

aknakos: General terms for the Monthly plan

Version 1.1, 28 October 2026

1. Who we are

- 1.1 These terms are set by Leonardo Christino, trading as aknakos, a sole proprietorship (eenmanszaak) registered in the Netherlands ("aknakos"):
- Address: Engelbrechtstraat 29, 6006 ZS Weert, the Netherlands
 - Chamber of Commerce (KvK): 89650166
 - VAT (btw): NL004750027B58
 - Email: contact@aknakos.com
- 1.2 "The Client" is the business that accepts a Proposal from aknakos.

2. Scope

- 2.1 These terms apply to every Proposal from aknakos and to every Monthly plan agreed on the basis of one.
- 2.2 aknakos works for businesses only, including zzp'ers and eenmanszaken buying for their business. It does not contract with private persons buying for personal use. By accepting a Proposal the Client confirms that it acts for its business, and gives its Chamber of Commerce number (or the equivalent in its own country).
- 2.3 The Client's own general terms or purchase conditions do not apply.
- 2.4 Where a Proposal and these terms differ, the Proposal applies to that point. For the processing of personal data, Annex A applies.
- 2.5 These terms are written in English. The Dutch and Portuguese versions are translations; if they differ from the English text, the English text prevails.

3. How a contract is made

- 3.1 There is no online checkout. aknakos sends the Client a Proposal by email, with these terms attached as a PDF. The Proposal describes what will be built and offers one or more options, each with its monthly price, its Time budget and its Source buyout price.
- 3.2 A Proposal is valid for the period stated in it, or for 30 days if it states none.
- 3.3 The contract is made when the Client accepts the Proposal, by replying to the email or by signing it, and says which option it chooses. The Monthly plan starts on the date in the Proposal or, if there is none, on the day of acceptance.

4. The Monthly plan

- 4.1 For one monthly fee, aknakos:
- designs a website or software for the Client, made for the Client and not from a template;
 - builds it;
 - hosts and runs it, including security updates, certificates and backups;
 - handles the Client's Change requests within the Time budget.
- 4.2 There is no upfront fee. Design and build are paid through the monthly fees.
- 4.3 The Client's domain name is registered in the Client's name from the start. aknakos may manage it on the Client's behalf. Any cost of the domain is stated in the Proposal.
- 4.4 The Client provides the content, information and access aknakos needs, in time. Delays caused by missing input do not count against aknakos.
- 4.5 aknakos may use suppliers, such as hosting providers, to deliver the Monthly plan, and remains responsible for their work towards the Client.

5. Change requests, the 24-hour promise and the Time budget

- 5.1 The Client may ask for any change to what aknakos built for it: code, design or text. A Change request is made by email, or through another channel agreed in the Proposal.
- 5.2 Within 24 hours of a Change request, weekends included:
 - a small change is live;
 - a larger change gets a scoped answer: what it involves, how much of the Time budget it uses, and when it will be live;
 - an outage or a bug is being worked on.
- 5.3 Change requests are handled within the monthly Time budget set in the Proposal.
- 5.4 A Change request that does not fit in the Time budget left that month waits for the next month or, if the Client prefers, is done earlier at a price aknakos states before starting. aknakos does not charge for extra work the Client has not agreed to beforehand.

6. Availability

- 6.1 aknakos makes reasonable efforts to keep the Client's site available and monitors it. It does not promise a percentage of uptime.
- 6.2 An outage is handled like any other Change request under clause 5.2: within 24 hours it is being worked on.
- 6.3 aknakos announces planned maintenance in advance where it reasonably can.
- 6.4 aknakos is not in breach for interruptions caused by events outside its reasonable control, such as failures of the internet or of its suppliers. It still works to restore the service as soon as it can.

7. Fees, payment and late payment

- 7.1 The monthly fee is the one stated in the Proposal for the chosen option. All prices exclude VAT (btw); VAT is added on the invoice.
- 7.2 Fees are paid monthly in advance and collected automatically through Stripe, by SEPA direct debit or by card. When accepting the Proposal, the Client authorises this collection. aknakos sends an invoice for every payment.
- 7.3 If a payment fails or is late, aknakos sends one reminder and gives the Client 14 days to pay. If the amount is still unpaid after those 14 days, the Client owes the statutory commercial interest (article 6:119a of the Dutch Civil Code) on it from the original due date.

