



GENERAL TERMS AND CONDITIONS – INSPACE BE B.V.
Version: August 2026

Article 1 – Definitions

1. InSpace: InSpace BE BV, established in Antwerp and registered in the commercial register of the Crossroads Bank for Enterprises under number: BE1036969788.
2. Client: the Client, acting in the exercise of a profession or business, who has entered into an Agreement with InSpace.
3. Agreement: the agreement between InSpace and the Client under which InSpace undertakes towards the Client to perform Services on the basis of a best-efforts obligation, consisting of SEO/GEO services on a subscription basis and any separately agreed one-off work or additional work, as further described in the Agreement, the quotation and these general terms and conditions.
4. Services: the work to be performed by InSpace, including onboarding, intake, technical analysis, scan, strategy proposal, content planning, preparing, creating, optimizing and making available SEO/GEO content, and, insofar as technically possible and agreed, placing or publishing content on the Client's website. In performing the Services, InSpace may use artificial intelligence (AI) systems.

Article 2 – Offers

1. Unless expressly agreed otherwise in writing, all offers and other statements by InSpace, in any form whatsoever, are entirely non-binding. InSpace reserves the right to revoke an offer until the moment of acceptance by the Client. An offer is valid for the period explicitly stated in that offer. If no validity period is included in the offer, this period shall be deemed to be a maximum of 30 days from the date of the offer.
2. Offers are based on the situation, technologies and circumstances applicable at the time the offer is issued. If these assumptions change, InSpace reserves the right to adjust the offer or to classify additional work as extra work.
3. All information provided with an offer, such as images and descriptions, is for informational purposes only and is provided as accurately as possible. Obvious mistakes or obvious errors in the offer are not binding on InSpace.
4. The Client guarantees the accuracy and completeness of the information provided to InSpace by or on behalf of the Client on which InSpace based its offer.

Article 3 – Formation

1. The Agreement is formed after the Client has accepted or confirmed an offer in writing or electronically, or after InSpace has commenced the performance of the Services. If the Client's acceptance of the offer deviates from the offer, this shall be regarded as a new offer by the Client. That new offer must be accepted in writing by InSpace.
2. Any additional agreements made later, changes to the offer or commitments by InSpace shall only bind InSpace if confirmed by InSpace in writing. The originally agreed delivery time may, at InSpace's discretion, lapse as a result.
3. All agreements are governed exclusively by InSpace's general terms and conditions. The Client's general terms and conditions or purchasing conditions are expressly rejected. In the event of a conflict between the Agreement and these general terms and conditions, the provisions of the Agreement shall prevail, unless expressly agreed otherwise.

Article 4 – Onboarding, technical analysis and preparation of the Services

1. After the Agreement has been formed, InSpace may, insofar as it reasonably considers this necessary for the performance of the Services, carry out onboarding, intake, technical analysis, a scan, a strategy proposal, content planning or similar preparatory work. These activities form part of the subscription, unless expressly agreed otherwise in writing.
2. As part of these preparatory activities, InSpace may make recommendations regarding technical, content-related and/or structural changes to the website, the Content Management System (CMS), the hosting environment, domain structure, content structure or other systems of the Client. InSpace determines, at its own professional discretion, how the findings and recommendations are provided to the Client.
3. The Client shall timely provide all information, access, data, materials and cooperation that InSpace reasonably considers necessary for onboarding, technical analysis, scan, strategy, content planning, website connection, implementation, making available or publication of content.
4. If the Client does not implement recommendations, does not implement them on time or does not implement them fully, or if the Client does not provide InSpace with the necessary access, information or cooperation on time, this shall not affect the commencement, duration and payment obligations under the subscription. The agreed subscription fees shall remain fully due.
5. If a direct connection with or publication on the Client's website is not yet possible due to technical, organizational or other circumstances attributable to the Client or third parties, InSpace is entitled to create and make available the agreed SEO/GEO content via the software, application, client environment, online archive or another method chosen by InSpace. In that case, the lack of direct publication on the Client's website shall not constitute a breach by InSpace.
6. If and insofar as the Client does not implement recommendations, does not implement them on time or does not implement them fully, or does not provide InSpace with the necessary access to the Client's website or other systems, InSpace is entitled to suspend the Services or adjust them at its own discretion. The consequences of the inability to perform the Services, or to perform them fully, as a result of such circumstances shall be for the account and risk of the Client and cannot be regarded as a breach by InSpace, nor shall they lead to suspension of any payment obligation or termination of the Agreement by the Client.
7. InSpace shall act carefully when making changes to the website. InSpace is not liable for temporary or permanent website downtime, disruptions, data loss, reduced accessibility, incompatibility with existing systems, plugins or software. The Client remains responsible at all times for making up-to-date backups of the website and associated data.

