

TERMS & CONDITIONS

outranq.ai

Edition 2026 — Version 1.0

outranq.ai is a brand of EcomResult BV
(KvK 72946911)

Professor J.H. Bavincklaan 2, 1183 AT
Amstelveen, The Netherlands

PART I — GENERAL PROVISIONS

1. Definitions

"outranq.ai": refers to the AI-powered SEO platform operated by EcomResult BV under the brand name outranq.ai, hereinafter referred to as "outranq.ai" or "the Platform".

"Client": refers to the legal entity or natural person acting in the course of their business or profession engaging outranq.ai for Services. These Terms apply exclusively to business clients (B2B). Consumer protection legislation does not apply.

"Services": refers to the AI-driven content generation and publication services provided by outranq.ai, including but not limited to keyword research, cluster strategy, pillar page creation, supporting article generation, and publication to the Client's CMS.

"Onboarding Fee": refers to the one-time setup fee charged upon commencement of the agreement, covering domain analysis, keyword research, cluster definition, and platform configuration.

"Subscription Fee": refers to the recurring quarterly or annual fee charged for ongoing Services.

"Content": refers to all articles, pillar pages, and supporting content generated and published by outranq.ai on behalf of the Client.

"Intellectual Property" / "IP": refers to all intellectual property rights including but not limited to copyrights, methodologies, prompts, AI models, frameworks, keyword research, cluster structures, platform data, reports, and analyses.

"Human in the Loop": refers to the optional feature enabling the Client to review and approve Content prior to publication.

"CMS": refers to the Client's Content Management System (e.g. WordPress, Webflow, Shopify) to which outranq.ai publishes Content via API integration.

"Written Notice": refers to a written communication sent by email to the registered email address of the receiving party. Written Notice is deemed received upon transmission. The Client is solely responsible for maintaining a valid and active registered email address.

"Subcontractors": refers to third-party AI providers, cloud infrastructure providers, and other technology suppliers engaged by outranq.ai in the delivery of Services.

"Domain": refers to a single website or web domain (e.g. www.example.com) to which outranq.ai publishes Content. Each Domain requires a separate subscription.

2. Applicability

These Terms & Conditions apply to all offers, agreements, and Services provided by outranq.ai. By engaging outranq.ai for Services, the Client agrees to be bound by these Terms.

These Terms apply exclusively to clients acting in the course of their business or profession. Consumers within the meaning of applicable consumer protection legislation are explicitly excluded from using the Services.

In the event of a conflict between a translated version of these Terms and the English version, the English version shall prevail in all cases.

3. Acceptance

By engaging outranq.ai for Services, paying the Onboarding Fee, signing an order confirmation, or using the Platform in any capacity, the Client is deemed to have read, understood, and irrevocably accepted these Terms & Conditions in full and without reservation.

outranq.ai may require explicit written or digital confirmation of acceptance as part of the onboarding process. Such confirmation constitutes additional evidence of acceptance but is not a condition for these Terms to be binding.

If the Client does not agree with these Terms, the Client must refrain from using the Services. Continued use of the Services constitutes unconditional acceptance.

4. Agreement Formation

An agreement is established upon written confirmation of the order by outranq.ai, or upon payment of the Onboarding Fee, whichever occurs first.

All quotes, estimates, and prices published on the outranq.ai website are indicative and constitute standard rates for new agreements. outranq.ai reserves the right to modify published prices at any time for new agreements without notice. Existing agreements are subject to the pricing agreed at the time of order confirmation.

Individual pricing arrangements, discounts, or deviations from published rates are only valid when confirmed in writing by outranq.ai and do not constitute a precedent for future pricing or a right for other clients.

The Services are provided per Domain. Each Domain requires a separate subscription and agreement. A single subscription does not cover multiple Domains unless explicitly agreed in writing.

PART II — SERVICES & OBLIGATIONS

5. Nature of Services — Effort Obligation & Standard of Care

outranq.ai shall provide the Services with reasonable care and skill. The obligation of outranq.ai constitutes an effort obligation (inspanningsverplichting) and explicitly not a result obligation (resultaatverplichting). outranq.ai makes no representation that the Services will be uninterrupted, error-free, or continuously available.

