



Article 1 – Definitions

1. Fullmotion: Yor-Service, established in Groningen, the Netherlands, Chamber of Commerce no. 74381083.
2. Customer: the party which Fullmotion has entered into an Agreement with.
3. Parties: Fullmotion and Customer together.
4. Digital Products: Product Research performed by Fullmotion in the form of the “Deep Research Report” and/or the “Success Report” (hereinafter referred to as the “Research Reports”) as well as the Growth membership and Member Dashboard, including any other subscriptions, service, licenses, courses, coaching sessions, recordings, data-sheets, pdf’s, reports, (video-)calls or any other digital products that Fullmotion may offer.
5. Researched products: Researched Products are product opportunities identified by Fullmotion through Pre-Research and in-depth (‘Deep-’)Research based on data such as keyword trends, demand, and competition. A Researched Product includes the exact product analyzed and any direct variation marketed under the same Main Keyword. The term ‘model’ includes variations that share the same core function, category, or Main Keyword as described in the original Research Report, including updates in size, material, packaging or presentation.
6. Main Keyword: The most relevant and high-volume search term used to optimize the product’s visibility, ranking, and discoverability on Bol.com, as identified in the Research Report. Variations and closely related search terms are included within this scope. These products may be subject to exclusivity and revenue-based commission terms as outlined in the Agreement.

Article 2 – Applicability

1. These terms and conditions (“Terms and Conditions”) are applicable to any Agreement between Fullmotion and Customer. An Agreement is closed when Customer orders a Digital Product or by completing an application form upon submission of the application form and payment, as outlined in Articles 3, 4 and 5 respectively.
2. By completing the application form, placing an order, or submitting payment, Customer explicitly agrees to be bound by these Terms and Conditions. These Terms form an integral part of any Agreement and override prior verbal or written discussions.
3. Customer confirms they are acting in a business-to-business (B2B) capacity and agree that consumer rights (e.g. “herroepingsrecht”) do not apply.
4. An Agreement is finalized upon Fullmotion’s written or electronic confirmation of Customer’s application and receipt of payment.
5. Other than the details that are given in the application form, all figures that are given on the website or by Fullmotion in any other way are indicative and approximate figures only.
6. Parties can only deviate from these Terms and Conditions after having explicitly agreed upon such a deviation in writing.



7. Parties expressly exclude the applicability of any terms and conditions of Customer or any third parties.
8. Discounts or free subscription periods do not alter the validity of these terms.

Article 3 – Growth Membership ('Groeiplan' in Dutch) & Member Dashboard

1. Customer becomes a Growth Member upon completing the application form on Fullmotion's website and making the initial payment via Plug&Pay. Customer acknowledges and agrees to the commission terms as a legally binding obligation explicitly by accepting these Terms & Conditions and confirming payment via Plug&Pay, including after cancellation. A required checkbox for Commission Terms acceptance is integrated in the payment process.
2. All payments for the Growth Membership and related services—whether monthly, quarterly, or annually—must be made through Fullmotion's official Plug&Pay checkout. Unauthorized chargebacks are strictly prohibited and may result in immediate access termination and legal enforcement.
3. **Each quarter** (a three-month period starting from the payment date), Customer can choose between a Researched Product from Fullmotion's Pre-Research or opt for the Flying Start Course (Article 4), where Fullmotion provides guidance to identify their own Researched Product based on Main Keywords, defined as the most viable option. Both choices fall under the 'Quarterly Plan', which includes a Deep Research analysis conducted by Fullmotion (Article 5).
 1. The number of Researched Products selected for Deep Research by Fullmotion determines the commitment period under the Quarterly Plan.
 2. Once a Quarterly Plan is confirmed via call or written agreement, a three-month payment commitment becomes mandatory, starting either from the end of the last completed term or from the date of confirmation after a completed term. This commitment overrides the monthly cancellation option for the duration of the Quarterly period.
4. **Each month**, Customer can select their preferred form of support, either CRO (Conversion Rate Optimization) consultations using Fullmotion's systems or personalized 1:1 coaching sessions.
 1. It is Customer's responsibility to select their monthly support option on time. This selection must be made within the same month, with a 10-day grace period extending into the following month. A full month is counted from the date the membership began.
 2. If Customer fails to use available monthly choices (such as CRO consults, coaching sessions, or support tools) within the designated time frame—unless due to valid force majeure (see Article 14.2)—those rights will expire automatically without compensation, transferability, or refund.
5. Commission details, including enforcement and settlement, are governed by Article 3A (See Article 3A1-3A.24 for full commission details) and penalties are defined in Article 12.