Article 5 – Client obligations

1. To enable proper performance of the Agreement, the Client is obliged to always provide, in a timely manner, all technical data, specifications, designs, information and details that InSpace may reasonably require. The Client is responsible for this and guarantees the legality, accuracy and completeness thereof.
2. The Client shall always provide, in a timely manner, all cooperation reasonably requested by InSpace to obtain access to systems, accounts, websites, CMS, hosting environment, domain settings, analytics and advertising accounts and other relevant digital environments, insofar as necessary for onboarding, intake, technical analysis, scan, strategy, content planning, website connection, implementation, making available or publication of content.

3. Insofar as the Client makes equipment, items, goods and/or other resources available to InSpace in the context of the performance of the Subscription, the Client guarantees the accuracy and completeness of those resources and their timely provision to InSpace. InSpace shall store the aforementioned resources with the care of a good custodian. InSpace is not liable for damage, loss or destruction of the resources made available, except in the event of intent and/or deliberate recklessness on the part of InSpace.
4. InSpace is entitled to suspend its obligations under the Agreement until the Client has fulfilled its obligations. If the Client, after written notice of default, still does not fully comply with its obligations, InSpace has the right to terminate the Agreement. In that case, the Client is liable towards InSpace for all damage and/or costs resulting from the failure to comply, or the failure to comply on time or fully, with its obligations.
5. If certain work must be performed at the Client's location, the Client shall ensure the necessary facilities and access to the location in a timely manner and free of charge.
6. The Client guarantees that the information and content on its website, as well as all other materials supplied by the Client, do not contain misleading, harmful or unlawful content, or content that violates applicable laws and regulations.
7. If, during the term of the Agreement, the Client makes changes to the website, the Content Management System (CMS), the hosting environment, the domain structure, the technical infrastructure or other relevant digital systems that may affect the performance or effectiveness of the Services, the Client must notify InSpace of this in advance in writing.

Article 6 – Commencement and duration of the subscription

1. The subscription commences on the date on which the Client has accepted the quotation in writing or electronically, unless the parties have agreed on another commencement date in writing. From this date, the Client owes the agreed subscription fee, regardless of whether onboarding, technical analysis, website connection, implementation of recommendations or publication of content has already been completed.
2. The subscription is entered into for an initial term of twelve (12) months, unless agreed otherwise in writing. The parties may agree in writing on a longer initial term, including a term of twenty-four (24) or thirty-six (36) months.
3. After the initial term has expired, the Agreement shall always be tacitly renewed for twelve (12) months, unless agreed otherwise in writing.
4. Either party may terminate the Agreement in writing, subject to a notice period of one (1) month before the end of the initial term or the then-current renewed contract period.
5. If, during the term of the subscription, there is a significant change to the Client's website, CMS, technical infrastructure, domain structure, hosting environment or other systems, InSpace is entitled to carry out a new technical analysis, re-scan, additional onboarding or other preparatory work. Insofar as these activities fall outside the agreed subscription, they shall be regarded as extra work or one-off work in accordance with Article 11.

