-party costs.
11. If you dispute an invoice in good faith, you must tell us in writing within 10 days of the invoice date and pay the undisputed part on time.

12. If you do not pay on time, we may charge the interest and collection costs allowed by law and suspend Services until payment is made.
13. If you initiate a chargeback or payment reversal for an amount that is not genuinely disputed, we may treat it as non-payment.

## **6. Hosting, Maintenance, And Support**

1. Hosting and maintenance run for the term stated in the Order and renew automatically unless the Order says otherwise or either party gives the required notice before renewal.
2. We may change hosting or maintenance fees with at least 30 days' notice, usually from the next billing cycle or renewal.
3. Unless an SLA says otherwise, availability targets are targets only and not guarantees, and no service credits apply.
4. Unless an SLA says otherwise, our target is 99.5% monthly uptime.
5. Downtime measurements exclude scheduled maintenance, emergency maintenance, force majeure events, your changes, your credentials being compromised, and failures in third-party services or networks outside our control.
6. We may perform maintenance, updates, and infrastructure changes when reasonably needed. We will try to do disruptive work outside peak hours where practical.
7. Unless the Order says otherwise, support is provided by email or ticket during normal business hours in the Netherlands, Monday to Friday, excluding public holidays.
8. We aim to acknowledge support requests within 1 business day.
9. If the Order includes a maintenance allowance, it only covers the scope stated in the Order. Unused time does not roll over unless the Order says otherwise.
10. If the plan includes backups, they are an operational safeguard and not an archival service. You remain responsible for keeping your own copies of important content and business data.
11. Hosting is intended for normal business websites and is not designed for life-critical, safety-critical, or other mission-critical use.
12. We may apply fair-use limits and may restrict server-level access, custom server code, or unsupported plugins to protect stability and security.
13. We do not guarantee email deliverability, inbox placement, or spam filtering outcomes for website-generated email.

## 7. Security, Acceptable Use, And Client Changes

1. We will use reasonable measures to secure the Hosting environments we manage.
2. No system is perfectly secure. We do not guarantee that the Services will be uninterrupted, error-free, or immune from compromise.
3. You must not use the Services to host unlawful content, infringing content, malware, spam, abusive content, or activity that harms the service or third parties.
4. We may suspend or limit Services immediately if we reasonably believe there is a security risk, unlawful use, abuse, or another urgent issue that requires action.
5. Where reasonably possible, we will notify you before suspension. In urgent cases, we may act first and notify you afterwards.
6. If we give you or your suppliers access to the website, hosting, CMS, or related services, you are responsible for changes made using that access.
7. Time spent diagnosing or fixing issues caused by your changes, your suppliers, or third-party platform changes may be billed as extra work.

## 8. Domains And Third-Party Services

1. Unless the Order says otherwise, you are responsible for domain registration and renewal. If the Order includes our domain management service, the agreed domain registration or renewal for the stated term is included in that service fee.
2. If we register or renew a domain for you, we do so as your agent. You remain the registrant or beneficial owner.
3. Domain registrations, renewals, and similar third-party purchases are non-refundable once processed.
4. You must provide timely DNS and account access when needed for launch, SSL, email authentication, or support.
5. The Services may depend on third-party providers such as registrars, hosting platforms, analytics tools, payment providers, fonts, and email services.
6. We are not responsible for outages, policy changes, price changes, feature removals, or limitations imposed by third-party services.
7. Work needed because of a third-party outage, policy change, or platform change may be billed separately unless the Order says otherwise.

## 9. Intellectual Property, Portfolio, And Handoff

1. You keep ownership of the materials and content you provide to us. You give us a limited license to use them only to provide the Services.
2. We keep ownership of our background IP, including our methods, reusable components, templates, tools, internal workflows, and general know-how.
3. Subject to Section 9.4, once you have paid all amounts due for the relevant work, you own the final custom deliverables created specifically for you under the Order, excluding:
  - our background IP;
  - third-party tools, code, assets, and services; and
  - items that the Order does not include for transfer.
4. Any transfer of copyright or grant of exclusive rights under this Section must be expressly recorded in a written Order or other written instrument and only takes effect after full payment.
5. Until full payment, you only have a limited right to use the deliverables for review and testing.
6. Unless the Order expressly includes them, we do not have to provide editable source files, development history, internal project documentation, internal tooling, or working files.
7. If the website build is sold as part of a subscription, payment plan, minimum term, or buyout structure, ownership transfer and full handoff only happen after all amounts due for that structure are paid in full.
8. Unless you ask us not to in writing, we may show your name, logo, and non-confidential screenshots of the work in our portfolio and marketing.
9. If your account is in good standing and you request it before termination takes effect, we will provide the website files and the basic information reasonably needed for handoff of the website components we control.
10. Depending on the project, handoff may include website files, database exports, and configuration details reasonably needed to redeploy the website.
11. Setting up hosting with another provider, migration work, and coordination with third parties are not included unless the Order or another written agreement says otherwise.
12. If we agree to provide migration, setup, or third-party coordination work, that work is billable unless the Order says otherwise.
13. We do not guarantee transfer of third-party accounts or services that we do not control.

