LEGAL

General terms and conditions

Clear agreements for every migration, app and partnership. Syncer® is a trade name of Someone You Know B.V.

Someone You Know B.V.	Syncer®	4 November 2026	1.0.3
KvK 86560794	Trade name	Last updated	Version

These general terms and conditions apply to all quotes, offers, work and agreements of Someone You Know B.V. / Syncer®. By accepting a quote, entering into an agreement, creating an account or using a service, you agree to these general terms and conditions.

> This is an English translation for your convenience. The Dutch version is legally binding. If the versions differ, the Dutch text prevails.

14 days
payment term

30 days
for invoices above €25,000

6 or 24
months minimum term Syncer Proof®, without or with migration

12, 24 or 36
instalments for migrations

COMPANY DETAILS

Registered name	Someone You Know B.V.
Trade name	Syncer® (Syncer® is a trade name of Someone You Know B.V.)
Chamber of Commerce	86560794
Registered address	Stadhuisplein 10, 5611 EM Eindhoven, the Netherlands
Second address	Minderbroedersrui 66, 2000 Antwerp, Belgium
Website	www.syncer.io
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01

ARTICLE 1

Definitions

In these general terms and conditions, the following terms have the following meaning:

1.1 Someone You Know B.V. / Syncer®: Someone You Know B.V., also trading under the trade name Syncer®, and all services and products it provides, including under the trade names LiveSync, SYKgroup and Someone You Know SaaS.

1.2 Syncer®: the trade name under which Someone You Know B.V. offers services, including apps, live sync, migrations and service contracts. Syncer® is a trade name of Someone You Know B.V.

1.3 Client: the business customer (a legal entity or a party acting in the course of a profession or business) that accepts a quote or purchases services from Someone You Know B.V. / Syncer®.

1.4 Agreement: every agreement between the client and Someone You Know B.V. / Syncer®, including the (online) acceptance of a quote, taking out a subscription, purchasing a theme or creating or using an account.

1.5 Quote: every offer or price quotation from Someone You Know B.V. / Syncer®, in whatever form, including online offers.

1.6 Services: all services and products provided by Someone You Know B.V. / Syncer®, including in any case: apps, themes, Syncer® live sync, migration services, Syncer Proof® and service contracts.

1.7 App: a (Shopify) app or plugin offered by Someone You Know B.V. / Syncer® that the client purchases and uses (monthly), including any components that support the operation of the webshop or integrations.

1.8 Theme: a theme offered by Someone You Know B.V. / Syncer® that the client purchases and uses (usually as a one off purchase).

1.9 Syncer® (live sync): the service that continuously or periodically synchronises data between systems and/or third party platforms, in accordance with the agreement.

1.10 Migration services (migration): a (project based) service for transferring, transforming and/or setting up data, content, configurations and settings from an old system to a new system, including preparation, mapping, testing and support around go live, insofar as agreed.

1.11 Service contract: a separate agreement (subscription or fixed term) for support, management, monitoring, response times and/or additional services relating to apps, live sync and/or migrations.

1.12 Service level or SLA: the service levels (such as response times, availability, monitoring) that apply only if explicitly laid down in a service contract and/or SLA document.

1.13 Account: the combination of login(s), authorisations and technical connections through which the client gains access to an app or live sync and/or related services.

1.14 Third party platform(s): third party systems (such as Shopify and other software suppliers) to which services of Someone You Know B.V. / Syncer® connect and whose operation, availability and APIs are partly decisive.

1.15 Instalment payment: a payment arrangement for a fixed total price (usually for a migration), under which the client pays in 12, 24 or 36 instalments and the total price always remains due in full.

1.16 Syncer Proof®: the subscription under which Someone You Know B.V. / Syncer® provides, for a fixed monthly fee, the migration, the build of the Shopify webshop, SEO Guard®, access to the Syncer® app and ongoing work on visibility in search engines and AI search engines, with or without a migration, as further described in article 11 and the quote.

02 ARTICLE 2
Applicability and order of precedence

2.1 These general terms and conditions apply to all quotes, agreements and services of Someone You Know B.V. / Syncer®.

2.2 The client's own terms (such as purchasing conditions) are expressly excluded, even if they state that they apply, unless Someone You Know B.V. / Syncer® expressly accepts them in writing.

2.3 In the event of a conflict, the following order of precedence applies (higher prevails over lower):

a. The quote and/or statement of work (including scope, planning and prices);
b. The service contract and/or SLA (only for the matters governed therein);
c. Any annexes (such as a data processing agreement or project plan);
d. These general terms and conditions.