The Services are limited exclusively to the generation and publication of Content. outranq.ai provides no guarantee, warranty, or representation regarding the factual accuracy, completeness, technical correctness, SEO effectiveness, ranking improvement, traffic increase, or any other performance metric of the published Content.

outranq.ai does not have knowledge of the Client's specific industry, market, or technical subject matter. The Client is solely responsible for ensuring the accuracy and appropriateness of published Content for their business and audience.

No uptime guarantee or specific availability level is provided unless separately agreed in a written Service Level Agreement. In the absence of such agreement, outranq.ai will use reasonable efforts to maintain availability of the platform.

6. Subcontractors & Third-Party Providers

outranq.ai makes use of third-party AI providers, cloud infrastructure services, and other technology suppliers (Subcontractors) in the delivery of Services. outranq.ai reserves the right to engage, replace, or modify Subcontractors at any time without prior notice to the Client.

outranq.ai is not liable for any interruption, degradation, or failure of Services caused by Subcontractors. Such events may constitute Force Majeure as described in Article 25.

The Client acknowledges that changes in Subcontractor policies, pricing, or availability may affect the Services. outranq.ai shall use reasonable efforts to mitigate the impact of such changes but provides no guarantee of continuity of any specific technology or provider.

7. Acceptable Use

The Client shall use the Services exclusively for lawful purposes. The Client shall not use the Services to generate, publish, or distribute Content that is: (a) unlawful, defamatory, fraudulent, or misleading; (b) infringing upon the intellectual property rights of any third party; (c) promoting violence, discrimination, or hatred of any kind; (d) relating to illegal activities or substances; or (e) otherwise contrary to the values and reputation of outranq.ai.

This list is illustrative and not exhaustive. outranq.ai reserves the right to determine, acting reasonably, whether Content or use of the Services violates this article. Violation entitles outranq.ai to immediate suspension or termination without liability or refund, to the maximum extent permitted by applicable law.

8. Human in the Loop

outranq.ai expressly advises all Clients to enable the Human in the Loop functionality, which allows the Client to review and approve Content prior to publication.

If the Client chooses to disable Human in the Loop and enables automatic publication, the Client accepts full and exclusive responsibility for all Content published, including but not limited to factual inaccuracies, incompleteness, technical errors, legal non-compliance, and any infringement of third-party rights.

The choice to enable or disable Human in the Loop rests entirely with the Client. outranq.ai shall not be liable for any damages arising from Content published without prior Client review.

9. Client Obligations

The Client shall provide all information, access, and materials necessary for outranq.ai to deliver the Services in a timely manner. outranq.ai is not liable for delays or defects caused by incomplete or incorrect information provided by the Client.

The Client is solely responsible for maintaining a valid and active email address for official communications. Written Notices sent to the registered email address are deemed received regardless of whether actually read by the Client.

10. Modification of Services

outranq.ai reserves the right to modify, update, or enhance the Services at any time, including changes to AI models, methodologies, platform features, and technical implementation, provided that the core functionality of content generation and publication is maintained.

In the event of a material deterioration of the Services, the Client may terminate the agreement by Written Notice within 14 days of being informed of such change. If no such notice is received within 14 days, the modification is deemed accepted.

PART III — PAYMENT & SUBSCRIPTION

11. Onboarding Fee

An Onboarding Fee is charged upon commencement of each subscription. The Onboarding Fee is due in full prior to the start of Services.

To the maximum extent permitted by applicable law, the Onboarding Fee is non-refundable, including in cases of early termination, cancellation, non-usage, dissatisfaction with results, or force majeure. This reflects the immediate cost of onboarding activities performed by outranq.ai upon commencement.

12. Subscription Fee & Billing

The Client shall pay the Subscription Fee quarterly in advance. Each billing cycle covers a period of three (3) calendar months. The minimum subscription duration is three (3) months (one billing cycle). This minimum duration reflects the operational nature of content-based services and does not constitute a guarantee, representation, or commitment of any kind regarding the achievement of results within or after such period.

Annual billing: Clients may elect to pay twelve (12) months in advance. Annual billing entitles the Client to a 10% discount on the Subscription Fee. Annual subscriptions are, to the maximum extent permitted by applicable law, non-cancellable and non-refundable for the duration of the paid period.

All amounts are exclusive of VAT. Payment is due within 14 days of invoice date. Payment shall be made exclusively by bank transfer to the bank account stated on the invoice. outranq.ai does not accept credit card payments, PayPal, or other payment methods unless explicitly agreed in writing.

