



Terms and Conditions

SURF AGENCY

Surf the AI Wave

Last updated: November 17th 2025

1. Definitions In these general terms and conditions, the following terms shall have the following meanings:

- **Surf Agency:** the user of these terms and conditions, having its registered office in Krimpen aan den IJssel, registered with the Dutch Chamber of Commerce under number 97239402.
- **Client:** the natural or legal person who enters into an agreement with Surf Agency or to whom a quotation is addressed.
- **Services:** all services offered or to be provided by Surf Agency, such as AI workshops, consultancy, and the development or implementation of AI automations.
- **Agreement:** the agreement between Surf Agency and the Client concerning the provision of Services.
- **In Writing:** also by email or other digital communication, provided the sender's identity can be reasonably established.

2. Applicability

These general terms and conditions apply to all offers, quotations, legal relationships, and agreements of Surf Agency. Deviations shall only apply if agreed in writing. The applicability of the Client's general (purchasing) terms is expressly rejected. Any deviating

(purchasing) terms of the Client shall only apply if expressly accepted in writing by Surf Agency.

3. Formation and Performance of the Agreement

An agreement is concluded by written acceptance of a quotation or order confirmation. Surf Agency shall make reasonable efforts to perform the agreement to the best of its knowledge and ability. Stated timeframes are indicative unless expressly agreed otherwise in writing.

4. Quotations and Prices

Quotations are without obligation and valid for 30 days, unless stated otherwise. Prices are exclusive of VAT and other levies. Surf Agency is entitled to adjust prices in the event of changes in cost factors, with notice to the Client.

5. Payment

Invoices must be paid within 14 days of the invoice date. In the event of late payment, the Client shall be in default without further notice and shall owe statutory (commercial) interest. All judicial and extrajudicial collection costs shall be borne by the Client. If payment remains outstanding, Surf Agency shall be entitled to suspend its services until full payment has been made.

Surf Agency reserves the right, prior to or during performance of the agreement, to require an advance or interim payment. The amount and timing of such payment(s) shall be determined by Surf Agency and communicated to the Client in advance. Services shall only commence or continue after receipt of the relevant payment(s).

6. Intellectual Property

All intellectual property rights to materials, models, software, and content developed by Surf Agency shall remain vested in Surf Agency, unless expressly agreed otherwise in writing. Upon full payment, the Client shall obtain a non-exclusive, non-transferable license for internal use.

7. Liability

7.1 Surf Agency shall only be liable for damages directly resulting from an attributable failure in the performance of the agreement, and only if caused by intent or deliberate recklessness of Surf Agency.

7.2 Any liability of Surf Agency shall be limited to the amount paid out in the relevant case under its liability insurance, plus the applicable deductible. If no insurance payout is made, liability shall be limited to the invoice amount of the relevant assignment.

7.3 Surf Agency shall not be liable for:

- indirect damages, consequential damages, lost profit, or lost revenue;
- damages arising from decisions made based on AI-generated results without human review;
- errors or delays caused in whole or in part by incorrect or incomplete information provided by the Client;
- damages resulting from force majeure as referred to in Article 11.

7.4 If and insofar as Surf Agency is nonetheless held liable for damages arising in or during the performance of its work, it shall make reasonable efforts to mitigate or remedy such damages, insofar as within its capabilities.

7.5 Liability for damages shall lapse if the Client fails to submit a substantiated written claim within one year of the occurrence of the damages.

8. Information Security and Data

8.1 Surf Agency shall take appropriate technical and organizational measures to protect the Client's (confidential) data against loss, unauthorized access, or unlawful use, in line with the state of the art and applicable laws and regulations.

8.2 Surf Agency does not guarantee absolute security and shall not be liable for damages resulting from security breaches despite such measures, unless caused by intent or deliberate recklessness.

8.3 If Surf Agency gains access to the Client's systems or (cloud) environments in the performance of the agreement, the Client guarantees that all necessary security measures have been taken. Surf Agency is not responsible for securing the Client's external systems.

8.4 In the event of a data breach or security incident, Surf Agency shall inform the Client as soon as possible, describing the nature of the incident, the data affected, and any measures taken.

8.5 The Parties shall not exchange sensitive personal data, unless expressly agreed.

8.6 Insofar as Surf Agency, in the performance of the agreement, acts as a processor within the meaning of the General Data Protection Regulation (GDPR), the Data Processing Agreement, included as Annex A to these general terms and conditions, shall apply. This annex forms an integral part of the agreement between the parties. In the event of any inconsistencies, the Data Processing Agreement shall prevail over these general terms and conditions insofar as the processing of personal data is concerned.

9. Cancellation and Termination

Cancellation of workshops within 14 days prior to commencement shall result in 50% invoicing, within 7 days in 75%, and after commencement in 100%. For ongoing services, a notice period of 1 month applies, unless agreed otherwise in writing. Costs already incurred shall always be charged, regardless of the cancellation date.

10. Obligations of the Client

The Client must provide all necessary data and cooperation in a timely manner. Surf Agency shall not be liable for damages or delays resulting from incorrect or incomplete input. The Client shall not use the Services for unlawful, fraudulent, or misleading purposes.

11. Force Majeure

Surf Agency shall not be obliged to fulfill obligations in the event of force majeure, including but not limited to: illness, government measures, failures in third-party networks or platforms, and technical outages.

12. Confidentiality and Privacy

Both Parties are obliged to maintain confidentiality regarding confidential information. Surf Agency shall process personal data in accordance with the GDPR and shall take appropriate technical and organizational security measures.

13. Complaints

Complaints regarding the Services must be submitted in writing within 14 days after discovery. If the complaint is valid, Surf Agency shall address it within a reasonable period. Filing a complaint shall not suspend the payment obligation.

14. Amendments to the Terms

Surf Agency reserves the right to unilaterally amend these terms and conditions. Amendments shall be communicated in writing at least 14 days prior to their effective date. If objected to within this period, the old version shall remain applicable to ongoing agreements.

15. Limitations of AI Services

The Client acknowledges that AI services operate on a probabilistic basis. Surf Agency does not guarantee error-free output and shall not be liable for decisions made on the basis of AI results without human review. Surf Agency does not provide legal, medical, or other regulated advice through AI models.

16. Additional Work

If during performance of the agreement it appears that additional work is necessary for proper execution, Surf Agency shall inform the Client. Additional work shall be invoiced separately at the prevailing rates, unless agreed otherwise in writing. If immediate action is necessary to prevent damages, Surf Agency may perform additional work without prior written approval.

17. Post-Termination Obligations

After termination of the agreement, Surf Agency shall not automatically be obliged to provide maintenance, updates, or support, unless agreed in writing. Any post-termination services shall be based on a separate agreement.

18. Disputes and Governing Law

These terms and conditions are exclusively governed by Dutch law. Disputes shall, after an attempt at amicable settlement or mediation, be submitted to the competent court in the district where Surf Agency has its statutory seat.

[Annex A - Data Processing Agreement](#)