Terms & Conditions

SeoLinq

Version: 1.3.0
Effective Date: 05-10-2026
Applicable to: All services provided by SeoLinq, including subscription models.

This English version is a translation of the official Dutch Terms and Conditions (Algemene Voorwaarden), provided for informational purposes only. In the event of any discrepancy, ambiguity, or dispute regarding the interpretation of any provision, the original Dutch text shall prevail and be legally binding.

Article 1 - Definitions

In these Terms and Conditions, the following definitions apply:

- **Client**: The natural or legal person acting in the exercise of a profession or business (B2B) who enters into an agreement with SeoLinq.
- **In Writing**: Understood to include electronic communication, such as email.
- **Subscription**: The agreement whereby the Client periodically utilises the services of SeoLinq in exchange for a fixed monthly fee.
- **Start Date**: The date on which a Subscription takes effect, as stated in the corresponding confirmation email.
- **Subscription Period**: The period of one month, calculated from the Start Date.
- **Invoicing Date**: The date on which invoicing occurs each month, as specified in the confirmation email of the respective subscription.
- **Payment Term**: The period of one week following the Invoicing Date of a SEPA direct debit, within which payment must be fulfilled.
- **Notice Period**: The period of one week prior to the start of the next Invoicing Date, within which cancellations must be submitted.
- **Instance**: The specific software environment (including n8n) managed and made available by SeoLinq for the execution of workflows.
- **Additional work**: any work, services, or deliverables that fall outside the scope or content of the agreed-upon service or package (€90 per hour).

Article 2 - Applicability

1. These Terms and Conditions apply to all offers, quotations, and agreements between SeoLinq and the Client, unless otherwise agreed upon in writing.
2. SeoLinq is entitled to amend these Terms and Conditions. Amendments will be announced in writing at least 30 days in advance. If the Client does not agree with a material amendment, they are entitled to terminate the agreement as of the date the amendment takes effect.
3. As long as new terms have not been communicated to the Client, the service provision remains subject to the last accepted terms and conditions.

Article 3 - Categorisation of Services

1. The provision of the following services falls under the Subscriptions category:
    a. Backlinks & SEO - Starter, Backlinks & SEO - Growth, Backlinks & SEO - Pro, Backlinks & SEO - Enterprise
    b. Basic Hosting, Managed Hosting
    c. Google Ads - Basic, Google Ads - Pro, Meta Ads - Basic, Meta Ads - Pro
    d. On-Page Assistant, Email Manager
2. The provision of the following services falls under the One-Off Services category:
    a. Basic Site, Business Site

Article 4 - Formation of Subscriptions

1. A Subscription is formed as soon as the Client:
    a. Has signed the corresponding quotation/offer,
    b. Has agreed to these Terms and Conditions,
    c. Has agreed to the Privacy Policy, and
    d. Has provided a SEPA direct debit mandate or has otherwise fulfilled the first payment.
2. By entering into the agreement, the Client declares that they are acting in the exercise of a profession or business (B2B).
3. Following the formation of the Subscription, the Client will receive a confirmation containing:
    a. The chosen subscription model and/or services, including the exact Start Date and Subscription Period,
    b. The monthly price and the exact Invoicing Date, and
    c. The core contractual provisions.

Article 5 - Duration and Termination of Subscriptions

1. Each Subscription has a minimum initial term of three (3) months from the Start Date, unless otherwise agreed upon in writing.
2. The Start Date of a Subscription falls on the next fixed onboarding period (the 1st or 15th of the month) following the full receipt and processing of the first payment and confirmation of the SEPA direct debit mandate.
3. Upon expiry of the minimum term, the Subscription is tacitly extended for an indefinite period.
4. After the minimum term, the Subscription can be terminated on a monthly basis, subject to the Notice Period.
5. Notice of termination must be submitted in writing via admin@seolinq.nl.
6. If termination occurs after the Notice Period has expired, the Subscription will automatically continue until the end of the subsequent Subscription Period.
7. Revoking the SEPA direct debit mandate does **not** constitute a valid termination of the Subscription.