2.4 These general terms and conditions apply exclusively to business customers. The client declares that it purchases services in the course of a profession or business. Sales to consumers are excluded.

03 ARTICLE 3
Formation of the agreement

3.1 An agreement is formed by accepting a quote, placing an (online) order, taking out a subscription, buying a theme, or by using a service (including creating an account).

3.2 Quotes are without obligation unless expressly stated otherwise. If no period of validity is stated, a quote expires after 30 days.

3.3 Obvious mistakes or typing errors in quotes, prices or texts do not bind Someone You Know B.V. / Syncer®.

04 ARTICLE 4
Performance of the services

4.1 Someone You Know B.V. / Syncer® performs its services on the basis of a best efforts obligation, unless an obligation to achieve a specific result has been explicitly agreed in writing.

4.2 Stated (delivery) dates and deadlines are indicative, unless expressly agreed in writing as a strict deadline.

4.3 Someone You Know B.V. / Syncer® may carry out work in phases and invoice (partially) per phase where this suits the assignment.

4.4 Someone You Know B.V. / Syncer® may engage third parties for (parts of) the performance.

4.5 Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code are excluded to the extent permitted.

05 ARTICLE 5

Obligations of the client (information, access, data)

5.1 The client provides, in good time, all information, access, accounts, rights, API keys, files, data, decisions and cooperation reasonably required for the performance.

5.2 The client guarantees the accuracy, completeness and timeliness of the data, content, product data, customer data, settings and requirements it provides (also when these are provided through third parties).

5.3 If the client fails to provide information, provides it late or incorrectly, or fails to state requirements relevant to the result:

a. Someone You Know B.V. / Syncer® may adjust the planning and/or prices and/or suspend the work; and

b. The resulting costs, delays and consequences are for the account and risk of the client.

5.4 If, after (phase) delivery, it turns out that something was missed or went wrong because the client did not mention or provide something, or because Someone You Know B.V. / Syncer® could not reasonably have known it, the costs of repair and the consequences are for the client. In that case, Someone You Know B.V. / Syncer® will of course think along reasonably and resolve the matter where possible. Repair may (partly) be additional work at the applicable rates, unless agreed otherwise in writing.

5.5 The client remains responsible for backups and restore points of its own systems and data, unless agreed otherwise in writing.

06 ARTICLE 6

Apps and themes (licence, use and responsibility)

6.1 To use an app or live sync, the client needs a valid licence or subscription.

6.2 Themes are in principle supplied once with a perpetual right of use, unless the quote provides otherwise.

6.3 The client is itself responsible for installation, configuration, user management and keeping accounts and access credentials secure.

6.4 The client may not analyse, reverse engineer, decompile or disassemble the app, theme or parts thereof, or otherwise attempt to discover its source code, structure or operation, or have this done, unless permitted under mandatory law.

6.5 Someone You Know B.V. / Syncer® may apply reasonable usage limits (such as rate limits) to manage stability, security and costs, in particular where third party platforms require this.

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ARTICLE 7

Syncer® live sync

7.1 Live sync is provided as an online service and partly depends on third party platforms, their availability, APIs, limits and changes.

7.2 Someone You Know B.V. / Syncer® is not responsible for outages, limitations or changes at third party platforms that affect live sync, unless agreed otherwise in writing.

7.3 The client remains responsible for source data, mapping choices, configuration and the consequences of synchronisation for its own processes and systems.

7.4 Any service levels (availability, response times, monitoring) apply only if explicitly laid down in a service contract or SLA.

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ARTICLE 8

Migration services (delivery, acceptance, additional work)

8.1 Migrations are project based. Scope, planning, deliverables and price are set out in the quote and/or the project plan.

8.2 **Acceptance**

a. If no separate acceptance procedure has been agreed, the client must report any material defects in writing within 10 working days after delivery; otherwise the (phase) is deemed accepted.

b. Minor or non material issues do not prevent acceptance and are handled in consultation.

8.3 **Dependencies**

Delays or issues caused by third party platforms, changed APIs, rate limits, missing access or incomplete data are at the client's risk and may lead to additional time and/or costs.

8.4 **Incorrect or incomplete data and unreported requirements**

If, after delivery, the migration turns out to be incomplete or incorrect due to (i) incorrect or incomplete input, (ii) unreported exceptions, (iii) missing business rules, or (iv) other matters that Someone You Know B.V. / Syncer® could not reasonably have known or discovered, the costs and consequences are for the account of the client. Repairs or additions are carried out as additional work at the applicable rates, unless agreed otherwise in writing.