Article 7 – Prices

1. For the performance of the Services, the Client shall owe the following costs:
 - a. a fixed periodic subscription fee for the subscription services described in the quotation;
 - b. any one-off work, only if separately stated in the quotation;
 - c. any additional work in accordance with Article 11.
2. Unless expressly agreed otherwise in writing, all prices are based on the prices and rates applied by InSpace at the time of the offer or at the time the Agreement is formed, excluding VAT and other taxes, levies and government charges.
3. All work falling outside the subscription ("one-off work") shall be stated separately in the quotation. The Client is obliged to pay the fee stated in the quotation for this one-off work in accordance with the agreed payment terms.
4. InSpace is entitled to unilaterally modify the agreed rates, subscription fees, and other charges during the term of the Agreement. InSpace shall notify the Client of such changes in writing or electronically at least 30 days prior to the effective date. If the price change is not communicated at least one (1) month before the end of the current contract period, the Client has the option to terminate the Agreement at any time prior to the renewal of the subscription, effective at the end of the then-current period.
5. Price changes may result from, among other things, changes in market conditions, cost fluctuations, the expansion or modification of functionalities, technological developments, changes in service provision, changes in laws and regulations, indexation, or other business-economic or strategic reasons.
6. Regardless of whether any price increases were foreseeable at the time of an offer and/or at the formation of an Agreement, InSpace is at all times entitled to implement price changes as a result of changes in VAT rates or tax rates.

Article 8 – Payment

1. Unless expressly agreed otherwise in writing, payment of fixed periodic subscription fees shall be made in advance by direct debit. For this purpose, the Client grants InSpace authorization to collect payments from the specified IBAN account number. Any changes to the IBAN account number must be communicated by the Client to InSpace in writing as soon as possible.
2. Subscription fees shall be collected each time on the calendar day on which the subscription commenced. If a month does not have that day, collection shall take place on the last calendar day of that month.
3. If direct debit does not apply, invoices shall be issued monthly in advance. Payment must be made within 14 days after the invoice date, unless expressly agreed otherwise in writing.
4. For other work and/or costs, including one-off work and additional work, a payment term of fourteen (14) days after the invoice date shall apply, unless agreed otherwise in writing.
5. If, for any reason whatsoever, the amount due cannot be collected, or in the event of late payment within the set term, the Client shall owe contractual default interest of 1% per month, whereby part of a month shall be counted as a full month, on the gross invoice amount. Furthermore, in the event of non-payment or late payment, the Client shall owe extrajudicial costs. These extrajudicial costs amount to 15% of the principal sum due, with a minimum of €350, without prejudice to InSpace's right to charge the Client the actual costs incurred if these exceed the amount of extrajudicial costs calculated in this way, and without prejudice to all other statutory and contractual rights of InSpace.
6. Payments made by the Client shall always first be applied to settle all interest and costs due, and shall subsequently be deducted from the oldest outstanding payable invoices, even if the Client states that the payment relates to another invoice.
7. InSpace may at all times, regardless of the agreed payment terms, require the Client to make an advance payment or provide security for its obligations arising from the Agreement, failing which InSpace is entitled to suspend the delivery of Services or terminate the Agreement, without prejudice to InSpace's right to compensation for all damage and/or other statutory and contractual rights.

8. If the Client is in default regarding payment of any invoice, InSpace is entitled to hand over its claim(s) for collection to a third party, including a collection agency or bailiff, or to transfer its claim(s), in whole or in part, to a third party. All associated costs shall be borne entirely by the Client.
9. Non-payment by the Client shall not affect the term of the subscription. The agreed subscription fees shall remain fully due during the period of non-payment, even if InSpace suspends the performance of the Services. Suspension of the Services due to non-payment shall never lead to suspension of the payment obligation or to an extension of the contract term.