6. After the initial confirmed term (3, 6, 9, or 12 months), the Growth Membership automatically renews for successive 3-month periods, unless terminated by Customer with at least 14 days' written notice (by e-mail or Whatsapp) before the next renewal date.
7. All subscription payments are processed via Plug&Pay, which automatically sends payment reminders, including notifications for upcoming renewals and failed payments. Customer will receive an email reminder from Plug&Pay a few days before each upcoming payment, depending on the configured subscription settings. These automated reminders are considered sufficient legal notice for upcoming or failed payments. It is Customer's responsibility to ensure deliverability.
 1. Customer is responsible for ensuring deliverability of Plug&Pay emails. In the event of non-delivery, the default schedule of recurring payments as per the Agreement remains enforceable. These automated reminders serve as valid legal notice for renewals.
8. Fullmotion will confirm the cancellation in writing upon receipt of such notice. Cancellation is only valid once confirmed by Fullmotion in writing.
9. For every successful new purchase of €2.500 or more, on which Fullmotion's commission applies, Customer is entitled to a one-month (1) payment break without canceling their membership. During this month, Customer cannot request any of Fullmotion's services. This payment break is part of a Quarterly Plan and directly linked to a new three-month commitment period, which will automatically start after the one-month payment-break. Customer must indicate this preference at least 14 days before the start of the next quarter, for example, at the time of purchase.
10. In case of force majeure, preventing Customer from fulfilling obligations, they must notify Fullmotion immediately. Together, a solution will be assessed, such as temporary suspension, plan adjustments, or alternative arrangements, confirmed in writing. Force majeure does not waive outstanding payments or commissions. If it persists, both parties will re-evaluate the agreement.
11. If Customer has no interest in using the coaching sessions or consultations, they may request to exchange them for an additional Researched Product. This request must be made in advance, before the start of the month in question. An additional fee may apply, depending on Customer's monthly plan.
12. Fullmotion reserves the right to reject a renewal or terminate a membership at its discretion.
13. Access to the Growth member dashboard is permitted with multiple email addresses, provided they are linked to the same Customer company.
14. Access to the Growth Member Dashboard or any other Digital product is terminated immediately if payments are missed or the subscription term ends without renewal.
15. If Customer transfers the company or associated brand to a new owner, all commission obligations and exclusivity rights automatically transfer unless agreed otherwise in writing.

Article 3A – Commission Terms & Exclusivity

1. All Researched Products provided by Bolmotion are subject to a 3% revenue-based **commission**, payable every three months. This commission decreases by 1% per 12



full months of sales. Ending after 36 full months in stock per model. A month only qualifies if the Researched Product is actively available for sale and not marked as out of stock.

2. The commission remains applicable for all provided Researched Products as long as the Researched Products (with their associated Main Keywords) continue to be sold, regardless of membership status, marketplace, or webshop. Any week out of stock will extend the commission period by the same duration.
 1. New product models introduced within the same niche during the first 15 active months will start with a 3% commission, calculated per model.
 2. Models launched after the first 15 active months qualify for a reduced 2% commission, while models introduced in the third year will have a 1% commission, following the same structure.
3. To waive this commission, Customer must provide clear and verifiable proof (e.g., supplier chat history) of a recent and genuine purchase intent before the selection call. If no such intent is evident, the product will be considered Bolmotion's contribution, and the commission will apply after purchase.
4. The commission can be fully settled after 15 consecutive months of sales. If Customer opts for early payoff, they may make a lump-sum payment based on projected total revenue and commission. Projected revenue shall be calculated based on the growth trend between the most recent full quarter and the same quarter in the previous year (e.g. Q4 compared to Q4 of the year before). This comparison accounts for seasonal variance. Where relevant, the average revenue of the last two quarters may be used to support the growth trend analysis, but not as the sole basis for the projection. Once all models tied to the Main Keyword are paid off, Customer may expand commission-free. All buyouts are subject to approval and payment conditions under Article 3A.
5. Growth Members may include multiple suggested products in their procurement plan but are expected to select one product for in-depth research by Fullmotion for their Quarterly Plan.
6. Exclusivity shall only apply to Researched Products selected for Deep Research and confirmed by Fullmotion in writing, in accordance with Articles 3A.12-3A-24.
7. Customer must update Fullmotion on all purchased Researched Products previously discussed to ensure proper commission application. Failure to report purchases may result in estimated sales assessments with quarterly penalties.
8. Fullmotion is entitled to request verifiable data—such as purchase invoices, sales reports, product listings, Bol dashboard access, or API credentials—once per quarter to confirm compliance with commission obligations. Customer shall cooperate in good faith and provide reasonable access or documentation upon request.
9. Customer must provide accurate, quarterly revenue reports for all Researched Products. Failure to do so permits Fullmotion to estimate sales using comparable data. In the event of suspected underreporting, Fullmotion may request independent verification.
10. Failure to transparently report sales and revenue “every quarter” for commission payments allows Fullmotion to:



