newways.consulting

NEWWAYS.ONE

General Terms and Conditions

for the newways.one subscription: website, Google, social media and office

Version of 28 November 2026
effective from 28 November 2026
The Spanish version is authoritative (clause 19.3).

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1 Provider, scope and order of precedence

1.1 The provider is Marco Lohmann, self-employed and trading as newways.consulting, NIF Y8537566A, VAT ID ESY8537566A, Monsenyor Palmer 1, 07014 Palma (Illes Balears), Spain, email mlo@newways.consulting, phone +34 871 242 440 (“newways”).

1.2 These terms apply to all contracts for the newways.one subscription in the Start, Plus and Pro plans and to any additional services booked with it.

1.3 newways.one is offered exclusively to businesses, that is, to natural or legal persons who conclude the contract in the course of their trade, business or profession (Art. 4 TRLGDCU; Section 14 of the German Civil Code, BGB). Should a customer nevertheless be a consumer in an individual case, the mandatory protective rules apply in their favour.

1.4 The following order of precedence applies: (a) terms individually agreed in the quotation or order confirmation; (b) these terms; (c) the service description of the booked plan in the quotation; (d) for the use of the software, additionally its own terms of use (clause 8). The customer’s general terms and conditions do not apply, even if newways does not expressly object to them.

2 Free design draft and conclusion of the contract

2.1 Before the contract, newways will, on request, create a free design draft of the home page and one sub-page, usually within seven days of receiving the information required. The draft places the customer under no obligation. If no contract is concluded, all rights in the draft remain with newways.

2.2 The presentation of the plans on the newways website is not a binding offer. The contract is concluded when the customer accepts a quotation from newways, for example via the acceptance function in the online quotation or in text form, or when newways confirms an order from the customer in text form. An email is sufficient for this purpose.

2.3 The plan, additional services, prices and start date are set out in the accepted quotation or the order confirmation.

3 Services

3.1 The scope of each plan follows from this overview and from the service description in the quotation:

	Start	Plus	Pro
Website	home page and one subpage	up to five pages in a custom design	up to ten pages with design system, project gallery and scroll animation
Care	technical care, changes of up to 30 minutes per month	technical care, changes of up to 90 minutes per month	as Plus
Google	Business Profile set up and maintained, replies to reviews	as Start, plus two posts on the profile per month	as Plus, plus one search-optimised text per month for a service page or magazine article
Social media	SENYA Start set up, one hour of planning per month	one reel and two posts per month with SENYA Pro	two reels and two posts per month with SENYA Pro
Office or editing	newways.suite Basis for one person or nwContentSuite	newways.suite Plus for up to three people or nwContentSuite	newways.suite Pro for up to five people and nwContentSuite
Domain and email	one domain, two mailboxes	one domain, up to ten mailboxes	two domains, up to ten mailboxes
Website storage	5 GB	20 GB	20 GB
Support	one contact person, monthly report	as Start	as Start, plus a quarterly strategy meeting

3.2 Additional services at extra cost, in each case excluding VAT: newways.suite and nwContentSuite together in Start or Plus, €49 per month; each additional domain or mailbox, €2 per month; one additional website language with up to five pages and texts supplied by the customer, €490 one-off; one additional reel, €290.

3.3 Unless expressly agreed, the following are not included: Google Ads and other paid advertising, including advertising budgets; on-site photo and film shoots; translations; paid third-party licences and extensions; and legal advice.

3.4 newways usually answers enquiries within two working days. Working days follow the calendar of Palma.

4 Website: build, acceptance and go-live

4.1 After the contract is concluded, newways builds the website within the scope of the booked plan on the basis of the design draft. The customer supplies the content, in particular texts, photos, logo and company details; newways prepares it for the website.

4.2 Before go-live, newways makes the website available as a preview. The customer reviews and approves it. The website is deemed accepted when the customer approves it, when it goes live at the customer's request, or if the customer does not report any material defects within 14 days of the preview being made available. Minor defects do not prevent acceptance; newways remedies them as part of the care service.

4.3 newways' deadlines are extended by any period during which content, approvals or access to be provided by the customer are missing.

4.4 The customer is responsible for the content of the website's mandatory information, such as the legal notice, privacy policy and cookie notice. newways integrates it technically and points out obvious gaps, but does not provide legal advice.

5 Care, hosting, domain and email

5.1 Care includes technical updates, security measures, regular functional checks and nightly backups. newways makes content changes within the plan's monthly time allowance; unused time lapses at the end of the month. Larger changes and extensions are carried out by prior agreement and charged separately.

5.2 The website is hosted on servers in a data centre within the European Union. newways aims for an availability of 99% on an annual average, excluding announced maintenance and disruptions beyond newways' control.

5.3 newways registers the included domains (endings .de, .com, .eu or .at) in the customer's name. The customer is the holder of their domain, including after the end of the contract. newways transfers an existing domain without interruption. A .es domain stays with the customer's Spanish provider and is connected at no extra cost. On request, and at the latest at the end of the contract, the customer receives the transfer code for their domain (auth code) free of charge.