8. Price increases

- 8.1 aknakos may raise the monthly fee at most once a year, with at least 60 days' notice by email.
- 8.2 A Client who does not accept the new price may cancel the Monthly plan, with effect from the day the new price would apply, without any penalty. This applies during the Minimum term too.

9. Minimum term, renewal and cancellation

- 9.1 The Minimum term is the first six months of the Monthly plan. During it neither side can cancel, except under clause 8.2, 9.4, 12.5, 15.2 or A.4.4.
- 9.2 After the Minimum term the Monthly plan continues from month to month. Either side can cancel it with one month's notice, by email. Notice may be given during the Minimum term, but the plan then ends no earlier than the end of the Minimum term.
- 9.3 Fees are due until the Monthly plan ends.
- 9.4 Either side may end the Monthly plan with immediate effect, by email, if the other side seriously fails to meet its obligations and has not put it right within 30 days of being told in writing, or if the other side is declared bankrupt or granted a suspension of payments.

10. Ownership, licence, Static export and Source buyout

- 10.1 The Client's content (texts, photos, logos and data) always remains the Client's. The Client allows aknakos to use it as far as needed to deliver the Monthly plan.
- 10.2 The intellectual property rights in the design and code aknakos makes stay with aknakos. While the Monthly plan runs, the Client has a non-exclusive, non-transferable licence to use them for its business.
- 10.3 When the Monthly plan ends, for whatever reason, aknakos hands over a Static export free of charge: a copy of the Client's site as plain files that can be hosted anywhere. The Client may keep using the Static export for its business without a time limit. Features that need a server, such as forms, payments or logins, do not work in a Static export.
- 10.4 When the Monthly plan ends, the Client may instead buy the design and code outright (Source buyout) at the price stated in the Proposal. After payment, aknakos transfers the rights in the design and code it made for the Client. For general tools, libraries and open-source components that aknakos also uses for others, the Client receives a permanent licence instead.
- 10.5 The domain name stays the Client's in every case. aknakos helps move it to a provider of the Client's choice.

11. Client content and its warranties

- 11.1 The Client is responsible for the content it supplies and for how its site is used in its business.
- 11.2 The Client warrants that the content it supplies, such as texts, photos and trademarks, is lawful and that it holds the rights to it, and that this content and its use do not infringe anyone else's rights.
- 11.3 The Client indemnifies aknakos and holds it harmless against claims from third parties that result from the Client's content, including the reasonable costs of defending them.

12. Right to refuse

- 12.1 aknakos may refuse any request, whether for a project, a Change request or content, that in its reasonable judgement:
 - is unlawful or infringes the rights of others, such as trademarks, copyright or privacy;
 - is deceptive or harmful, such as scams, spam or disinformation;
 - promotes hatred or discrimination;
 - conflicts with the principles or professional conduct of aknakos.
- 12.2 This list is not exhaustive. aknakos tells the Client when it refuses a request, but does not have to give detailed reasons.
- 12.3 Refusing a single request does not change the monthly fee.
- 12.4 If content on the Client's site is unlawful, aknakos may take it down or suspend the service immediately. It tells the Client as soon as it can.
- 12.5 If the Client's business as a whole conflicts with clause 12.1, aknakos may end the Monthly plan with one month's notice by email, also during the Minimum term. The Client then receives the Static export free of charge under clause 10.3, and a pro-rata refund of fees paid in advance for any period after the Monthly plan ends.

13. Liability

- 13.1 The total liability of aknakos is limited to the amount the Client paid aknakos in the 12 months before the event that caused the damage.
- 13.2 aknakos is not liable for indirect damage, such as lost profit, lost revenue, lost data or business interruption.
- 13.3 These limits do not apply to damage caused by the intent (opzet) or gross negligence (grove schuld) of aknakos.

14. Data protection

- 14.1 When aknakos processes personal data on the Client's behalf, such as data about visitors of the Client's site, the Client is the controller and aknakos the processor.
- 14.2 The data processing agreement in Annex A applies to every Client and is part of these terms.

15. Changes to these terms

- 15.1 aknakos may change these terms. It sends the new version by email at least 30 days before it applies.
- 15.2 A Client who does not accept a change to its disadvantage may cancel the Monthly plan, with effect from the day the change would apply, without any penalty.
- 15.3 Every version shows its number and date. aknakos sends earlier versions on request.