1. Estimate sales figures of the Researched Products. If the estimated commission exceeds the actual amount by more than 20%, Fullmotion will adjust future estimates accordingly.
 2. Customer retains the right to contest these estimations within 14 days of receiving the notice, by submitting verifiable and complete sales data related to the Researched Product(s). If no such data is submitted within this period, Fullmotion's estimation shall be deemed final and binding.
 3. In the event of failure to transparently report sales and revenue, Fullmotion reserves the right to apply estimated sales figures. If actual revenue cannot be verified, a quarterly penalty of €150 may be imposed retroactively, in addition to any applicable commission claims.
 4. Late payments incur a 1.5% monthly interest, plus collection costs where applicable.
 5. Enforcement of estimated commissions and related penalties shall follow the process outlined in Article 12.1.
11. Commission obligations remain enforceable for all Researched Products even if the membership is cancelled, as long as these products continue to be sold or marketed. This applies equally to Growth Members who proceed with any suggested product that was not formally selected for Deep Research unless explicitly waived by Bolmotion in writing.
12. Fullmotion grants **exclusivity** to Growth members under the following conditions:
13. Exclusivity means the Researched Product, based on its Main Keyword, will not be recommended to more than one (1) Growth member per sixty-five (65) listings visible under that Main Keyword on Bol.com, at the time exclusivity is granted. Exclusivity shall be valid under the conditions of Article 3A.14–3A.19.
14. Fullmotion is not liable for the evolution of the market after exclusivity is granted, only for the conditions at the moment of issuance.
15. This exclusivity applies only to Growth Members and remains valid for 18 months while the product is actively being sold.
16. Exclusivity applies if:
1. Customer commits to a minimum initial purchase of €8.500, or
 2. The product is successfully launched within 120 days of the Research Report delivery, provided that the standard commission arrangement remains applicable to the product.
17. Customer must:
1. Explicitly request exclusivity and obtain written confirmation from Fullmotion within 120 days of the Research Report;
 2. Continue to meet all commission obligations. Failure to do so terminates any exclusivity rights without further notice.
18. If Customer fails to achieve a first-page (top 25) position on Bol.com (based on the main keyword) within 6 months after product launch, Fullmotion may revoke exclusivity.



19. If a product is out of stock for over 4 weeks, exclusivity will be suspended and may lapse after 30 days, unless the delay is due to a valid reason approved by Fullmotion.
20. Fullmotion keeps an internal register of the Main Keywords, number of competitors on that date, date of given advice, launch-date in bol.com on that date for which exclusivity has been granted. Fullmotion's internal register will use public data from Bol.com's listing overview by main keyword.
21. In case of dispute, Fullmotion shall provide anonymized data, including screenshot or timestamp-based evidence of marketplace analysis at the moment exclusivity was granted.
22. Waiver or expiration of exclusivity for a Researched Product does not affect commission obligations unless explicitly waived in writing by Fullmotion.
23. In the event of overlap due to internal error, Customer is entitled to receive a commission waiver in full.
24. If Fullmotion is found to have granted exclusivity for the same product to multiple clients, Fullmotion will offer Customer an exclusive alternative product at no additional cost, and any commission obligations related to the original product will be waived in full.

