



GENERAL TERMS AND CONDITIONS

Brand Experience Global S.L. — trading as BRND/XP.

Version 2026.1 — effective from 1 October 2026

Governed by Spanish law · The Spanish text is the authentic version

ABOUT THIS DOCUMENT

These general terms and conditions apply to all quotations, agreements and deliveries of Brand Experience Global S.L., trading as BRND/XP. (hereinafter: BRND/XP).

They replace all previous versions. The Spanish text is the authentic and binding version; the English and Dutch versions are translations provided for readability only.

Article 1 — Definitions

- 1.1** BRND/XP: Brand Experience Global S.L., trading as BRND/XP., established in Valencia, Spain, registered under CIF [enter CIF number].
- 1.2** Client: the natural person or legal entity entering into an Agreement with BRND/XP, or to whom BRND/XP issues a quotation or offer.
- 1.3** Agreement: any arrangement between BRND/XP and the Client concerning the delivery of Services, works or products, including all amendments and additions thereto.
- 1.4** Services: all work and deliveries of BRND/XP, including strategy, branding, web design, web development, marketing, hosting, SSL certificates, domain registration, WordPress maintenance, support and consultancy.
- 1.5** Subscription: any Service delivered on a continuous basis against a periodic fee, including in any event hosting, SSL certificates, domain names and WordPress maintenance.
- 1.6** Contract Year: a continuous period of twelve (12) months, counted from the commencement date of the Subscription or from each tacit renewal thereof.
- 1.7** In writing: by letter, by e-mail or via the BRND/XP client portal.

Article 2 — Applicability

- 2.1** These general terms and conditions apply to all quotations, offers, Agreements and deliveries of BRND/XP, as well as to all legal relationships arising from or connected to them.
- 2.2** Deviations from these terms apply only if and to the extent confirmed in writing by BRND/XP, and only for the Agreement concerned.
- 2.3** The applicability of any purchasing or other terms of the Client is expressly rejected.
- 2.4** BRND/XP is entitled to amend these terms. Amendments are announced in writing at least thirty (30) days before they take effect. If an amendment materially worsens the position of the Client, the Client is entitled to terminate the Subscription in writing with effect from the date the amendment takes effect.
- 2.5** If any provision of these terms is void or voidable, the remaining provisions remain in full force. The parties shall then consult in order to replace that provision with one that approximates its purport as closely as possible.

Article 3 — Quotations and formation of the Agreement

- 3.1** All quotations and offers of BRND/XP are without obligation and valid for thirty (30) days, unless a different period is stated.
- 3.2** All prices are denominated in euros and exclude VAT and any levies, charges and third-party costs, unless expressly stated otherwise.
- 3.3** The Agreement is formed when the Client accepts the quotation in writing, signs the order confirmation, or when BRND/XP commences performance with the Client's consent.
- 3.4** Obvious errors, typing errors or miscalculations in a quotation do not bind BRND/XP.
- 3.5** A composite price quotation does not oblige BRND/XP to perform part of the assignment for a proportionate part of the quoted price.

Article 4 — Performance of the Agreement

- 4.1** BRND/XP performs the Agreement to the best of its knowledge and ability. All obligations of BRND/XP are obligations of best effort, unless a specific result has been expressly promised in writing.
 - 4.2** Periods stated by BRND/XP are indicative and never constitute strict deadlines. Exceeding them does not entitle the Client to rescission or compensation.
 - 4.3** BRND/XP is entitled to have the Agreement performed in whole or in part by third parties, without the prior consent of the Client.
 - 4.4** BRND/XP is entitled to use the work produced for the Client for its own promotional and reference purposes, unless the Client has objected in writing.
 - 4.5** If the Agreement is performed in phases, BRND/XP is entitled to suspend a subsequent phase until the Client has approved the results of the preceding phase in writing.
-