In the event of non-payment within 14 days of the invoice date, the Client shall be in default without further notice being required. outranq.ai is entitled to: (a) suspend Services immediately; (b) charge statutory commercial interest (wettelijke handelsrente) from the due date until full payment; and (c) charge extrajudicial collection costs

of 15% of the outstanding amount, with a minimum of EUR 250, in addition to any judicial costs incurred.

outranq.ai may increase the Subscription Fee annually by a maximum of 8% based on the CBS CPI services index. In the event of a demonstrable increase of more than 10% in underlying costs (including but not limited to AI provider costs, cloud infrastructure, or applicable regulation), outranq.ai may apply an additional price increase with 30 days written notice.

13. Cancellation & Termination by Client

Quarterly subscriptions may be cancelled by the Client by Written Notice received before the first day of the last month of the current billing quarter. Upon valid cancellation, Services continue until the end of the paid billing period. No refund or pro-rata credit is provided for any unused portion of a paid billing period, except where required by applicable law.

Example: A billing cycle from 1 April to 30 June may be cancelled by Written Notice received before 1 June. The subscription ends 30 June. Written Notice received on or after 1 June results in the next billing cycle (July–September) being invoiced and fully due.

Annual subscriptions are non-cancellable for the duration of the paid annual period, except where required by applicable law.

outranq.ai reserves the right to terminate the agreement with one (1) month written notice without cause, or immediately in the circumstances described in Articles 23 and 24.

14. Automatic Renewal & Renewal Notice

All quarterly subscriptions renew automatically for successive periods of three (3) months unless validly cancelled in accordance with Article 13. outranq.ai will send the Client a renewal reminder by email at least 14 days before the start of each new billing cycle. The Client remains responsible for timely cancellation regardless of whether the reminder is received. Automatic renewal cannot be reversed retroactively.

PART IV — INTELLECTUAL PROPERTY

15. Ownership of IP

All Intellectual Property of outranq.ai — including but not limited to the platform, AI models, prompts, methodologies, keyword research, cluster structures, topical authority frameworks, reports, analyses, dashboards, and all other platform data — remains the exclusive property of outranq.ai at all times.

No licence, transfer, assignment, or right of use in respect of any such Intellectual Property is granted to the Client, explicitly or implicitly, regardless of the nature or duration of the agreement or the amounts paid.

16. Transfer of Content Rights

Upon full payment of all amounts due, outranq.ai transfers to the Client a non-exclusive right to use the Content published on the Client's CMS prior to termination. This transfer is limited exclusively to the published Content and does not include any underlying IP, methodology, strategy, prompts, or data.

In the event of outstanding payment at the time of termination, no Content rights are transferred until all outstanding amounts have been received in full.

outranq.ai has no obligation to retain, archive, or provide copies of any Content, data, or platform information after termination. No data export or backup obligation exists unless explicitly agreed in writing. The Client is solely responsible for securing any Content it wishes to retain prior to termination.

17. Confidentiality

The Client shall keep confidential all non-public information of outranq.ai, including but not limited to methodologies, prompts, strategic frameworks, cluster structures, and internal processes, both during and for a period of two (2) years following termination of the agreement.

This confidentiality obligation does not apply to information that is publicly available through sources other than the Client's breach, or to general industry concepts and terminology that are publicly known.

PART V — LIABILITY & DISCLAIMERS

18. No Guarantee of Results

outranq.ai makes no warranty, guarantee, or representation of any kind regarding the achievement of any specific rankings, traffic levels, visibility, or performance metrics on any search engine, LLM, AI platform, or other digital channel. SEO and AI visibility results are influenced by factors entirely outside the control of outranq.ai, including but not limited to algorithm changes, market conditions, competition, domain authority, and the Client's own actions.

Any estimates, projections, or indicative figures provided by outranq.ai are for informational purposes only and do not constitute a guarantee or commitment of any kind. No rights may be derived from such estimates.

19. Limitation of Liability

To the maximum extent permitted by applicable law, the total liability of outranq.ai for any and all claims arising out of or in connection with the Services shall be limited to the Subscription Fee paid by the Client for one (1) calendar month at the applicable subscription rate. This cap applies to all claims in aggregate during any twelve-month period.