Article 4 – Flying Start Course

1. Customer can make use of the Flying Start Course upon completing the application form on Fullmotion's website and making the initial payment via Plug&Pay.
2. Growth Members, as defined in Article 3, may apply for the Flying Start Course by notifying Fullmotion. When chosen, the Flying Start Course will count as their Quarterly Plan selection.
3. The Flying Start Course by Fullmotion aims to equip Bol.com sellers with the knowledge, skills, and tools to independently identify and source winning products. The offer includes:
 1. A Pre-Research Sheet (<https://fullmotion.id/pre-research>) that enables Customer to efficiently conduct preliminary research, helping them find high-potential products, aligned with Fullmotion's proven methodology.
 2. A Flying Start Course, recorded by Fullmotion, featuring structured training sessions guiding Customer step by step through all essential lessons for independent product research.
 3. Three validation checks, with personalized feedback provided via video, audio, recordings, or text as needed.
 4. Two online coaching sessions by Fullmotion, one during the filtering phase and one in the decision-making phase for the Deep Research Report
 5. A Deep Research Report conducted by Fullmotion, analyzing a "potential winner" based on Customer's product selection. The findings are presented via a personalized video delivery, including all data sheets, detailing everything relevant to the product's success.
4. Once Customer has identified the best product from their Pre-Research Sheet, Fullmotion will do its utmost to deliver the Deep Research Report within 3 weeks after product selection.



5. The Deep Research process follows the same terms and methodology as outlined in Article 5.
6. All materials provided in the Flying Start Course are for internal use only. Redistribution, resale, or reuse of these materials in public training or courses is strictly prohibited.
7. Unauthorized sharing or reuse of course materials may result in immediate access termination and penalties in accordance with Article 12.

Article 5 – Research Reports (Deep Research Report & Success Report)

1. Customer is responsible for correctly completing the Pre-Research application for a Product via "<https://fullmotion.id/aanvragen>".
2. Based on Pre-Research (analyzing potential bol.com markets to identify viable and actual investment opportunities), Fullmotion will present multiple (on average five) Pre-Research results (product suggestions, by Main Keyword) to Customer for discussion. Fullmotion aims to provide initial product suggestions within 30 days from the completion of the application form.
3. Customer must choose the preferred amount of Products they wish to pursue and confirm their selection by ensuring an upfront payment or active payment plan via Plug&Pay for the corresponding Research Report.
4. Customer is expected to select the amount of Researched Product suggestions for an in-depth Research (Deep-Research) performed by Fullmotion.
5. Unselected product suggestions remain exclusive to other Fullmotion clients. If Customer (non-Growth Member) proceeds with a non-selected suggestion, Fullmotion may charge for a Deep Research Report and impose a 5% revenue-based commission, retroactively applied from the first sale date onward. If Customer disputes the retroactive commission, they may request review with documentation. Fullmotion will assess the claim in good faith. This commission shall remain applicable for 36 months in total as the product (or any variation tied to the same Main Keyword) continues to be sold, regardless of membership status or platform.
 1. Use of suggested products without transparency may result in additional penalties, as described in Article 12.
 2. For Growth Members, commission rules and exclusivity are governed only under Article 3A and override this Article.
6. Customer must inform Fullmotion of any purchases or sales based on previously discussed products. Failure to report purchase or sales data—particularly in the first 18 months—may result in estimated revenue calculations and penalties under Article 12.
7. After the payment as described in paragraph 3, Fullmotion shall do its utmost to deliver the Research-Report for the Researched Product(s) Customer has chosen within 21 days.
8. For multiple Research Reports, the delivery time of 21 business days per report will be multiplied by the total number of reports purchased.
9. A 'Deep Research report' is an in-depth data analysis conducted using Fullmotion's advanced systems. It focuses on the selected product with the objective of launching it successfully on Bol.com and achieving strong sales performance. This research includes comprehensive



reports (data sheets) featuring analysis of keywords, market trends, competitor profiling, product model breakdowns or success indicators, and a SWOT analysis with additional strategic insights.

10. Customer remains responsible for continuing the sourcing process by identifying and securing available product models from suppliers.
11. A 'Success Report' includes both Pre-Research conducted by Fullmotion and a Deep Research report, providing a complete data-driven foundation for making informed product decisions.