8.5 **Additional work**

Work outside the scope (change requests) is only carried out after the client's approval (in writing or by email) and may be invoiced separately.

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ARTICLE 9

Relationship between the migration and the Syncer® app (Shopify)

9.1 As part of (or after) a migration, the client purchases the Syncer® app (Shopify) at a monthly fee. This app may contain components that help ensure the correct operation of the new webshop, integrations or processes.

9.2 If the client deactivates or removes this app or ends the subscription, Someone You Know B.V. / Syncer® can no longer guarantee the operation of the webshop, integrations and/or the migration result, insofar as these depend on the app or its components.

9.3 The consequences of ending or removing the app (such as incorrect data, failure of processes, additional repair work) are for the account and risk of the client. Any support or repair afterwards may be carried out as additional work at the applicable rates.

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ARTICLE 10

Service contracts and service levels

10.1 The client may enter into a service contract for support, management, monitoring and/or additional services.

10.2 Content, term, rates, renewal, termination and service levels are set out in the service contract and/or SLA. In the event of a conflict, the service contract or SLA prevails over these general terms and conditions for the matters governed therein.

11 ARTICLE 11

Syncer Proof®

11.1 Scope

Syncer Proof® is a subscription under which Someone You Know B.V. / Syncer® provides the following services for a fixed monthly fee, unless the quote provides otherwise:

a. For Syncer Proof® including migration: the migration of the existing webshop to Shopify (Syncer Migration), at no separate charge;

b. For Syncer Proof® including migration: the build and set up of the new Shopify webshop (Syncer Store Build);

c. SEO Guard®: mapping existing URLs, setting up and checking redirects and monitoring important rankings before, during and after go live;

d. Access to the Syncer® app for the duration of the subscription;

e. Ongoing work aimed at the visibility of the webshop in search engines and AI search engines (SEO and GEO), with an indicative effort of 40 hours per month on average.

Syncer Proof® can be purchased including migration or without migration, for example when the webshop already runs on Shopify. Without migration, the components under a and b fall outside Syncer Proof®. The quote states which option has been agreed.

11.2 Fee

The fee for Syncer Proof® is €800 per month, excluding VAT, for as long as the demonstrable additional revenue resulting from the work within Syncer Proof® is less than €100,000 on an annual basis. Once it has been demonstrated that this additional revenue amounts to €100,000 or more on an annual basis, the parties will consult on increasing the fee to €1,600 per month, excluding VAT. The increased fee applies from the first calendar month after the parties have reached agreement. A different amount agreed in the quote prevails.

11.3 Determining the additional revenue

The additional revenue is determined by comparing the revenue from organic search traffic and traffic from AI search engines with the baseline measured at the start of Syncer Proof®, measured over twelve consecutive months, based on the data in Shopify, Google Search Console and analytics. Syncer reports on this to the client periodically and substantiates the calculation on request.

11.4 Enterprise and work outside the scope

The fixed monthly fee for Syncer Proof® covers one webshop (also if it is multilingual) within the scope of article 11.1. Enterprise engagements and projects outside that scope are not covered by the monthly fee, even if the quote describes Syncer Proof® as an all inclusive package. These include in any case: multiple webshops or storefronts, international set ups with multiple markets (Shopify Markets), merging webshops, custom apps, integrations and development, and any other work not listed in article 11.1.

Enterprise engagements are always priced on request. Work outside the scope is only carried out on the basis of a separate quote or after the client's written approval, and is invoiced separately. Article 8.5 applies accordingly.

11.5 Minimum term

Syncer Proof® including migration is entered into for a minimum term of 24 months. Syncer Proof® without migration is entered into for a minimum term of 6 months. The minimum term starts on the start date stated in the quote or, if no start date is stated, on the day the agreement is formed. During the minimum term, the client cannot terminate the subscription early.

11.6 Renewal and termination

After the minimum term, or the prepaid period, has ended, the subscription continues for an indefinite period. The client may then terminate the subscription in writing with one calendar month's notice, effective at the end of a calendar month. Termination as of the end of the minimum term is possible with the same notice period.

11.7 Payment

The client pays the fee monthly or yearly in advance. With yearly payment, twelve times the monthly fee is invoiced in advance each year.

11.8 Prepayment discount

The client may choose to prepay a full term in one payment. In that case:

a. Prepayment of 24 months: 10% discount, i.e. €720 per month and €17,280 in total, excluding VAT;
b. Prepayment of 36 months: 20% discount, i.e. €640 per month and €23,040 in total, excluding VAT.