To the maximum extent permitted by applicable law, outranq.ai shall not be liable for any indirect, consequential, incidental, or special damages, including but not limited to loss of revenue, loss of profit, loss of data, loss of business opportunity, loss of goodwill, or reputational damage, regardless of the quality or nature of the Content published or the cause of the claim.

This limitation applies regardless of the legal basis of the claim — whether in contract, tort, or otherwise — and applies even if outranq.ai has been advised of the possibility of such damages.

Notwithstanding the foregoing, nothing in these Terms limits or excludes the liability of outranq.ai for: (a) intentional misconduct (opzet) or wilful recklessness (bewuste roekeloosheid) by the statutory directors of outranq.ai; or (b) any liability that cannot be excluded or limited under applicable mandatory law.

The liability limitations in these Terms apply exclusively to outranq.ai. No reciprocal liability limitation applies in favour of the Client, whose liability to outranq.ai remains unrestricted, except as expressly stated in these Terms.

20. Liability for Content

outranq.ai acts solely as a technology provider and content generator, comparable to a printer who bears no responsibility for the content it prints. To the maximum extent permitted by applicable law, the Client is solely and exclusively responsible for all Content published through the platform, including but not limited to its factual accuracy, completeness, compliance with applicable laws and regulations, and any infringement of third-party intellectual property rights.

To the maximum extent permitted by applicable law, outranq.ai disclaims all liability arising from published Content, regardless of whether such Content was reviewed by the Client prior to publication or published automatically.

The Client shall indemnify and hold outranq.ai harmless from any and all claims, damages, fines, penalties, legal costs, and expenses arising from or related to published Content, except where such claims arise directly from the gross negligence or intentional misconduct of outranq.ai.

21. Limitation of Personal Liability

The Client agrees that any liability under this agreement is limited to outranq.ai as a legal entity. Directors, shareholders, employees, and any affiliated, parent, or holding companies and their respective directors and shareholders shall not be personally liable for any claims, damages, or obligations arising under this agreement, except in cases of intentional misconduct or wilful recklessness as defined under Dutch law.

PART VI — SUSPENSION & TERMINATION

22. Suspension for Non-Payment

In the event of non-payment within 14 days of the invoice due date, outranq.ai reserves the right to suspend Services immediately and without notice. Suspension does not release the Client from any payment obligations. All fees for the current billing period remain due in full.

Access to the platform, dashboard, and all outranq.ai tooling will be suspended. Content already published on the Client's CMS will remain in place. outranq.ai has no obligation to restore Services until all outstanding amounts, including interest and collection costs, have been paid in full.

23. Immediate Termination

outranq.ai may immediately suspend or terminate the agreement without liability and without refund, to the maximum extent permitted by applicable law, if the Client: (a) uses the Services for unlawful purposes; (b) generates, publishes, or requests Content that is harmful, illegal, defamatory, or contrary to the values and reputation of outranq.ai; (c) engages in conduct materially damaging to the reputation or operations of outranq.ai; (d) behaves abusively towards outranq.ai staff; or (e) materially breaches these Terms.

In exercising its rights under this article, outranq.ai shall act reasonably and proportionately to the nature of the breach.

24. Termination for Insolvency

outranq.ai may terminate this agreement with immediate effect by Written Notice if the Client: (a) becomes insolvent or is unable to pay its debts; (b) files for or is subject to bankruptcy (faillissement) or suspension of payments (surseance van betaling); (c) enters into an arrangement with creditors; (d) is dissolved or liquidated; or (e) ceases business operations.

Upon termination under this article, all outstanding invoices become immediately due and payable. outranq.ai has no obligation to provide data export, Content delivery, or any other service until full payment has been received.

PART VII — GENERAL PROVISIONS

25. Governing Law & Jurisdiction

These Terms and all agreements between outranq.ai and the Client are governed by and construed in accordance with the laws of the Netherlands.

All disputes arising from or in connection with these Terms or any agreement shall be submitted exclusively to the competent court in Amsterdam, the Netherlands. This exclusive jurisdiction clause applies to all disputes regardless of the Client's place of establishment or residence.

In the event of a payment dispute, outranq.ai reserves the right to initiate legal proceedings immediately without prior mediation or consultation. For all other disputes, the parties shall first attempt to resolve the matter amicably within 30 days of Written Notice before initiating legal proceedings.