Article 9 – Performance of Services

1. InSpace shall, within the framework of the Agreement, prepare, create, optimize and make available SEO/GEO content to the Client. Insofar as technically possible and agreed, InSpace shall place or publish this content directly on the Client's website. For direct placement, the Client must have a website, CMS, hosting environment and technical setup that are compatible with InSpace's software and systems, and the Client must provide the necessary access, information and cooperation in a timely manner.
2. If a direct connection with or publication on the Client's website is not yet possible, InSpace shall remain entitled and obliged to create the agreed SEO/GEO content and make it available via the software, application, client environment, online archive or another method chosen by InSpace. The content shall be deemed delivered as soon as it has been made visible or available to the Client, regardless of whether it has already been published on the Client's website.
3. As soon as publication on the Client's website is technically possible and the Client has provided all necessary access, information and cooperation, InSpace shall make reasonable efforts to publish the content already made available or to facilitate its publication. The later publication of previously made available content shall not entitle the Client to suspend payment, receive a discount, refund, compensation or extension of the Agreement.
4. InSpace shall make reasonable efforts, to the best of its ability, to perform the Services with due care in accordance with the agreements, procedures and the strategy and content funnel approach applied by InSpace as agreed between the parties. Insofar as the Agreement or quotation includes a number of SEO/GEO pages, this obligation relates exclusively to the creation and making available of that output, except in circumstances attributable to the Client or third parties. InSpace never guarantees specific rankings, indexation, visibility, mentions in AI systems, visitor numbers, leads, revenue, conversions or other commercial consequences or outcomes.
5. The Client acknowledges that it is responsible for checking, validating, using and applying the content placed or supplied by InSpace. InSpace does not guarantee that the content placed or supplied by it is factually correct, up to date, complete or suitable for a specific purpose. InSpace is not liable for damage arising from reliance on or use of content placed or supplied by InSpace.
6. InSpace is entitled to have the Services performed in whole or in part by third parties or artificial intelligence (AI) systems. The Client acknowledges that AI-generated output may be statistical and probabilistic in nature and may contain inaccuracies, omissions or interpretation errors. InSpace does not guarantee that AI-generated output is factually correct, up to date, complete or suitable for a specific purpose. The Client remains responsible at all times for checking, validating, using and applying the output. InSpace is not liable for damage arising from reliance on or use of AI-generated output.
7. In performing the Services, InSpace is entitled to use software, materials, programs, products, etc. from third parties. InSpace is never liable for the consequences of the termination of support, production and/or delivery of the aforementioned resources by third parties. InSpace shall make reasonable efforts to inform the Client of such termination as soon as possible.
8. InSpace's Services are aimed exclusively at optimizing content for findability within AI systems, related generative search and information systems, and traditional search engines. The Services expressly do not include:
 - any guarantee of placement, visibility, ranking or mention within specific AI systems or platforms;
 - any guarantee that content will be included, cited or used by AI systems;
 - any guarantee of commercial, strategic or financial results;
 - monitoring, enforcement or correction of output from AI systems after publication;
 - legal review of content, including but not limited to review under intellectual property rights, consumer rights, advertising law or sector-specific regulations.
9. The Client acknowledges that AI systems, search platforms and generative models at which the Services are wholly or partly aimed are owned by third parties and independently determine their functionality, algorithms, datasets, accessibility and output. InSpace is merely a user of these systems and not a provider.
10. InSpace has no influence over:
 - changes to algorithms, data or output mechanisms of search engines and/or AI systems;
 - changes in search intent and user behavior;
 - the manner in which content is interpreted, summarized, displayed or omitted;
 - technical problems with the Client's website;
 - competitor activities;
 - actions of third parties.
11. Changes to AI systems, search platforms and generative models, or to the regulations governing them, may result in previously achieved visibility, output or effects being lost in whole or in part. This shall not constitute a breach by InSpace.
12. InSpace is not obliged to perform Services for the Client if the Client's activities may, directly or indirectly, lead to the misleading of users of generative AI systems.

Article 10 – Content Output

1. InSpace shall make reasonable efforts to create and make available to the Client, within the agreed subscription period, the agreed quantity of SEO/GEO content. Unless agreed otherwise in writing, the content output per period of twelve (12) months* shall be:
 - a. Package 1: one hundred and twenty (120) SEO/GEO pages;
 - b. Package 2: two hundred and forty (240) SEO/GEO pages;
 - c. Package 3: four hundred and eighty (480) SEO/GEO pages.In the case of an agreed subscription period longer than twelve (12) months, the total content output shall be calculated pro rata according to the agreed term.
2. The SEO/GEO pages shall be prepared according to the strategy, content funnel, search intent analysis, clustering and optimization approach applied by InSpace. Content shall be deemed to have been made available as soon as it has been made visible to the Client in the software, application, client environment, online archive or in another manner chosen by InSpace.
3. The content output referred to in this article does not constitute a guarantee of ranking, indexation, publication, traffic, leads, revenue, conversions, visibility in AI systems or any other commercial result.