Article 6 – Prices and payment terms

1. All prices are in Euro (€) and exclusive of VAT. For EU-based business customers with a valid VAT number, the reverse charge mechanism ("BTW verlegd") applies; for non-EU clients, Dutch VAT may be exempt under export rules.
2. As this Agreement applies exclusively to business-to-business transactions, the statutory right of withdrawal ("herroepingsrecht") does not apply. All payments are non-refundable unless Fullmotion fails to deliver the Digital Product within 45 days, or unless explicitly agreed otherwise in writing. Refunds may be prorated based on partial delivery.
3. Fullmotion is entitled to adjust the prices for its Digital Products as shown on its website or otherwise stated by Fullmotion at any time. If a price change affects an ongoing subscription or Agreement, Fullmotion shall notify Customer at least 30 days in advance.
4. Customer has the right to terminate the Agreement before the next renewal if they do not agree to the new pricing. Fullmotion may adjust its prices annually based on the CBS consumer price index (CPI) with a minimum notice period of 30 days.
5. The payment terms stated in these Terms and Conditions or otherwise communicated by Fullmotion are fatal payment terms. This means that if Customer fails to pay the full agreed amount before the end of the term, they will be in default without the need for a further notice or reminder from Fullmotion.
6. All payment obligations remain enforceable regardless of Customer's usage, activity level, or participation. Illness, travel, or personal absence does not void the obligation to pay, unless explicitly approved by Fullmotion in writing under Articles 3.10 or 14.2.
7. Fullmotion reserves the right to make the delivery of the Digital Product conditional upon immediate payment or to require additional payment assurances in order to ensure that the Digital Product will be fully paid.
8. All fees that are paid by Customer are non-refundable unless otherwise agreed. Customer does not have the right to settle any payment obligation to Fullmotion with any claim it may have on Fullmotion.
9. Invoicing errors must be reported within 14 days.
10. Commission payments must be calculated and submitted every quarter. Failure to transparently report sales and revenue allows Fullmotion to:
 1. Estimate sales figures of the Researched Products. If the estimated commission exceeds the actual amount by more than 20%, Fullmotion will adjust future estimates accordingly.



2. Customer retains the right to contest these estimations within 14 days of receiving the notice, by submitting verifiable and complete sales data related to the Researched Product(s). If no such data is submitted within this period, Fullmotion's estimation shall be deemed final and binding.
 3. Impose a €150 penalty, enforced through collection measures, including debt collection services if necessary.
 4. Late payments incur a 1.5% monthly interest, plus collection costs where applicable.
 5. Penalty enforcement due to non-reporting shall be governed by Article 12.
11. Refusal to pay may result in immediate debt collection proceedings.
12. In the event of a merger, acquisition, or transfer of business ownership, all rights and obligations under this Agreement, including commission terms and exclusivity, shall remain enforceable against the original and/or successor entity unless explicitly waived by Fullmotion in writing.

Article 7 – Performance of the Agreement

1. Fullmotion will execute the Agreement to the best of its knowledge and ability, adhering to professional standards and good workmanship.
2. Fullmotion is not liable for damages unless those damages are the direct result of intentional misconduct or clear and demonstrable gross negligence.
3. Fullmotion will make every effort to deliver the Research Report within 21 days after Customer has made the product selection as outlined in Articles 3, 4, and 5, and the payment or payment obligation has been confirmed. However, this is not a fatal deadline and remains a best-effort obligation only.
4. In the event that Fullmotion cannot start the performance of the Agreement because Customer has not supplied all the information Fullmotion requires in time, this may result in a delay of delivery of the Digital Product for which Fullmotion is not responsible.
5. In the event of non-performance, Customer may opt for a replacement Research Report, refund, or discount, subject to mutual agreement.
6. If Fullmotion is unable to fulfill its obligations, it will seek a mutually acceptable solution with Customer. If no resolution is found, Fullmotion may offer a full or partial refund in accordance with Article 8 or through written agreement.
7. Fullmotion may subcontract the complete or part of the performance of the Digital Products to third parties.

Article 8 – Complaints

1. It is Customer's responsibility to inspect the Digital Product upon receipt for any defects or shortcomings that render it unusable.
2. If any shortcomings are found, Customer must notify Fullmotion in writing within 14 days of receiving the Digital Product.