5.4 Each mailbox has 5 GB of storage. The customer will not use the mailboxes to send unsolicited advertising in bulk. In the event of misuse, newways may temporarily block a mailbox and will inform the customer.

6 Google Business Profile

6.1 The Business Profile belongs to the customer, who grants newways manager access. If the customer does not yet have a profile, newways creates it in the

customer's name; verification with Google is the customer's responsibility.

6.2 newways maintains details, opening hours and photos and replies to reviews on the customer's behalf in the tone agreed with the customer. Replies to critical reviews and posts on the profile are agreed with the customer in advance.

6.3 Google decides how it displays, ranks or suspends a profile. newways does not owe any particular ranking or any particular number of views or enquiries.

7 Social media with SENYA

7.1 Posts appear on the customer's accounts, currently on Instagram. Further channels will be added as soon as SENYA supports them. The accounts remain the customer's; the customer grants newways and SENYA the necessary access.

7.2 In Plus and Pro, the customer supplies photos and phone clips from their business every month. newways uses them with SENYA to create the plan's posts and reels and submits them to the customer for approval. Only content approved by the customer is published.

7.3 In Start, newways sets up SENYA Start for the customer and supports them with planning for one hour per month. The customer approves posts in SENYA themselves.

7.4 If, in a given month, the customer does not supply usable material or does not give approval, that month's allowance may be made up in the following month; after that it lapses. No refund is given.

7.5 In Plus and Pro, newways keeps an eye on comments and messages on working days, answers simple questions within the agreed scope and forwards enquiries to the customer. Round-the-clock support is not owed.

7.6 Each platform's operator decides how posts are distributed. newways does not owe any particular reach, number of followers or number of enquiries.

8 Software

8.1 For the term of the contract, newways provides the customer with the plan's software as an online service: newways.suite for clients, quotations and invoices with the plan's number of people, nwContentSuite for editing the website, and SENYA. The parties agree the set-up and launch of nwContentSuite in the website project.

8.2 In addition, the terms of use of the respective software apply in the version valid when the contract is concluded; for newways.suite, its general terms and conditions and its data processing agreement. Prices, term and payment are governed exclusively by these terms; no separate fee is charged for the software.

8.3 The data the customer enters into the software belongs to the customer, who may export it during the term.

9 Customer cooperation

9.1 The customer names a contact person, supplies content and material in good time, approves drafts and posts promptly and grants the necessary access, in particular to the domain, the Google Business Profile and social media accounts. Once a month the parties hold a short coordination call, usually by phone or video.

9.2 The customer only supplies content for which they hold the necessary rights and observes the rules of their sector, for example on professional conduct and advertising. The customer indemnifies newways against third-party claims based on content supplied or approved by the customer, including reasonable costs of legal defence.

9.3 The customer informs newways of any changes affecting the website or profiles, such as opening hours, services or address.

10 Prices and payment

10.1 The prices in the quotation apply. The monthly fees, excluding VAT, are: Start €390, Plus €990, Pro €1,590. In addition, a one-off start fee equal to one monthly fee is charged.

10.2 The start fee is invoiced when the contract is concluded. Build and set-up begin with it.

10.3 Monthly fees are charged from the website's go-live (start of billing). If the go-live is delayed for reasons for which the customer is responsible, billing starts no later than two months after the conclusion of the contract. The plan's recurring services begin with the start of billing; the customer may use the software beforehand.

10.4 newways invoices the monthly fees monthly in advance. They are payable by bank transfer within 14 days of the invoice date, unless direct debit has been agreed.

10.5 VAT treatment depends on the customer:

- Customer in Spain: 21% IVA.
- Business in another member state of the European Union with a valid VAT ID: not taxable in Spain, reverse charge (Art. 196 of Directive 2006/112/EC).
- Business in another member state of the European Union without a valid VAT ID: 21% IVA.
- Customer outside the European Union: not taxable in Spain.

If the customer is a business established in Spain, an IRPF withholding may apply; it will then be shown on the invoice.

10.6 If the customer does not pay on time, newways may charge late-payment interest under Spanish Law 3/2004. After two reminders and a grace period of at least 14 days, newways may suspend the recurring services until payment is received. The customer's ownership of their domain is not affected.

10.7 Prices remain fixed during the minimum term. Thereafter, newways may adjust prices with 60 days' notice; the customer may then terminate with effect from the date the adjustment takes effect.

11 Term, termination and change of plan

11.1 The minimum term is 24 months from the start of billing.

11.2 Thereafter the contract continues for an indefinite period and can be terminated monthly: either party may terminate it with one month's notice to the end of a calendar month. With the same notice, termination is possible with effect from the end of the minimum term.