Article 11 – Amendment of the Agreement and Additional Work

1. The time schedule and the agreed fees in the Agreement may be affected if the Agreement is expanded and/or amended during its term. If InSpace has performed work or other services at the request of, or with the prior consent of, the Client that fall outside the Agreement, such work or services shall be reimbursed by the Client at the agreed rates, or, in the absence thereof, at InSpace's usual rates. In that case, InSpace shall no longer be bound by any final or other delivery date or delivery period. In the event of an expansion or amendment of the Agreement, InSpace shall inform the Client in writing of the financial consequences thereof and of any consequences for deadlines, agreements and procedures under the Agreement.

Article 12 – Intellectual Property Rights

1. All intellectual property rights, including copyrights, database rights, design rights and other intellectual or industrial property rights, to generic methods, workflows, algorithms, AI models, prompts, templates, tools, software and other know-how used or developed by InSpace in the performance of the Agreement shall remain fully and exclusively vested in InSpace.
2. All intellectual property rights to specific content, analyses, reports, optimizations and other output developed exclusively for the Client shall become the property of the Client after full payment of all amounts due, including subscription fees and any one-off work or additional work.
3. InSpace retains a non-exclusive, non-transferable and non-sublicensable right of use to the Client's specific content, solely for its own marketing, reference, demonstration or internal purposes, without limiting the Client's right to use the content for its original purpose.
4. The Client guarantees that all content, data, materials and instructions supplied by or on behalf of the Client do not infringe any third-party rights, including intellectual property rights. The Client shall indemnify InSpace, both in and out of court, against all third-party claims arising from the use of such materials supplied by the Client.
5. If third parties assert claims due to an alleged or actual infringement of intellectual property rights in connection with the performance of the Agreement, InSpace is entitled to suspend the performance of the Agreement until it has been irrevocably established in court that there is no infringement. If it is established that an infringement has occurred, InSpace is entitled to terminate the Agreement without judicial intervention, without being liable for any compensation for such termination, but without prejudice to the indemnification obligation provided for in Article 12.4.
6. Insofar as artificial intelligence (AI) systems are used in the performance of the Services, the Client acknowledges that the generated output is statistical and probabilistic in nature. InSpace gives no guarantee whatsoever that AI-generated output is free from infringement of third-party intellectual property rights. The Client is responsible for the use, publication and further distribution of such output and shall indemnify InSpace against third-party claims in this respect.
7. InSpace is entitled to use the Client's name, trademark and logo for its own marketing, reference and communication purposes.
8. InSpace is never obliged to perform data conversion, migration or transfer of data, content or settings, unless expressly agreed otherwise in writing.
9. The Client acknowledges and accepts that the AI models used by InSpace may use the data provided by the Client for training purposes, analyses, scraping or other automated processing.
10. InSpace shall never be obliged to share or disclose underlying methods, workflows, prompts, scripts, algorithms or data sources used for the performance of its services.

Article 13 – Deadlines

1. Any interim delivery periods and/or delivery dates agreed for InSpace shall at all times be regarded as target dates, shall not bind InSpace and shall always be indicative in nature. They do not constitute a guarantee of result.
2. If a deadline is at risk of being exceeded, the parties shall consult with each other to discuss the consequences of such exceedance.
3. If the parties have agreed that performance of the agreed work shall take place in phases, InSpace is entitled to postpone the commencement of the work of the next phase until the Client has approved the results of the preceding phase in writing.
4. If no commencement date for the Services has been agreed, InSpace shall commence the Services within a reasonable period after the Agreement has been concluded.

Article 14 – Force Majeure

1. Force majeure within the meaning of these general terms and conditions shall be understood to mean, in addition to what is understood in this respect under the law and case law, all external causes, whether direct or indirect, foreseeable or unforeseeable, as a result of which InSpace is unable to fulfil its obligations under the concluded Agreement. Force majeure within the meaning of these general terms and conditions shall in any case include: epidemics, pandemics, natural disasters, fire, transport strikes, energy and internet outages, strikes, staff illness, government measures, including in any case changes in laws and regulations, import and export bans, quotas and business disruptions at InSpace and/or its suppliers, as well as non-performance by its suppliers as a result of which InSpace can no longer fulfil its obligations towards the Client.
2. If the force majeure situation is temporary, meaning shorter than two months, InSpace has the right to suspend the performance of the Agreement for as long as the force majeure situation continues.
3. If the force majeure situation is permanent or lasts longer than two months, InSpace has the right to terminate the Agreement.
4. InSpace also has the right to invoke force majeure if the force majeure situation occurs after the Services should have been delivered by InSpace.
5. If, at the time the force majeure situation occurs, InSpace has already partially fulfilled its obligations or can only partially fulfil its obligations, it is entitled to invoice the work or Services already performed, or the executable part thereof, separately in accordance with Article 8, and the Client is obliged to pay these invoice amounts as if they concerned a separate agreement.
6. In the event of force majeure, the Client cannot claim compensation from InSpace for any damage suffered by it.