Article 5 — Obligations of the Client

- 5.1** The Client shall supply, in good time and in full, all data, texts, visual material, access credentials, licences and decisions that BRND/XP requires for performance.
 - 5.2** The Client warrants the accuracy, completeness and lawfulness of all material supplied and indemnifies BRND/XP against all third-party claims in this respect, including claims for infringement of intellectual property rights.
 - 5.3** Any delay resulting from late, incomplete or improper delivery by the Client is at the Client's expense and risk. Additional costs arising therefrom are charged on the basis of subsequent calculation.
 - 5.4** The Client is responsible for carefully storing and keeping confidential all login details and access codes.
 - 5.5** The Client shall maintain its own proper records of business-critical data.
-

Article 6 — Subscriptions: term, renewal and termination

- 6.1** All Subscriptions, expressly including hosting, SSL certificates, domain names and WordPress maintenance, are entered into for a term of one (1) year, unless expressly agreed otherwise in writing.
- 6.2** At the end of the Contract Year, a Subscription is tacitly renewed each time for a further consecutive period of one (1) year, unless it has been terminated in good time in accordance with clause 6.3.
- 6.3** Termination of a Subscription must be given in writing, observing a notice period of one (1) month before the end of the current Contract Year.
- 6.4** A notice of termination reaching BRND/XP within one (1) month before the end of the current Contract Year takes effect at the end of the following Contract Year.
- 6.5** Interim termination of a Subscription is not possible. Termination before the end of the Contract Year, for whatever reason, does not give rise to any right to a refund or waiver of fees already invoiced or paid in advance.
- 6.6** BRND/XP confirms every termination in writing. A termination for which the Client has not received confirmation from BRND/XP is not deemed to have been received by BRND/XP.
- 6.7** BRND/XP is likewise entitled to terminate a Subscription observing a notice period of one (1) month before the end of the current Contract Year.
- 6.8** Domain names follow the term, renewal and termination rules of the registry concerned. A domain name can only be terminated with effect from the expiry date of the registration and subject to the periods set by that registry.
- 6.9** Upon termination of a Subscription, the Services concerned are deactivated. At the written request of the Client, BRND/XP will make a single backup of the website and database available, provided the request is received no later than fourteen (14) days after the end date. After that period all data is permanently deleted.
- 6.10** Suspension of a Subscription due to non-payment does not affect its term, its renewal or the payment obligation.

Article 7 — Prices and indexation

- 7.1** All prices exclude VAT and third-party costs.
- 7.2** BRND/XP is entitled to adjust Subscription rates annually as from the renewal date. An adjustment is announced in writing at least thirty (30) days before the renewal date.
- 7.3** Cost increases imposed by third parties, including registries, certificate authorities, hosting suppliers and licensors, as well as changes in taxes and levies, may be passed on by BRND/XP immediately and without prior announcement.
- 7.4** If a price increase not arising from clause 7.3 exceeds ten per cent (10%), the Client is entitled to terminate the Subscription concerned in writing within fourteen (14) days of the announcement, with effect from the date the increase takes effect.

Article 8 — Invoicing and payment

- 8.1** Subscriptions are invoiced annually in advance, unless agreed otherwise in writing.
- 8.2** Projects and one-off assignments are invoiced in instalments: fifty per cent (50%) on commissioning and fifty per cent (50%) on delivery, unless agreed otherwise.
- 8.3** Payment must be made within fourteen (14) days of the invoice date, without any right of set-off, discount or suspension.
- 8.4** If the payment term is exceeded, the Client is in default by operation of law without any notice of default being required. From that moment the Client owes the statutory commercial interest, increased by extrajudicial collection costs of fifteen per cent (15%) of the outstanding amount with a minimum of € 75.
- 8.5** BRND/XP is entitled to suspend the Services if payment is not received following a reminder and a period of seven (7) days stated therein. Suspension does not release the Client from its payment obligations and does not give rise to any right to compensation.
- 8.6** All works, files and licences delivered by BRND/XP remain the property of BRND/XP until the Client has fully fulfilled all its obligations.
- 8.7** Objections to an invoice must be submitted in writing and with reasons within fourteen (14) days of the invoice date and do not suspend the payment obligation.

Article 9 — Delivery and acceptance

- 9.1** After delivery, the Client has ten (10) working days to assess the delivered work and to report any defects in writing and in specified form.
- 9.2** If no report is received within that period, or if the Client puts the work into use or takes it live earlier, the work is deemed to have been fully accepted.
- 9.3** Defects that do not materially impair the functioning of the work do not preclude acceptance and will be remedied at the next opportunity.