## 10. Confidentiality, Data Protection, And Discretion

1. Each party will keep the other party's confidential information secret and will use it only for the Agreement.
2. This duty does not apply to information that is already public without breach, was independently developed, or was lawfully received from another source.
3. These confidentiality duties continue for 3 years after the Agreement ends.
4. We will handle client information discreetly and will not disclose more than is reasonably necessary.
5. If we process personal data for you as a processor under the GDPR, the parties will put a data processing agreement in place before or when that processing starts. If the Order references our standard DPA, that DPA forms part of the Agreement.
6. You remain responsible for your own privacy notices, cookie notices, marketing consents, legal disclosures, and similar compliance items unless the Order says otherwise.
7. We may use subprocessors where reasonably needed to provide the Services and, where required by law, will put appropriate safeguards in place.
8. If we receive a complaint about unlawful content, misuse, or infringement, or if we face a security or legal issue, we may take reasonable steps to investigate, limit harm, or comply with law.
9. In those cases, we may disclose limited information only where required by law or where reasonably necessary to protect rights, safety, or the Services. Where legally permitted and reasonably practical, we will notify you.

## 11. Compliance And Warranties

1. Unless the Order says otherwise, you are responsible for the legal and regulatory compliance of your website and business, including accessibility obligations.
2. If your website handles e-commerce, payments, or personal data, you remain responsible for the rules that apply to your business, your content, and your operations.
3. We will perform the Services with reasonable skill and care.
4. Except as expressly stated in the Agreement or required by law, the Services are provided as they are, and we do not give additional warranties.
5. We do not guarantee uninterrupted service, error-free operation, future compatibility of third-party services, or specific commercial outcomes.

## 12. Suspension, Termination, And Effect

1. We may suspend some or all Services if:
  - fees are overdue;
  - we reasonably believe there is a security risk or unlawful use;
  - you materially breach the Agreement;
  - you or your personnel harass, threaten, or abuse our team or subcontractors; or
  - we are required to do so by law or by a competent authority.
2. Except in urgent situations, we will use reasonable efforts to give notice and an opportunity to fix the issue before suspension.
3. Either party may end the Agreement for material breach if the breach is not fixed within 14 days after written notice, unless the breach cannot be fixed.
4. A build project may be ended for convenience on 30 days' written notice unless the Order says otherwise.
5. If we end a build project for convenience and not because of your breach, we will refund prepaid fees for work not yet performed after deducting fees for work already performed and non-cancellable third-party costs.
6. If a project is treated as client-caused abandonment after a long client delay, we may end the affected Order and invoice work performed, committed project capacity, restart planning already required because of the delay, and non-cancellable third-party costs.
7. Hosting or maintenance may be ended for convenience on the notice period stated in the Order or, if none is stated, on 30 days' written notice effective at the end of the current billing period.
8. If the Order includes a minimum term, early termination does not remove the duty to pay the fees committed for that minimum term.

## 9. On termination:

- you must pay all amounts due for work performed, committed work, restart planning already required because of your delay where applicable, and non-cancellable third-party costs;
- we may take hosted websites offline when the Services end;
- handoff rights remain subject to Section 9;
- we may delete website data from our systems 30 days after termination unless we agree otherwise; and
- we may keep information that we must retain by law or reasonably need for accounting, compliance, or legal claims.

## 13. Liability

1. Nothing in these Terms limits liability that cannot be limited under applicable law.
2. To the maximum extent permitted by law, we are not liable for indirect or consequential loss, including loss of profit, revenue, goodwill, business interruption, or data.
3. To the maximum extent permitted by law, our total liability arising out of or related to the Agreement is limited to:
  - for build work, the fees paid for the relevant Order; and
  - for hosting or maintenance, the fees paid for the affected Services in the 12 months before the event giving rise to the claim.
4. You will indemnify us against third-party claims arising from:
  - materials or instructions you provide that are unlawful or infringe third-party rights; or
  - your unlawful use of the Services.

## 14. General

1. Neither party is liable for delay or failure caused by events beyond reasonable control, including supplier outages, labor disputes, natural disasters, war, civil unrest, or government action.
2. We may use subcontractors to provide the Services, but remain responsible for our contractual obligations.

3. Neither party may assign the Agreement without the other party's written consent, except that we may assign it to an affiliate or as part of a merger, acquisition, or sale of assets.
4. Notices under the Agreement must be in writing and may be sent by email to the latest contact details provided by each party.
5. We may update these Terms from time to time. For existing customers, updated Terms apply no earlier than 30 days after notice and, for recurring hosting or maintenance, normally from the next renewal or billing period.
6. If a provision is unenforceable, the rest of the Agreement remains in effect.
7. The Agreement is governed by Dutch law.
8. Unless the Order says otherwise, the courts of Amsterdam, the Netherlands have exclusive jurisdiction over disputes arising from the Agreement.