Article 15 – Complaints

1. A complaint relating to the Services performed and the resulting works must be submitted to InSpace in writing within ten (10) days after the Services have been performed or after delivery of the work, or within ten (10) days after discovery of the defect if the Client proves that it could not reasonably have discovered the defect earlier, stating the nature and grounds of the complaints.
2. A complaint relating to an invoice received must be submitted to InSpace in writing within seven (7) days after the invoice date, stating the nature and grounds of the complaints.
3. A complaint does not suspend the Client's payment obligation.
4. **If the complaint is not submitted in time, all rights of the Client in connection with the complaint shall lapse.**

Article 16 – Termination and Interim Cancellation

1. If the Client fails to comply, fails to comply properly or fails to comply in a timely manner with any obligation arising from this Agreement or any other Agreement concluded with InSpace, InSpace has the right to suspend the performance of the Agreement or, after proper notice of default, to terminate the Agreement in whole or in part, without InSpace being liable for any compensation, without prejudice to any further rights accruing to InSpace.
2. In the event of termination of the Agreement, performances already rendered and the related payment obligations shall remain fully due and shall not be reversed. In the event of termination of the Agreement, the Client shall owe InSpace the full amount of the subscription fees for the remaining term of the Agreement.
3. InSpace is entitled to cancel the Agreement(s) with the Client with immediate effect, without judicial intervention and without any further notice of default being required, in the following cases:
 - a. if the Client's bankruptcy or provisional suspension of payment has been applied for or has been declared;
 - b. if the Client transfers, liquidates, dissolves or ceases all or part of its business or control thereof;
 - c. if all or part of the Client's assets are subject to an executory attachment;
 - d. if the Client places information or content on its website, social media channels or other communications that is unlawful, misleading, harmful, discriminatory or otherwise contrary to applicable laws and regulations;
 - e. if the Client performs acts or gives instructions as a result of which the Services may be used for illegal, misleading or otherwise harmful purposes.
4. The Client is obliged to notify InSpace immediately of the circumstances referred to in paragraph 3 of this article.
5. InSpace shall never be liable for any damage and/or consequences arising from or related to the termination or cancellation.
6. In the event of termination or cancellation of the Agreement, all payment obligations, including subscription fees for the remaining term, shall remain fully due and payable, without prejudice to InSpace's right to full compensation and any other rights accruing to it.

Article 17 – Liability

1. All Agreements are performed by InSpace on the basis of a best-efforts obligation. InSpace can never be held liable for results not achieved.
2. The Client is responsible for compliance with applicable laws and regulations relating to the use of AI-generated or AI-optimized content, including advertising law, sector-specific regulations and future AI regulations. InSpace is not liable for the consequences of non-compliance therewith.
3. InSpace shall never be liable towards the Client for indirect or consequential damage that may arise for the Client, its employees, its customers and/or any third parties. Indirect or consequential damage includes, without limitation: loss of profit, loss of revenue, loss of or damage to data and information, loss of goodwill and loss of opportunity.
4. InSpace shall never be liable for damage resulting from:
 - loss of partial website data or the entire website;
 - damage of any nature whatsoever arising because InSpace relied on incorrect and/or incomplete information provided by or on behalf of the Client;
 - loss of data;
 - a failure by the Client to comply with its obligations;
 - data breaches;
 - reputational damage suffered by the Client as a result of AI linking the brand to inappropriate or incorrect content.
5. InSpace's liability shall at all times be limited to the amount paid out under the liability insurance policy, increased by the deductible, and, in the absence thereof, to a maximum of the amount paid by the Client in the six (6) months preceding the event causing the damage.
6. Any legal claim by the Client against InSpace, arising from an attributable or non-attributable breach, an unlawful act by InSpace towards the other party, or any other legal basis whatsoever, shall lapse after twelve (12) months from the moment the Client first submitted a complaint to InSpace in this respect.
7. The Client shall indemnify InSpace against all third-party claims, including claims from supervisory authorities, arising from or related to the Client's business activities, products, services or communications.
8. The limitations of liability provided for in this Article 17 shall apply to the fullest extent permitted by law.