Article 10 — Changes and additional work

- 10.1** Changes to or additions to the assignment after the Client has approved the quotation qualify as additional work and are invoiced on the basis of subsequent calculation at the hourly rate of BRND/XP applicable at that time.
- 10.2** BRND/XP informs the Client of the nature and expected scope of the additional work prior to performance, unless the urgency of the work does not permit this.
- 10.3** Additional work may affect the agreed delivery date. BRND/XP is not liable for this.

Article 11 — Hosting, SSL certificates and domain names

- 11.1** BRND/XP will make every effort to achieve the highest possible availability of the hosting services, but does not guarantee uninterrupted availability unless a Service Level Agreement has been expressly agreed.
 - 11.2** BRND/XP is entitled to carry out maintenance on the infrastructure and will announce scheduled maintenance windows in advance where reasonably possible.
 - 11.3** The Client may not use the hosting environment for unlawful, infringing or criminal purposes, for sending unsolicited messages, or for activities that place a disproportionate load on the infrastructure. In such cases BRND/XP is entitled to suspend the Service with immediate effect.
 - 11.4** BRND/XP makes periodic backups as an obligation of best effort. The Client remains responsible for maintaining its own copy of business-critical data.
 - 11.5** Domain names are registered in the name of the Client, insofar as the registry concerned permits this. Registration, renewal and transfer are subject to the terms and rates of that registry.
 - 11.6** SSL certificates are supplied for the duration of the Contract Year and are renewed automatically upon renewal of the Subscription.
 - 11.7** Migration of a website, domain name or e-mail environment to another service provider is invoiced on the basis of subsequent calculation. Cooperation is given after all outstanding invoices have been settled.
-

Article 12 — WordPress maintenance

- 12.1** Unless agreed otherwise in writing, the maintenance subscription comprises: updating the WordPress core, theme and plugins, security checks, verification of backups and a periodic functional check of the website.
 - 12.2** The maintenance subscription expressly does not comprise: further development, content management, redesign, search engine optimisation, or the repair of malfunctions arising from interventions by the Client or third parties engaged by the Client. Such work is invoiced as additional work.
 - 12.3** Changes made by the Client or by third parties engaged by the Client to the code, theme, plugins or server configuration may impede maintenance. BRND/XP is not liable for the consequences thereof and is entitled to charge the resulting repair work as additional work.
 - 12.4** Licence fees for premium themes and plugins are covered by the Subscription only if and to the extent expressly agreed in writing.
 - 12.5** BRND/XP is entitled to postpone or omit an update if, in its judgement, the update would jeopardise the stability or security of the website.
-

Article 13 — Intellectual property

- 13.1** All intellectual property rights in works developed or made available by BRND/XP, including designs, texts, concepts, source code and documentation, vest exclusively in BRND/XP.
- 13.2** After full payment of all amounts due, the Client obtains a non-exclusive, non-transferable right of use to the delivered work, for the agreed purpose and for an indefinite period.
- 13.3** Source code, working files, design source files, concepts and rejected proposals are not transferred, unless expressly agreed otherwise in writing.
- 13.4** Third-party software, themes, plugins and visual material are subject to the licence terms of the relevant rights holder. The Client must comply with those terms.
- 13.5** The Client may not reproduce, modify, reuse for other purposes or make available to third parties the work outside the agreed purpose of use without the prior written consent of BRND/XP.