Article 6 - Pricing, Invoicing, and Payment of Subscriptions

1. The Client owes the price as stated in the approved quotation or the written confirmation from SeoLinq. All stated prices are exclusive of VAT and any statutory levies.
2. Invoicing of Subscriptions takes place on the fixed Invoicing Date (the 1st or 15th of the month) two (2) weeks prior to the relevant Subscription Period. Payment of Subscriptions occurs, with the exception of the first payment, via the provided SEPA direct debit mandate.
3. The applicable payment term is seven (7) calendar days after the invoice date, unless otherwise agreed upon in writing.
4. If the Client does not pay an invoice within the payment term, or if a SEPA direct debit is reversed or proves impossible to execute, the Client is in default by operation of law, without any further notice of default or reminder being required. From the first day of the default, the Client owes the statutory commercial interest (ex art. 6:119a Dutch Civil Code) on the outstanding amount, increased by 2% contractual interest per month (whereby a part of a month is counted as a whole month).
5. Extrajudicial collection costs and administrative fees:
    a. If a direct debit is reversed or cannot be executed due to the Client's actions (such as insufficient funds or an unjustified reversal), the Client owes € 70.00 in administrative and bank costs per incident.
    b. All extrajudicial and legal costs incurred by SeoLinq to achieve compliance with the Client's obligations shall be borne entirely by the Client. The extrajudicial collection costs are set at a minimum of 15% of the outstanding principal amount, with a minimum of € 150.00 excluding VAT.
6. If the Client is in default regarding any payment obligation (including failure to pay installments or additional work on time), SeoLinq has the right, with immediate effect and without prior notice:
    a. To suspend the execution of its services, including the management of advertising campaigns, hosting, automations (Instances), and linkbuilding;
    b. To block the Client's access to systems, accounts, and applications managed by SeoLinq.
    c. The suspension of services does not affect the Client's payment obligation for current and future subscription periods. SeoLinq is not liable for any damage suffered by the Client as a result of a lawful suspension.
7. If the default continues for longer than fourteen (14) calendar days, SeoLinq is entitled to dissolve the agreement extrajudicially with immediate effect. In that case, all remaining and not yet due invoices, as well as any remaining (spread) startup costs or remaining installments of the minimum term, become immediately and entirely due and payable.
8. The Client is expressly not permitted to set off any claims of their own against SeoLinq against the amounts owed by the Client. The Client is also not entitled to suspend their payment obligation.

Article 7 - Backlinks & SEO

1. This article applies specifically to subscription models within the 'Backlinks & SEO' category (Starter, Growth, Pro, and Enterprise).
2. Each consecutive, higher-tier package within this category includes access to a higher quality and larger pool of backlinks, tailored to the growing online authority of the Client.
3. The specific scope per package is defined as follows:
    a. Starter: Includes keyword strategy, bi-monthly performance reporting, and an on-page SEO audit. This audit exclusively identifies optimisation opportunities; the actual implementation of these optimisations is explicitly excluded from this package.
    b. Growth: Includes keyword strategy, bi-monthly performance reporting, and the actual execution of on-page SEO optimisations.
    c. Pro: Includes keyword strategy, monthly performance reporting, on-page SEO optimisations, and a competitor analysis (comparison of keywords and metrics for up to 3 competitors).
    d. Enterprise: Includes keyword strategy, monthly performance reporting, on-page SEO optimisations, competitor analysis (comparison of keywords and metrics for up to 5 competitors), and KPIs established in direct consultation with the Client.
4. Any work or services falling outside the agreed-upon scope shall be considered Additional Work and will be billed at the standard hourly rate, unless agreed otherwise in writing.
5. SeoLinq provides an obligation of means (best-effort obligation) regarding SEO and link-building services. Results are dependent on external factors and search engine algorithms; SeoLinq never guarantees specific positions in search results.