11.3 Notice of termination must be given in text form; an email is sufficient. newways confirms receipt.

11.4 The customer may move to a higher plan at any time, effective from the next calendar month; the minimum term continues unchanged. The customer may move to a lower plan with effect from the end of the minimum term and thereafter with one month's notice to the end of a calendar month. The website is retained; care and services follow the new plan from the change.

11.5 Both parties' right to terminate for good cause remains unaffected. Good cause for newways exists in particular if the customer remains in arrears with payments despite two reminders and a grace period, or uses the services for unlawful content.

12 Fair exit

12.1 If the customer has to stop before the end of the minimum term, they may end the contract with one month's notice to the end of a calendar month.

12.2 The customer then pays, for each month remaining until the end of the minimum term, only the outstanding website share: €46 in Start, €104 in Plus or €183 in Pro, in each case excluding VAT. The plan at the end of the contract is decisive. The amount is due with the final invoice; on request, the customer may pay it in monthly instalments of this amount until the original end of the minimum term.

12.3 All other services end with the contract; no further monthly fees are charged.

12.4 Upon full payment of the outstanding website share, the customer acquires the rights to the website under clause 13.3.

12.5 If the contract ends before the end of the minimum term because newways terminates for good cause for which the customer is responsible, clauses 12.2 to 12.4 apply accordingly. Any further claims of newways remain unaffected.

13 Rights to content and website

13.1 Content supplied by the customer remains the customer's. The customer grants newways, for the term of the contract, the rights needed to provide the services.

13.2 During the term, the customer may use the website and the content created for them for their own business purposes (non-exclusive, non-transferable right of use).

13.3 After 24 paid monthly fees or, in the case of a fair exit, after full payment of the outstanding website share, the customer receives, without any further charge, the transferable right, unlimited in time and territory, to use, reproduce, distribute, make publicly available, modify and have modified the website created for them, including its design, texts and images. On request, newways hands over a complete copy of the website, database and mailboxes free of charge.

13.4 Excluded are newways' software (newways.suite, nwContentSuite, SENYA), newways' general tools, templates and know-how, and third-party components such as fonts, images, music or extensions, which are governed by their providers' licence terms. Where such components are needed to operate the website, the customer may continue to use them within the scope of those licences.

13.5 The customer may use the posts and reels created for them for their own advertising without time limit. Third-party music and images used in them are subject to their licence terms; newways points out any restrictions.

13.6 newways names the customer or shows their website as a reference only with the customer's consent.

14 Defects

14.1 newways remedies defects in the website throughout the term as part of the care service at no extra cost.

14.2 For the software, the availability and maintenance rules of its terms of use apply.

14.3 newways owes the agreed services, not a particular economic result such as rankings, reach or enquiries.

15 Liability

15.1 newways is liable without limitation for intent and gross negligence and for damage resulting from injury to life, body or health.

15.2 In cases of slight negligence, newways is only liable for breaches of essential contractual obligations, that is, obligations whose fulfilment makes the perfor-

mance of the contract possible in the first place and on whose fulfilment the customer may rely. Liability is then limited to the damage typical for the contract and foreseeable, and per calendar year to no more than the amounts paid by the customer in the twelve months before the event causing the damage.

15.3 For loss of data, newways is only liable for the cost of restoring it from the agreed backups.

15.4 newways is not liable for decisions of platform operators such as Google or Meta, for disruptions to their services, or for content supplied or approved by the customer.

16 Data protection, confidentiality and service providers

16.1 Insofar as newways processes personal data on behalf of the customer, for example in hosting, email, website forms and the software, the parties conclude a data processing agreement under Art. 28 GDPR at the start of the contract.

16.2 The parties treat each other's confidential information as confidential, including after the end of the contract.

16.3 newways may use service providers, for example for the data centre, domains and individual tasks, and remains responsible for their services.

17 End of the contract

17.1 At the end of the contract, the customer receives the auth code for their domain. If the customer has acquired the rights under clause 13.3, newways hands over, on request, a complete copy of the website, database and mailboxes.

17.2 Mailboxes and software remain accessible for export for 30 days after the end of the contract. The data is then deleted unless a statutory retention obligation applies.

17.3 On request, newways continues to run the website, domain and mailboxes after the end of the contract at the hosting prices then in force.

18 Changes to these terms

18.1 newways may change these terms with 60 days' notice by email, provided the change is reasonable for the customer, for example because of a change in the law or new features. This does not change prices or the scope of services during the minimum term.

18.2 If the customer does not object before the change takes effect, the new terms apply; newways expressly points out this consequence in the notice. If the customer objects, the previous terms continue to apply.

19 Final provisions

19.1 Spanish law applies, excluding the UN Convention on Contracts for the International Sale of Goods.

19.2 The place of jurisdiction for disputes with businesses is Palma, to the extent that this can be validly agreed.

19.3 The Spanish version of these terms is authoritative. The German and English versions are for information purposes.

19.4 Amendments and additions to the contract must be made in text form.

19.5 If any provision is invalid, the remaining provisions remain valid.

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