3. In such a notification Customer shall give a detailed description of the shortcomings as well as demonstrate that the complaint relates to Digital Product and the Agreement between the Parties, so that Fullmotion is able to respond adequately.
4. If the complaint is valid, Fullmotion may choose to repair, replace, or offer a comparable Researched Product of equal or greater value, at no cost. Only if repair or replacement is not reasonably possible or fails to resolve the issue, Fullmotion may offer a (partial) refund at its discretion.
5. Complaints will not be deemed valid if:
 1. The issue does not materially affect usability;
 2. The complaint is based on subjective preferences, personal expectations, or minor differences;
 3. Customer has failed to comply with usage instructions or altered the product.

Article 9 – Liability and indemnity

1. Customer is and stays fully responsible for all their actions during, before and after the investments or sales they made, supported by Fullmotion's service.
2. Customer is solely responsible for ensuring compliance with patents, trademarks, intellectual property rights, and for handling any legal claims related to infringement or regulatory violations.
3. Even though Fullmotion strives to provide Customer with great Researched Product advice, Fullmotion is not responsible or liable for any consequences thereof, relating to the sale of the concerned Researched Products or any other actions that Customer takes based on such advice.
4. Customer acknowledges that all product research, advice and reports are intended to support business decisions, but do not guarantee market performance or legal safety. Fullmotion is not liable for indirect loss, including but not limited to business failure, platform bans, or IP-related conflicts.
5. In no event shall Fullmotion be liable to Customer for any losses, damages or expenses suffered or incurred by Customer arising from or related to the Agreement, except for liability arising out of gross negligence or willful misconduct.
6. If Fullmotion is found liable for any damages or losses, its total cumulative liability shall be limited to the total invoiced amount actually paid by Customer for the specific Digital Product(s) related to the claim, within the preceding 12 months, except in cases of gross negligence or willful misconduct.
7. In no event shall Fullmotion be liable for any indirect, incidental or consequential loss or damages, such as lost profit, lost investments, lost savings or loss of reputation, howsoever and whatsoever arising under or in connection with the Agreement.
8. Customer shall indemnify, defend and hold harmless Fullmotion against all third-party claims that are related to any Digital Products supplied by Fullmotion.

Article 10 – Intellectual property



1. Fullmotion owns and retains all intellectual property rights (including copyright, patent rights, trademark rights, design and design rights, etc) on all designs, drawings, writings, data sheets, data carriers and all other information, quotations, images of, in or relating to the Digital Products.
2. Customer is granted a non-exclusive, non-transferable license to use the Digital Product solely for internal business purposes, in accordance with the Agreement and these Terms and Conditions.
3. Customer is not permitted to reproduce, modify, disclose, or otherwise make the Digital Product or its content available to third parties, unless explicitly authorised in writing by Fullmotion. Violation of this clause may also trigger penalties under Article 12.
4. Customer remains fully responsible for any breach of these Terms committed by employees, contractors, affiliated parties, or any third party using Fullmotion's services or dashboard under Customer's account or company.

Article 11 – Confidentiality

1. The Parties keep any information they receive (in whatever form) from the other Party confidential. The receiving Party shall treat the disclosing Party's information with at least the same degree of care as it would use in respect of its own information of similar importance, but in any event a reasonable level of care. In particular, the receiving Party shall not disclose, publish, disseminate or make accessible the disclosing Party's information, in whole or in part, in any way or form, to third parties other than to its employees or employees of partners on a need-to-know basis and to the extent necessary for the purpose of this Agreement.
2. The same applies to all other information concerning Fullmotion of which Customer knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Fullmotion.
3. Fullmotion reserves the right to monitor marketplace listings for unauthorized reproduction of Digital Products and will pursue legal remedies as appropriate.
4. The restrictions and obligations in this clause shall not apply to the disclosing Party's information, which:
 1. is or has become generally available to the public other than as a result of a disclosure by the receiving Party;
 2. was received by the receiving Party from a third party and not indirectly from the disclosing Party in violation of any obligation of secrecy or non-use;
 3. was in the possession of the receiving Party prior to disclosure or is developed independent from such confidential information, as is shown by competent evidence; or
 4. is required to be disclosed by virtue of a court order or statutory duty.
5. The confidentiality obligation described in this article applies for the duration of the Agreement and for a period of 5 years after the end thereof.