The minimum term is then equal to the prepaid period. The discount only applies if the full amount is paid within the payment term. In the event of late payment, the discount lapses and the monthly fee is due. Prepaid amounts are not refunded, not even in the event of early termination.

11.9 Due in full

The client remains liable for the fee for the entire minimum term, even if the client ends the cooperation early, makes less use of the services, removes the Syncer® app or (temporarily) fails to cooperate. For Syncer Proof® including migration, the migration and the store build are provided at no separate charge precisely because of the minimum term of 24 months. Articles 14.3 and 14.5 apply accordingly.

11.10 **No guarantee of results**

The work within Syncer Proof® is a best efforts obligation. Positions, traffic, mentions in AI search engines and revenue depend on factors beyond the control of Someone You Know B.V. / Syncer®, such as the algorithms and policies of search engines and third party platforms, competition and the client's choices. Someone You Know B.V. / Syncer® therefore does not guarantee any specific rankings, visitor numbers, revenue or other results. Figures, cases and forecasts shown are indicative.

11.11 **Cooperation**

During the term, the client gives Someone You Know B.V. / Syncer® access to the Shopify environment, Google Search Console, analytics and other systems required for the work, and keeps the Syncer® app installed. Articles 5 and 9 apply.

11.12 **Fee during the term**

Subject to article 11.2, the monthly fee remains the same during the minimum term. During a prepaid period, the prepaid amount remains unchanged; an increase under article 11.2 then only takes effect after that period has ended. After that, Someone You Know B.V. / Syncer® may also adjust the monthly fee under articles 12.3 and 12.4.

11.13 **After the term**

After Syncer Proof® ends, the client keeps the webshop that was built and its own data. Article 6.2 applies to themes, article 9 to the Syncer® app and article 15 to intellectual property.

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12 ARTICLE 12

Rates and indexation

12.1 All amounts are in euros and exclusive of VAT and other levies, unless stated otherwise.

12.2 **Instalment payment for migrations**

If stated in the quote, the client may choose 12, 24 or 36 instalments at the full price (no discount).

12.3 Someone You Know B.V. / Syncer® may change its rates. If this affects a running subscription or service contract, Someone You Know B.V. / Syncer® will communicate this in advance. Any termination rights follow from the relevant subscription or service contract, except in the case of instalment payment (see article 14).

12.4 Annual indexation may be applied on the basis of the CPI (Statistics Netherlands, CBS) or a comparable index, unless the agreement states otherwise.

13 ARTICLE 13

Invoicing and payment

13.1 Invoices are sent digitally, unless agreed otherwise.

13.2 The payment term is 14 days from the invoice date. For invoices above €25,000 excluding VAT, a payment term of 30 days from the invoice date applies. This applies unless agreed otherwise in writing.

13.3 An objection to an invoice does not suspend the payment obligation.

13.4 In the event of late payment, the client is in default by operation of law. Someone You Know B.V. / Syncer® may then:

a. Suspend access to the services; and/or
b. Charge (extrajudicial) collection costs and statutory commercial interest; and/or
c. Request security or require advance payment for follow up work.

14 ARTICLE 14

Instalment payment for migrations (not cancellable, 100% due)

14.1 If the parties agree on instalment payment, this is a deferred payment arrangement for a fixed total price for migration services, and not a monthly cancellable subscription.

14.2 Instalment payment cannot be cancelled or terminated early by the client. The client remains liable for 100% of the total agreed price, even if:

a. The client ends the cooperation; or
b. The client makes less use of the services; or
c. The client cancels an app subscription; or
d. The client (temporarily) stops providing input or stalls delivery.

14.3 If the client fails to pay one instalment on time, Someone You Know B.V. / Syncer® may:

a. Suspend work and/or access; and
b. Declare the entire remaining amount (all outstanding instalments) immediately due and payable.

14.4 The client may always repay early. Early repayment does not entitle the client to a discount, unless agreed otherwise in writing.

14.5 Set off, suspension or withholding by the client is not permitted.

15 ARTICLE 15

Intellectual property

15.1 All intellectual property rights in the apps, themes, documentation, templates, configurations, integrations and methods supplied by Someone You Know B.V. / Syncer® vest in Someone You Know B.V. / Syncer® or its licensors.

15.2 The client only receives a limited, non exclusive and non transferable right of use for the duration and purpose of the agreement.