Article 8 - Web Hosting

1. This article applies specifically to the hosting services 'Basic Hosting' and 'Managed Hosting'.
2. Basic Hosting includes the provision of server space, the installation and maintenance of an SSL certificate, the periodic execution of necessary security updates, and a best-effort obligation to ensure website uptime. Any work or services falling outside the agreed-upon scope shall be considered Additional Work and will be billed at the standard hourly rate of €80.00, unless agreed otherwise in writing.
3. Managed Hosting includes all services of Basic Hosting, supplemented by priority support handling and an included time allocation for content modifications up to a maximum of thirty (30) minutes per calendar month. Unused minutes cannot be carried over to the following month.

Article 9 - Advertisements (SEA & Social Ads)

1. This article applies specifically to advertising services (Google Ads and Meta Ads).
2. The packages Google Ads - Basic and Meta Ads - Basic include the management, monitoring, and optimisation of up to two (2) active ad campaigns.
3. The packages Google Ads - Pro and Meta Ads - Pro include the management, monitoring, and optimisation of up to five (5) active ad campaigns. These packages additionally include deeper performance analyses and advanced optimisation techniques, such as A/B testing.

4. The actual advertising budget (the media spend paid directly to Google or Meta) is explicitly not included in the subscription prices of SeoLinq. The Client must pay these costs directly to the respective advertising platform using their own payment methods.

Article 10 - Automation

1. SeoLinq manages a specific software environment (the "Instance") for the Client to execute workflow automations. SeoLinq exerts its best efforts to ensure the performance, security, and uptime of this Instance, but remains at all times dependent on the availability and operation of the underlying software (n8n) and connected third-party APIs.
2. SeoLinq acts exclusively as a Managed Service Provider (MSP). The agreed periodic fees relate to consultancy, configuration, management, monitoring, and maintenance, and explicitly not to the licensing or (re)sale of third-party software licenses.
3. The monthly subscription includes API usage (in tokens or requests) up to a maximum cost equivalent to 5% of the applicable base monthly price of the respective subscription. If this limit is exceeded, SeoLinq reserves the right to:
    a. Optimise the workflow into a more cost-efficient model in consultation with the Client; or
    b. Pass the actual excess of incurred API costs on to the Client, whereby the total excess amount per billing period will be rounded up to the nearest whole euro (€1.00).
4. For each Automation Subscription, one-off setup costs apply (€800.00 exclusive of VAT for the On-Page Assistant and €1,200.00 exclusive of VAT for the Email Manager). A portion of 25% of these costs must be paid immediately upon the actual deployment/delivery of the automation. The remaining amount (75%) can, if not paid directly upon delivery, be spread by SeoLinq over the subsequent 6 to 12 monthly installments.
5. If the remaining setup costs have been spread out and the Client terminates the agreement prior to the end of the agreed minimum term, or if the agreement is dissolved prematurely due to non-payment, the full remaining outstanding balance of the setup costs becomes immediately and fully due and payable upon the final settlement, increased by the applicable interest and collection costs in accordance with Article 6.

Article 11 - Formation of One-Off Services

1. An agreement for One-Off Services is formed as soon as the Client accepts the quotation from SeoLinq in writing.
2. By entering into the agreement, the Client declares that they are acting in the exercise of a profession or business (B2B).
3. The scope of work is detailed in advance within the quotation.
4. Any work or services falling outside the agreed-upon scope shall be considered Additional Work and will be billed at the standard hourly rate, unless agreed otherwise in writing.
5. The actual transfer or go-live of a website/automation developed by SeoLinq will take place exclusively after the full amount due (both the down payment and final settlement) has been received by SeoLinq. As long as payment remains outstanding, SeoLinq reserves the right of retention on the delivered files and intellectual property.