Article 14 — Confidentiality

- 14.1** The parties undertake to keep confidential all confidential information they obtain from each other in the context of the Agreement.
- 14.2** This obligation does not apply where disclosure results from a statutory obligation or is necessary in order to engage auxiliary persons, provided these are bound by an equivalent duty of confidentiality.
- 14.3** The confidentiality obligation remains in force after termination of the Agreement.
-

Article 15 — Privacy and data processing

- 15.1** Insofar as BRND/XP processes personal data on the instructions of the Client in the context of the Agreement, BRND/XP acts as a processor within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679).
- 15.2** The parties shall conclude a data processing agreement to this end, which forms an integral part of the Agreement.
- 15.3** The Client is the controller and warrants a lawful basis for the processing and the lawfulness of the data provided to BRND/XP.
- 15.4** BRND/XP takes appropriate technical and organisational measures to secure the personal data and is entitled to engage sub-processors.
-

Article 16 — Liability

- 16.1** BRND/XP is liable solely for direct damage that is the direct result of an attributable failure in the performance of the Agreement.
- 16.2** The liability of BRND/XP is limited per event to the amount invoiced for the Service concerned in the three (3) months preceding the event causing the damage, with a maximum of € 5,000 per calendar year. A series of connected events counts as one event.
- 16.3** Liability for indirect damage, including consequential damage, loss of profit, lost savings, reputational damage, loss of data and damage due to business interruption, is expressly excluded.
- 16.4** BRND/XP is not liable for damage resulting from incorrect or incomplete information provided by the Client, from interventions by the Client or third parties engaged by the Client, or from failures on the part of suppliers.
- 16.5** The limitations set out in this article do not apply in the event of intent or wilful recklessness on the part of BRND/XP.
- 16.6** Any claim for compensation lapses if it is not reported to BRND/XP in writing within twelve (12) months of discovery of the damage.
-

Article 17 — Force majeure

- 17.1** Force majeure also includes: failures or shortcomings on the part of suppliers, failure of networks, data centres or power supply, cyberattacks, DDoS attacks, internet outages, government measures, pandemics, natural disasters, strikes, war and terrorism.
- 17.2** During the period of force majeure the obligations of the parties are suspended, without either party being liable to pay compensation.
- 17.3** If the force majeure situation lasts longer than sixty (60) days, either party is entitled to rescind the Agreement in writing without any obligation to pay compensation. Performance already rendered is settled on a pro rata basis.
-

Article 18 — Suspension and rescission

- 18.1** BRND/XP is entitled to rescind the Agreement in whole or in part with immediate effect if the Client applies for a suspension of payments, is declared bankrupt, is dissolved or liquidated, or if the Client fails to fulfil an obligation under the Agreement and this default has not been remedied within fourteen (14) days of a written notice of default.
- 18.2** In the event of rescission, all claims of BRND/XP against the Client become immediately and fully due and payable.
- 18.3** Rescission does not release the Client from the obligation to pay for work already performed and for the subscription fees due for the current Contract Year.

Article 19 — Complaints

- 19.1** Complaints about the work performed must be submitted to BRND/XP in writing, with a clear description, within fourteen (14) days of discovery and in any event no later than thirty (30) days after completion of the work concerned.
- 19.2** A complaint submitted in good time does not suspend the Client's payment obligation.
- 19.3** If a complaint is well founded, BRND/XP will still perform the work as agreed, unless this has demonstrably become pointless for the Client in the meantime.

Article 20 — Applicable law and disputes

- 20.1** All quotations, Agreements and deliveries of BRND/XP are governed exclusively by Spanish law.
- 20.2** All disputes arising from or connected with the Agreement shall be submitted exclusively to the competent court in Valencia, Spain, unless mandatory provisions of law prescribe otherwise.
- 20.3** The applicability of the Vienna Sales Convention (CISG) is excluded.

Article 21 — Final provisions

- 21.1** These terms have been drawn up in English, Dutch and Spanish. In the event of a difference in interpretation, the Spanish text prevails, in line with the applicable Spanish law and the competent court referred to in Article 20.
- 21.2** BRND/XP is entitled to transfer its rights and obligations under the Agreement to a group company or in the context of a takeover of the business.
- 21.3** These terms can be consulted and downloaded at brndxp.com and will be sent free of charge on first request.
- 21.4** This version replaces all previous versions of the general terms and conditions of BRND/XP.

CONTACT DETAILS

Brand Experience Global S.L.
Trading name: BRND/XP.
CIF: [enter CIF number]
Registro Mercantil de Valencia: [enter registration details]
Address: [street and number], Valencia, Spain
E-mail: office@brndxp.com
Website: brndxp.com