15.3 The client's data remains the client's. The client grants Someone You Know B.V. / Syncer® a limited right to process this data for the performance of the agreement and (anonymised or aggregated where appropriate) to improve the quality of its services.

16 ARTICLE 16

Confidentiality

16.1 The parties keep confidential information secret and use it only for the performance of the agreement.

16.2 Confidentiality does not apply to information that has become public without a breach, or that must be disclosed by law or by a binding order.

17 ARTICLE 17

Liability

17.1 The liability of Someone You Know B.V. / Syncer® is limited to direct damage.

17.2 Direct damage means exclusively:

a. Reasonable costs of establishing the cause and extent of the damage (insofar as relating to direct damage);
b. Reasonable costs of preventing or limiting damage (insofar as demonstrably effective);
c. Reasonable costs of still obtaining correct performance (insofar as attributable and reasonable).

17.3 Someone You Know B.V. / Syncer® is not liable for indirect damage, including: consequential damage, lost profits, lost revenue, loss of data, reputational damage, lost savings or business interruption.

17.4 If Someone You Know B.V. / Syncer® is nevertheless liable, its liability is limited to no more than the amount the client paid under the agreement in the 3 months preceding the event that caused the damage, with an absolute maximum of the total amount the client paid for the relevant agreement (excluding VAT).

17.5 Limitations of liability lapse only in the event of intent or deliberate recklessness on the part of the management of Someone You Know B.V. / Syncer®.

17.6 Every claim for damages lapses no later than 12 months after the event that caused the damage.

17.7 **Specifically emphasised (data and requirements)**

Someone You Know B.V. / Syncer® is not liable for damage or costs arising from incorrect or incomplete input, unreported requirements, choices made by the client, or circumstances that Someone You Know B.V. / Syncer® could not reasonably have known. See also articles 5 and 8.

18 ARTICLE 18
Force majeure

18.1 Force majeure means any circumstance beyond the reasonable control of the parties that makes (temporary) performance impossible, including outages at third party platforms, internet or data centre outages, DDoS attacks, pandemics, fire, government measures, strikes and long term illness.

18.2 In the event of force majeure, obligations are suspended for as long as the force majeure continues. If force majeure lasts longer than 90 days, the parties may terminate the agreement in writing without compensation, while payment obligations for performance already delivered remain.

19 ARTICLE 19
Termination and its consequences

19.1 Subscriptions (such as an app or live sync) are terminated in accordance with the term stated in the quote, the subscription or the service contract.

19.2 **Migrations (projects) and instalment payments**

Project work already carried out remains payable. With instalment payment, 100% always remains due (article 14).

19.3 **Syncer Proof®**

Syncer Proof® cannot be terminated early. Article 11 governs its term, termination and the amounts due.

19.4 **Termination by Someone You Know B.V. / Syncer®**

Someone You Know B.V. / Syncer® may suspend or terminate (in whole or in part) if the client:

a. Structurally fails to perform; or
b. Goes bankrupt, applies for a suspension of payments, or ceases its business activities; or
c. Repeatedly pays late.

19.5 Upon termination, Someone You Know B.V. / Syncer® may end access to the services and delete data within reasonable periods and in line with legal obligations, unless agreed otherwise (for example in a data processing agreement).

20 ARTICLE 20
Complaints

20.1 The client reports complaints as soon as possible, and no later than 7 calendar days after the client could reasonably have discovered the problem.

20.2 Complaints can be sent by email to support@syncer.nl with the subject “Complaint”.

20.3 The parties first try to reach a solution through consultation.

21 ARTICLE 21
Final provisions

21.1 These general terms and conditions and all agreements are governed by Dutch law.

21.2 Disputes are submitted exclusively to the competent court in the district where Someone You Know B.V. / Syncer® has its registered office, unless mandatory law provides otherwise.

21.3 If a provision turns out to be null and void or voidable, the other provisions remain valid. The parties will replace the invalid provision with a valid provision that comes as close as possible to its purpose.

21.4 Someone You Know B.V. / Syncer® may transfer rights and obligations under the agreement to a group company or to a successor of (part of) the business.

21.5 **Version of these terms**

An agreement is governed by the version of these general terms and conditions stated in the quote or SOW (version number and date) or, if no version is stated, the version in force when the agreement was formed. That version continues to apply for the entire term of the agreement. Someone You Know B.V. / Syncer® cannot unilaterally amend these terms for running agreements; a later version only applies if the client agrees to it in writing. Every version remains available as a PDF on syncer.io.

Drawn up in Eindhoven, 4 November 2026. Version 1.0.3.