6. Customer must notify Fullmotion in writing of any changes to its company name, legal structure, KvK registration, VAT number, or business ownership within 30 days of such changes. Failure to do so may result in suspension of services or reassessment of obligations, including exclusivity or commission terms.

Article 12 – Penalties

1. In the event of non-transparency or unauthorized use of Researched Product suggestions (Article 5.4), Customer shall owe Fullmotion a compensatory fee of €2.500 per violation. Additionally, Fullmotion may claim a default commission of up to 7% of estimated total gross revenue for the product if sales data is withheld. Estimated gross revenue shall be based on comparable market data and historical trends from similar listings on Bol.com or provided sales reports, as described in Article 3A.10, which outlines the methodology for estimating sales based on available market benchmarks. These amounts are intended as pre-estimated damages for loss of exclusivity and commercial opportunity, not as punitive measures.
 1. If the violation continues after Fullmotion has notified Customer, a daily fine of 5% of the initial €2.500 may be imposed, up to a maximum total penalty of €7.500 per violation. This compensation may be reduced or increased based on evidence of actual damages, in accordance with Dutch law.
 2. If Fullmotion estimates Customer's sales figures due to lack of timely or complete revenue reporting, as referenced in Articles 3A.9 and 6.8, Customer retains the right to contest these estimations within 14 days of receiving the notice by submitting verifiable and complete sales data related to the Researched Product(s). If no such data is submitted within this period, Fullmotion's estimation shall be deemed final and binding.
 3. Violation of commission obligations—such as selling unapproved suggestions (Article 5.5) or continuing sales after exclusivity lapses (Article 3A.11)—may result in penalties as described herein.
2. In the event that Customer violates any provisions of Article 10 (Intellectual Property) or Article 11 (Confidentiality), Customer forfeits an immediately due and payable fine of €7.500 to Fullmotion for each violation and additionally an amount of 5% of the aforementioned amount for each day that such violation continues, up to a maximum of €15.000 per violation.
3. No prior notice, formal default, or legal proceedings shall be required for the enforcement of the penalties described in this Article. The forfeiture of the fines referred to in this article shall not affect any other rights that Fullmotion may have including but not limited to the right to claim compensation in addition to the fine.
4. Customer acknowledges that these penalties represent reasonable and proportionate pre-estimates of Fullmotion's damages resulting from loss of exclusivity, withheld performance data, competitive disadvantage, or unauthorized use of Digital Products.
5. If Customer is found to have misrepresented or withheld material information such as sales figures, purchase records, or usage of Fullmotion's product suggestions, Fullmotion reserves the right to suspend services immediately, revoke exclusivity, and impose the maximum penalties described in this Article.



6. These penalty amounts reflect pre-estimated damages for violation of exclusivity, non-transparency, and unfair competition, and are designed to protect Fullmotion's legitimate business interests.
7. Penalties shall be governed under Dutch civil law, including Article 6:94 BW regarding reasonableness.

Article 13 – Duration and termination

1. The Agreement shall come into effect upon submission of the application form and receipt of payment, in accordance with Article 2.1 and it shall remain in effect until the obligations of these Terms and Conditions have been fulfilled.
2. Both Parties may terminate this Agreement at any time for a material or persistent breach by the other Party. Where such breach is capable of being remedied, a Party may only terminate if the breaching Party has not remedied such breach within 30 days after giving a written notice of such breach.
3. The provisions of Article 9 (Liability and indemnity), 10 (Intellectual Property), 11 (Confidentiality) and 12 (Penalties), and any other provisions which by their nature are intended to survive, shall survive termination of the Agreement.
4. Termination shall not entitle Customer to a refund of paid fees unless otherwise agreed or unless covered under Article 8.

Article 14 – Force majeure & Inability

1. Any delay or non-performance of Fullmotion caused by conditions beyond its reasonable control, including, without limitation, strike, labor shortage or disturbance, accident, war or civil disturbance, fire, flood, epidemic, unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, platform limitations, system errors, government measures, bad weather conditions and work stoppages, shall not constitute a breach of the Agreement and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
2. In the event of force majeure that temporarily prevents Customer from fulfilling their obligations—including but not limited to illness, accident, natural disaster, or major platform/system outages—Customer must notify Fullmotion in writing within five (5) working days. Upon mutual agreement, a temporary suspension, extension, or alternative arrangement may be granted, unless a pause is approved under Article 3.10.
3. If illness or incapacity prevents participation, Customer must notify Fullmotion within five working days, including an estimate of the impact. If Customer fails to notify Fullmotion within 5 working days, they may forfeit the right to claim plan adjustments, payment pauses, or commission waivers.
4. Customer account suspension or delisting by platforms such as Bol.com shall not constitute force majeure.
5. Force majeure does not automatically release Customer from payment obligations, unless explicitly approved by Fullmotion in writing, as outlined in Article 3.10 and 14.2.



