

Terms and conditions

23 September 2026

1. Identity and scope

New Age Media V.O.F., trading as Extended Developments (we, us), is established at De Vlaschaard 55, 1183 KM Amstelveen, the Netherlands; Chamber of Commerce 75653672; VAT NL860353886B01. Contact: info@extended-developments.com or +31 85 115 0407.

These terms apply to our offers and agreements for design, software, websites, integrations, consultancy, hosting, maintenance and related services supplied to business clients. They do not displace mandatory consumer rights if we expressly agree to serve a consumer. A client's purchasing terms apply only if we expressly accept them in writing.

2. Offers and agreements

Unless an offer states otherwise, it is valid for 30 days and is without obligation until we confirm acceptance in writing. An agreement starts when both parties accept a proposal or statement of work in writing, or when we begin work at the client's request. Website descriptions and calculator estimates are indicative, not binding offers.

The signed statement of work or proposal controls the project scope, price and timetable. A separate data processing agreement controls the processing of personal data where applicable. In a conflict, these project-specific documents take precedence over these general terms for their subject matter. Changes must be agreed in writing, including by email.

3. Scope and changes

We perform the work with reasonable professional care according to the agreed scope. Features, integrations, content, accessibility level, browser support, deliverables and acceptance criteria are included only when stated in the proposal. We may use suitably qualified subcontractors while remaining responsible for our contractual obligations.

Either party may request a change. We will explain its likely effect on price, timing and dependencies before implementation. We need not perform additional work until the parties agree the change. Advice, estimates and concepts are based on information available at the time and are not a guarantee of a particular commercial result.

4. Client cooperation

The client provides timely decisions, accurate information, access, content, approvals and a contact authorised to give instructions. The client confirms it has the rights to materials, data and

systems it asks us to use and that its instructions are lawful. Delays or extra work caused by missing or inaccurate input may reasonably change the schedule and price after we inform the client.

The client is responsible for its own business decisions, legal notices, final published content and use of the delivered system, unless a specific responsibility is expressly included in our scope.

5. Planning and delivery

Dates are target dates unless the parties expressly agree a firm deadline in writing. A timetable depends on timely client input, third-party availability and approved changes. We will inform the client promptly of a material expected delay and propose a revised plan. Delivery may take place in agreed stages or electronically through a repository, deployment or transfer of files.

6. Review and acceptance

Where an acceptance process is agreed, the client tests a delivered milestone against the written acceptance criteria and reports reproducible material defects within 14 calendar days, unless another period is agreed. We will correct confirmed defects within a reasonable time and submit the affected work for a further review. Minor defects that do not materially prevent agreed use do not block acceptance; we will address them as agreed.

A milestone is accepted when the client confirms acceptance, uses it in production for its intended purpose, or does not report a material defect within the review period after we have invited review. Acceptance does not remove rights that cannot lawfully be excluded or our agreed defect obligations.

7. Fees and expenses

Prices are in euros and exclude VAT unless expressly stated otherwise. The proposal specifies whether fees are fixed, time based or recurring. Work outside the agreed scope is charged only after we communicate the rate or estimate and the client authorises it. Reasonable travel, licences, cloud usage and other third-party costs are charged only as stated in the proposal or approved in advance.

Recurring fees may be adjusted once per year with at least 30 days' notice, based on documented cost changes or the Dutch consumer price index. The client may end the affected recurring service before an increase takes effect if it does not accept the increase, subject to payment for services already delivered.

8. Invoicing and payment

Invoices are due 14 calendar days after the invoice date unless the parties agree another lawful period in writing. A client who disputes an invoice must explain the disputed item promptly; the undisputed part remains payable. If payment is late, we may charge the statutory commercial

interest and reasonable collection costs allowed by Dutch law after giving any legally required notice.

After written notice and a reasonable opportunity to cure, we may suspend work or access for a material overdue undisputed amount. We will take reasonable steps to limit disruption and resume after payment. Suspension does not erase amounts already due.

9. Third-party products and open source

A project may rely on hosting, APIs, platforms, fonts, software libraries or other third-party products. Their own terms, prices, availability and licences apply. We will identify material dependencies known to us in the proposal or during delivery. We are responsible for our own integration work, but cannot guarantee uninterrupted third-party services or control changes made by their providers. Open-source components remain subject to their applicable licences.

10. Intellectual property and client data

The client retains ownership of its existing materials, data, trademarks and systems and grants us the limited rights needed to perform the work. We retain ownership of our pre-existing methods, tools, components, know-how, templates and general skills. Each party respects third-party rights.