Article 12 - Web Design

1. This article applies specifically to the One-Off Services 'Basic Site' and 'Business Site'.
2. The Basic Site service includes the creation and delivery of a maximum of 5 webpages with a functional amount of elements/content in accordance with the specifications in the quotation. SEO performance or conversion results of the delivered page are not guaranteed. Supplemental SEO optimisations can be requested as an additional service. A maximum of five (5) revision rounds are included within this project.
3. The Business Site service includes the creation and delivery of a multi-page website, featuring up to six (6) unique page designs (templates) and a maximum of fifteen (15) filled webpages in total. This website is delivered including foundational on-page SEO optimisation. Advanced technical or strategic SEO optimisations fall outside this scope and can be contracted as an additional service. A maximum of eight (8) revision rounds are included within this project.
4. A 'revision round' is defined as: the collective submission of textual or visual feedback by the Client based on the concept presented by SeoLinq, which is subsequently processed within the boundaries of the original assignment. Feedback that falls outside the original project description will be qualified as Additional work in accordance with Article 11.4.
5. For each additional webpage created and delivered, €100.00 will be charged, unless otherwise agreed upon in writing.
6. A fixed payment structure consisting of two installments applies to the One-Off Services mentioned in this article:
    a. **Down Payment (50%)**: Fifty percent (50%) of the total quoted price must be paid prior to the commencement of work. SeoLinq is not required to start executing the work until this initial payment has been received in full.
    b. **Final Settlement (50%)**: The remaining fifty percent (50%) of the quoted price (plus any agreed-upon additional work) must be settled within the specified payment term following the actual delivery/handover of the website.

Article 13 - Intellectual Property

1. All reports, analyses, workflow configurations, and other materials (both physical and digital) created by SeoLinq remain the intellectual property of SeoLinq.
2. The Client obtains a non-exclusive right of use for these works for the duration of the agreement. Upon termination of the agreement, the right to use the ad campaigns, automation Instances, backlink packages, and web hosting environments managed by SeoLinq expires immediately.
3. When a website is delivered by SeoLinq, the intellectual property of this website remains vested in SeoLinq for a period of two (2) years from delivery. In the event of early termination of the web hosting agreement within this period, the intellectual property of the website can be transferred to the Client against payment of 100% of the original setup/delivery costs.
4. The Client obtains a right of use exclusively for their own internal business purposes.

Article 14 - Materials and Confidentiality

1. All business-related materials, information, notes, and correspondence provided by the Client remain the property of the Client and will be returned to the Client upon request or upon termination of the agreement.
2. Both parties commit to treating all confidential information obtained during the collaboration with strict confidentiality and shall not disclose it to third parties without the prior written consent of the other party.

Article 15 - Liability and Force Majeure

1. SeoLinq is not liable for indirect damages, consequential damages, lost savings, or lost profits of the Client.
2. The total liability of SeoLinq is at all times capped at a maximum of the amount paid by the Client in subscription fees (or project fees) during the three (3) months preceding the damage-causing incident.
3. In the event of force majeure (including, but not limited to, outages at third-party cloud/service providers, illness of key personnel, or large-scale server failures), SeoLinq is not required to fulfill its obligations as long as the force majeure situation persists.
4. Suspension or termination of the agreement due to force majeure does not entitle the Client to any form of compensation or damages.

Article 16 - Privacy and Data Processing

SeoLinq processes personal data exclusively in accordance with applicable privacy legislation (GDPR / AVG). A separate Privacy Policy is available on seolinq.nl.

Article 17 - Governing Law and Jurisdiction

1. All services, quotations, and agreements between SeoLinq and the Client are exclusively governed by Dutch law.
2. Disputes shall preferably be resolved amicably. If an amicable solution proves impossible, disputes shall be submitted exclusively to the competent judge at the District Court of Midden-Nederland (Rechtbank Midden-Nederland).