26. Force Majeure

Neither party shall be liable for failure or delay in the performance of its obligations caused by circumstances beyond its reasonable control, including but not limited to: natural disasters, pandemics, war or terrorism, government actions, power or internet outages, cyberattacks, failure of third-party AI providers or cloud infrastructure, or disruption of Subcontractor services.

The affected party shall notify the other party by Written Notice as soon as reasonably possible. If Force Majeure continues for more than 45 consecutive days, either party may terminate the agreement by Written Notice without liability to the other party. The Onboarding Fee remains non-refundable in all cases of Force Majeure, to the maximum extent permitted by applicable law.

27. Non-Disparagement

The Client shall not make, publish, or cause to be made or published any statement — whether oral, written, or digital, including but not limited to social media, review platforms, press, or communications to third parties — that is false, misleading, or materially damaging to the reputation, business, or operations of outranq.ai, its directors, employees, or affiliated companies.

For the avoidance of doubt, this article does not restrict: (a) truthful and factual statements about the Client's experience with outranq.ai; (b) good-faith opinions clearly expressed as such; or (c) any statement required by law or legal proceedings.

This obligation applies during the term of the agreement and for a period of two (2) years following termination. In the event of a material breach of this article, outranq.ai

reserves the right to terminate the agreement immediately and to seek compensation for damages through legal proceedings.

28. Amendments to These Terms

outranq.ai reserves the right to amend these Terms with 14 days Written Notice. The amended Terms will be made available to the Client prior to taking effect. Continued use of the Services after the notice period constitutes acceptance of the amended Terms.

In the event of a material deterioration of the Client's position under the amended Terms, the Client may terminate the agreement by Written Notice within the 14-day notice period. If no such notice is received, the amended Terms are deemed accepted. outranq.ai shall not exercise this right in a manner contrary to the principles of reasonableness and fairness (redelijkheid en billijkheid).

29. Assignment

outranq.ai may assign its rights and obligations under this agreement to a group company or acquiring party without the Client's prior consent. The Client may not assign this agreement or any rights hereunder without the prior written consent of outranq.ai. Any purported assignment by the Client without such consent is void.

30. Data Protection

Each party is responsible for its own compliance with the General Data Protection Regulation (GDPR) and any other applicable data protection laws in connection with the Services.

To the extent that outranq.ai processes personal data in the course of delivering the Services — including but not limited to technical data relating to the Client's website or users — each party shall determine its own role (controller or processor) based on the applicable facts and applicable law. outranq.ai does not automatically assume the role of data processor for the Client and shall not be obligated to enter into a data processing agreement unless the circumstances clearly require it under applicable law.

The Client is solely responsible for ensuring that any personal data it provides to outranq.ai, or that is processed in connection with the Services, is handled in accordance with applicable data protection laws. outranq.ai accepts no liability for the Client's failure to comply with its data protection obligations.

31. Severability

If any provision of these Terms is held invalid or unenforceable under applicable law, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects the original intent of the parties and is enforceable to the maximum extent permitted by applicable law.

32. Entire Agreement

These Terms, together with any written order confirmation, constitute the entire agreement between the parties and supersede all prior agreements, representations, and understandings relating to the subject matter hereof. Individual deviations from these Terms are only valid when confirmed in writing by an authorised representative of outranq.ai.

PART VIII — SEO & AI DISCLAIMER

The Services of outranq.ai focus on the generation and publication of content intended to support search engine optimisation and AI visibility. It is important to note that achieving specific rankings on search engines, LLMs, AI platforms, or any other digital channel cannot be guaranteed under any circumstances.

Keyword rankings, organic traffic, and AI visibility are influenced by various factors entirely beyond the control of outranq.ai, including but not limited to changes in search engine and AI platform algorithms, competitive market conditions, domain authority, Client-side technical factors, external economic conditions, and changes in the behaviour of AI systems.

Any estimates or projections regarding improvement of rankings, traffic, or related metrics are for informational purposes only and do not constitute any kind of guarantee, commitment, or contractual obligation. No rights may be derived from such estimates, and outranq.ai cannot be held liable for any changes or lack of changes in rankings, traffic, or visibility.

To the maximum extent permitted by applicable law, outranq.ai shall not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of revenue, loss of business opportunities, or loss of data, arising from the Services or from the performance or lack of performance of the Client's digital presence on any platform.

By engaging outranq.ai, the Client acknowledges and agrees to these terms and limitations in full.