Unless a signed proposal expressly provides for an assignment, we grant the client, once all relevant invoices are paid, a perpetual, worldwide, non-exclusive licence to use, modify and have others maintain the custom deliverables for its own business purposes. The client may not separately resell our pre-existing components as standalone products. An agreed transfer of copyright takes effect only through a written instrument that identifies the rights transferred and meets the legal requirements. Third-party and open-source rights cannot be transferred by us beyond their licences.

On request and after payment, we will make agreed project source files and documentation available in the format specified in the proposal. We will return or delete client data in our control at the end of the engagement, subject to legal retention duties and agreed backup procedures.

11. Confidentiality

Each party keeps the other's non-public business, technical and personal information confidential and uses it only to perform or receive the services. Access is limited to people who need it and are bound by suitable confidentiality duties. This does not cover information that becomes public without breach, was already lawfully known, is independently developed, or must be disclosed by law. Where lawful, the disclosing party gives advance notice of compelled disclosure.

We will not name the client or publish work as a case study without its prior consent.

12. Personal data and security

Each party complies with applicable data protection law. If we process personal data on the client's documented instructions as a processor, the parties will enter into a separate data processing agreement before that processing starts. The client remains responsible for its controller obligations, including lawful collection and information to data subjects.

We apply appropriate security measures for the agreed services. Specific security, availability, incident response, backup and recovery commitments must be recorded in the proposal or a separate service agreement. No system can be guaranteed completely secure.

13. Hosting, maintenance and support

Hosting, monitoring, updates, backups, support hours, response times and service levels are included only if expressly agreed. Without an agreed service level agreement, we provide reasonable efforts during normal Dutch business hours for paid support requests, without a fixed response or resolution guarantee. The client remains responsible for its own accounts, credentials and backups unless the proposal assigns these tasks to us.

14. Automated tools

We may use development and design automation where appropriate, while remaining responsible for reviewing our work. We will not submit client confidential information or personal data to an external generative AI service unless the client authorises that use or an appropriate agreement and safeguards cover it. The client must review final content and decisions that affect its business or legal obligations.

15. Defects and remedies

For 30 days after acceptance, we will correct at no extra labour charge a reproducible defect that materially causes our deliverable to depart from the agreed specification, provided the client reports it with enough detail. This does not cover changes by others, misuse, unsupported environments or third-party failures, unless caused by our work. If correction is not reasonably possible, the parties will discuss a proportionate price reduction or another suitable remedy. Mandatory legal rights remain unaffected.

16. Cancellation and termination

Either party may terminate for a material breach that remains uncured 30 days after written notice, or immediately where the breach cannot be cured or insolvency law permits. A client may cancel project work for convenience by written notice; it then pays for work performed, approved non-cancellable commitments and reasonable wind-down costs, but not for unperformed work. We will provide a reasonable account of these amounts.

Unless a proposal states a different term, a recurring service continues month to month and either party may end it with one month's written notice. On termination, we will reasonably cooperate with an agreed handover at our then-current rates, settle outstanding fees and handle data under the agreement and applicable law. Clauses that naturally survive, including payment, intellectual property, confidentiality and liability, remain effective.

17. Liability

A party is liable for direct loss caused by its attributable breach, subject to the limits permitted by law. To the extent permitted by law, our total liability for one event or related series of events is limited to the fees paid or payable for the affected services in the 12 months before the event, with a maximum of EUR 100,000. We are not liable for indirect loss such as lost profit, lost opportunity or business interruption, except where mandatory law prevents exclusion.

These limits do not apply to intentional misconduct or deliberate recklessness by our management, or where liability cannot lawfully be limited. The client must notify us of a claim within a reasonable time after discovering it and take reasonable steps to limit loss. Neither party limits the other's statutory rights through this clause beyond what the law allows.

18. Events beyond control

Neither party is responsible for delay caused by circumstances beyond its reasonable control, provided it promptly informs the other party and limits the effect where reasonably possible. Payment for work already delivered remains due. If the event continues for more than 60 days, either party may end the affected work by written notice without liability for future unperformed work.

19. Law, disputes and updates

Dutch law governs the agreement. The parties first try to resolve a dispute through good-faith discussion. If that fails, the competent court in Amsterdam has jurisdiction, unless mandatory law requires another court. The Vienna Convention on the International Sale of Goods does not apply to the extent legally permitted.

We may update these terms for future agreements by publishing a new dated version. Existing agreements remain subject to the version accepted when they were made unless both parties agree otherwise. The Dutch text governs if the language versions differ, unless the parties expressly agree another controlling language. Questions or complaints can be sent to info@extended-developments.com.