6. A valid force majeure event does not entitle Customer to any refund, credit, or compensation unless specifically approved in writing by Fullmotion.
7. In the event that a force majeure situation as described in paragraph 1 has lasted more than 45 calendar days, both Parties are allowed to terminate the Agreement with regard to the affected Digital Product in writing.

Article 15 – Data Protection

1. Fullmotion processes personal data of Customer and its representatives in accordance with the General Data Protection Regulation (GDPR) and the Dutch GDPR Implementation Act (UAVG). This includes, but is not limited to, contact details, payment information, and platform usage data.
2. Fullmotion acts as the data controller for data collected to manage Customer relationship, fulfil agreements, and deliver its services. The legal bases for such processing are the performance of a contract and Fullmotion's legitimate interest in managing its business operations.
3. In cases where Bolmotion processes data on behalf of Customer (such as within analytics dashboards or tools used in the Growth Membership), Fullmotion shall act as a data processor. In such cases, a separate Data Processing Agreement (DPA) will apply, which Customer agrees to enter into if applicable.
4. Fullmotion may use anonymized results, performance metrics, or general descriptions of Customer's use of services for marketing purposes unless Customer explicitly opts out in writing.
5. Fullmotion will implement appropriate technical and organizational measures to protect Customer personal data from unauthorized access or loss.
6. In case of a data breach, Fullmotion will send an official report to the 'Autoriteit Persoonsgegevens' within 72 hours of the event and will notify all Customers.
7. Customer agrees to cooperate with lawful data access requests as required by Dutch or EU authorities.
8. The way that Fullmotion processes personal data is described in the privacy policy, which can be found here: "<https://fullmotion.id/privacy-policy>".

Article 16 – Subcontracting or transfer of rights

1. Customer is not allowed to subcontract or transfer any of its rights arising from any part of the Agreement to third parties without the prior written consent of Bolmotion.

Article 17 – Waiver of rights

1. A failure by Fullmotion to enforce a provision of the Agreement or these Terms and Conditions will not constitute a waiver of any right to future enforcement of that or any other provision.

Article 18 – Unenforceable, invalid or illegal terms

1. If one or more provisions of the Agreement or these Terms and Conditions are unenforceable, invalid or illegal, the other terms shall remain in force.



2. Any provision that is unenforceable, invalid or illegal shall be replaced by a provision that is enforceable, valid and legal and comes closest to the intent behind that provision.

Article 19 – Changes in Terms and Conditions

1. Fullmotion is at all times entitled to amend these Terms and Conditions.
2. Fullmotion shall do its utmost to notify Customer in advance of any substantial changes to the Terms and Conditions.
3. Customer is entitled to terminate the Agreement in the event of a substantial change to the Terms and Conditions.

Article 20 – Applicable law and competent court

1. These Terms and Conditions and the Agreement shall be exclusively governed by Dutch law.
2. These Terms and Conditions constitute the entire agreement between the Parties and supersede all prior communications, understandings, and agreements, whether oral or written, relating to the subject matter herein.
3. The applicability of any general terms and conditions used by Customer is hereby expressly rejected, even if referenced in an order or communication.
4. Before initiating formal legal proceedings, the Parties shall first attempt to resolve the dispute through mediation, administered by a certified mediator in the Netherlands. Only if such mediation fails within 30 days may either party proceed to court.
5. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.
6. Any dispute arising out of or relating to these Terms and Conditions or the Agreement shall be exclusively submitted to the competent court in Groningen, The Netherlands.
7. In the event of a discrepancy between the Dutch and English versions of these Terms, the Dutch version shall prevail.

Door akkoord te gaan via het inschrijfformulier op www.fullmotion.id verklaart de klant deze voorwaarden te hebben gelezen en geaccepteerd.