Article 18 – Confidentiality

1. The Client shall ensure that all information received from InSpace which it knows, or should reasonably know, to be confidential in nature remains confidential. This prohibition shall not apply if and insofar as disclosure of the relevant information to a third party is necessary pursuant to a court judgment, a statutory provision, or on the basis of a legally issued order by a government authority, or for the proper performance of the Agreement.
2. The Client acknowledges and accepts that when InSpace uses AI systems, including AI-generated output, there is a risk that confidential or sensitive information may be processed, stored or reused within these systems. InSpace shall take reasonable measures to safeguard confidentiality, but cannot guarantee that AI systems will fully prevent information, including confidential information of the Client, from being used outside the intended context. The Client remains responsible for assessing the nature of the data shared and for limiting confidential information in the input provided to AI systems.

Article 19 – GDPR

1. Insofar as InSpace processes personal data in the performance of the Agreement, the Client shall act as the controller and InSpace as the processor within the meaning of the GDPR, unless expressly agreed otherwise.
2. In that case, the parties shall enter into a separate data processing agreement.
3. InSpace shall take appropriate technical and organizational measures to secure personal data.
4. InSpace is not responsible for personal data unlawfully supplied by the Client.

Article 20 – Miscellaneous

1. Any reliance by the Client on suspension and/or set-off is expressly excluded. InSpace is entitled to suspend the performance of its obligations towards the Client for as long as the Client has not fulfilled all of its obligations under any legal relationship existing with InSpace. This suspension shall apply until the moment the Client has fully fulfilled its obligations towards InSpace.
2. If any provision of these general terms and conditions is null and void, this shall leave the other provisions of these terms and conditions fully intact. The parties shall then agree on a provision to replace the null and void or annulled provision that most closely reflects the original intention of the parties.
3. InSpace is entitled to unilaterally amend these general terms and conditions. In that case, InSpace shall inform the Client of the amendments in a timely manner. There shall be at least 30 days between this notification and the entry into force of the amended terms and conditions. If the amendment results in the Client being required to perform an obligation that materially differs from the original obligation, the Client shall have the right, up to the date of entry into force, to terminate the Agreement as of the date on which the amended terms and conditions enter into force, unless InSpace wishes to perform the Agreement under the original terms and conditions.
4. If InSpace transfers its rights and obligations under the Agreement to a third party, InSpace shall notify the Client of this in a timely manner. The Client hereby already grants its consent to such transfer and undertakes to provide all cooperation necessary for the transfer.
5. InSpace is entitled, during and after the term of the Agreement, to perform similar Services for other clients, including clients active in the same industry, market, sector or geographical region as the Client.

Article 21 – Disputes and Choice of Law

1. All offers, Agreements and the performance thereof shall be governed exclusively by Belgian law. The applicability of the Vienna Sales Convention is expressly excluded.
2. All disputes, including those regarded as such by only one party, arising from or relating to any advice, offers and/or Agreement to which these terms and conditions apply, or to the relevant terms and conditions themselves and their interpretation or performance, whether factual or legal in nature, shall be settled by the competent court in Antwerp.

Article 22 – General Terms and Conditions

1. These general terms and conditions may be available in several languages.
2. In the event of any deviation, contradiction or difference in interpretation between the Dutch version and a translation, the Dutch version shall prevail at all times.
3. The Client acknowledges that, in the event of doubt regarding the content or scope of these general terms and conditions, the Dutch text shall be binding.
4. Translations of these general terms and conditions are for informational purposes only and do not create any rights or obligations with respect to InSpace or the Client.