16. Governing law and court

- 16.1 These terms and every Monthly plan are governed by Dutch law.
- 16.2 Disputes are submitted to the competent court in the district where aknakos is established: the Rechtbank Limburg.

17. Contact and complaints

- 17.1 Questions and complaints about the Monthly plan can be sent to:
- Post: aknakos, Leonardo Christino, Engelbrechtstraat 29, 6006 ZS Weert, the Netherlands
 - Email: contact@aknakos.com
- 17.2 aknakos confirms a complaint as soon as possible and answers it within 14 days.

Annex A: Data processing agreement

This annex is the data processing agreement (verwerkersovereenkomst) under article 28 of the General Data Protection Regulation (GDPR) between the Client, as controller, and aknakos, as processor. It is part of the terms above, and the terms' definitions apply to it.

A.1. Subject and duration

- A.1.1 aknakos processes personal data on the Client's behalf as far as needed to host and run the Client's site or software under the Monthly plan.
- A.1.2 This agreement runs as long as the Monthly plan, and afterwards until aknakos has deleted or returned the personal data under clause A.4.7.

A.2. Nature and purpose

- A.2.1 The processing consists of hosting, storing, sending and backing up the Client's site and its data; handling what visitors submit through it, such as forms or bookings; and, only where the Client wants analytics, measuring visits.
- A.2.2 aknakos processes the data only to deliver the Monthly plan, never for its own purposes.

A.3. Categories of data and data subjects

- A.3.1 Data subjects: the visitors of the Client's site, including people who use its forms, bookings or other features.
- A.3.2 Categories of personal data:
 - technical data, such as IP address, browser and device details and server logs;
 - data visitors enter themselves, such as name, email address, phone number and message;
 - usage data, such as pages viewed, only where the Client wants analytics;
 - any other data the Client's site collects, as described in the Proposal.

A.4. Obligations of aknakos

- A.4.1 Instructions only. aknakos processes the data only on the Client's documented instructions. These terms, the Proposal and the Client's Change requests are those instructions. aknakos tells the Client if it believes an instruction breaks the law. If the law requires other processing, aknakos tells the Client first, unless the law forbids that.
- A.4.2 Confidentiality. Everyone who processes the data for aknakos is bound to confidentiality.
- A.4.3 Security. aknakos takes appropriate technical and organisational measures under article 32 GDPR, including encrypted connections, access limited to the people who need it, up-to-date software and regular backups.
- A.4.4 Sub-processors. The Client allows aknakos to use the sub-processors listed in clause A.5. aknakos announces any new or replacement sub-processor by email in advance and updates the list. The Client may object on reasonable grounds within 14 days; if no solution is found, the Client may cancel the Monthly plan without penalty. aknakos imposes the same data protection obligations on its sub-processors and remains responsible for them.
- A.4.5 Data subjects' requests. aknakos helps the Client answer requests from data subjects, such as requests for access or deletion, and helps it meet its obligations under articles 32 to 36 GDPR, as far as the nature of the processing allows.
- A.4.6 Data breaches. aknakos notifies the Client of a personal data breach without undue delay after becoming aware of it, with the information it has, so the Client can meet its own reporting obligations.
- A.4.7 End of the agreement. When the Monthly plan ends, aknakos deletes the personal data or, at the Client's choice, returns it, and deletes existing copies unless the law requires storage. Copies in backups are deleted as the backups expire, within 90 days.

- A.4.8 Audit. aknakos makes available to the Client the information needed to show that it meets this agreement, in the form of documentation: a description of its measures and the list of sub-processors. Where the law requires an inspection beyond that, it takes place with reasonable notice and at the Client's cost.

A.5. Sub-processors

- A.5.1 aknakos uses these sub-processors:
- Hetzner Online GmbH: hosting of sites and their data, in data centres in Germany and Finland.
 - Cloudflare, Inc.: DNS and email routing.
 - PostHog, EU cloud: website analytics, only where the Client wants analytics.
- A.5.2 Where a sub-processor is established outside the European Economic Area, as Cloudflare is, the transfer relies on the EU-US Data Privacy Framework or on the European Commission's standard contractual clauses.

A.6. Liability

- A.6.1 Liability under this annex follows clause 13 of the terms, as far as the law allows.