

General Terms and Conditions

EuphoriaLabs E.E. / EuphoriaLabs L.P.

Version V1 | 17 September 2026 | English master for business contracts

Effective immediately from 17 September 2026. This version applies to a Customer's Agreement only when validly incorporated in accordance with section 2; it does not retrospectively amend existing agreements.

1. Provider and definitions

1.1 EuphoriaLabs E.E., also identified in English as EuphoriaLabs L.P. ("EuphoriaLabs", "we", "us"), is a Greek limited partnership at ΚΑΙΣΑΡΕΙΑΣ 12, 54454, ΘΕΣΣΑΛΟΝΙΚΗ, Greece (12 Kaisareias Street, 54454 Thessaloniki). Greek tax number (AFM): 802511621; EU VAT identifier: EL802511621; GEMI: 177759606000; competent tax office: ΚΕΦΟΔΕ ΘΕΣΣΑΛΟΝΙΚΗΣ. Registered activity supplied for identification: ΔΡΑΣΤΗΡΙΟΤΗΤΕΣ ΠΡΟΓΡΑΜΜΑΤΙΣΜΟΥ ΗΛΕΚΤΡΟΝΙΚΩΝ ΣΥΣΤΗΜΑΤΩΝ. Contact and complaints: info@euphorialabs.gr.

1.2 "Customer" means the contracting person or organisation. A "Consumer" is a natural person acting for purposes outside their trade, business, craft or profession, as determined by applicable law. A "Business Customer" is any Customer who is not a Consumer. Supplying a VAT number does not turn a private purchase into a business purchase.

1.3 "Agreement" includes the accepted quotation, order, statement of work and agreed amendments. "Deliverables" include software, designs, digital files and physical prints specified in the Agreement. "Written" includes email and an electronic record that can be saved. Business days exclude Saturdays, Sundays and public holidays in Greece. References to days otherwise mean calendar days.

2. Application, formation and existing agreements

2.1 These terms cover software development, freelance services, hosting, infrastructure and application management, email, domains, 3D modelling, digital model licensing and physical 3D printing through quotations, websites, marketplaces and in-person transactions. Only the provisions relevant to the purchased service apply. Business-only restrictions do not apply to Consumers.

2.2 Mandatory law and mandatory Consumer rights prevail. Subject to that, expressly agreed individual terms prevail over these terms. Annex B prevails on personal-data processing; applicable third-party licences govern only their own components. These terms do not automatically displace an existing data processing agreement. Conflicting documents must be reconciled before the affected work starts.

2.3 The applicable version must be supplied in a form the Customer can retain before acceptance. Agreements may be concluded by signature, express email acceptance or an appropriately designed checkout. An automatic receipt acknowledgement is not order acceptance unless it expressly says so. Additional charges require agreement. Consumer confirmations and mandatory information are provided on a durable medium.

2.4 Business Customers' purchasing terms are expressly rejected unless accepted by us in writing. Where the parties have exchanged conflicting terms, we will not assume that this clause alone resolves the conflict.

2.5 Existing agreements, accrued claims and earlier work are not changed by publication of this version or its appearance on an invoice. Replacement requires a valid agreed variation or a lawful existing variation mechanism, with any required notice and termination rights. Continued silence alone does not establish acceptance of new terms.

3. Scope, performance and changes

3.1 We perform with reasonable professional skill and care. Hourly, advisory and support engagements are obligations to exercise that skill and care, not guarantees of commercial success. Fixed-price work must nevertheless meet its agreed deliverable specifications. No term excuses failure to perform an expressly agreed obligation.

3.2 The Agreement identifies scope, dependencies, deliverables, prices, exclusions, responsibilities and any binding deadlines. Estimates are not fixed prices or guaranteed dates. Consumer delivery obligations in clause 17 remain applicable. We notify the Customer of material anticipated delay.

3.3 Changes to specifications, integrations, revision rounds or assumptions require agreement on their price and schedule consequences before additional chargeable work. A Customer instruction can authorise work in writing or by other legally effective conduct, but these terms do not authorise unspecified extra charges or unilateral budget increases.

4. Customer cooperation and instructions

4.1 The Customer supplies timely, accurate requirements, access, decisions, materials and an authorised contact. The Customer identifies intended uses, data categories, applicable sector requirements and relevant risks before work starts. We remain responsible for warnings, checks and other duties that applicable law places on a professional supplier.

4.2 The Customer must hold the rights and permissions needed for materials and instructions it supplies. Approval of dimensions, content or a design allocates responsibility for those approved choices, but does not waive hidden defects, agreed requirements, product safety or other mandatory rights.

4.3 Customer-caused delay may justify a reasonable extension and agreed or demonstrably authorised additional costs. Unused reserved capacity is chargeable only where a retainer or minimum-capacity commitment was expressly agreed. We do not invent a retainer from an hourly arrangement.

5. Fees, invoices and payment

5.1 Rates, fixed prices, retainers, prepaid hours, deposits, billing frequency and included revisions are governed by the Agreement. Without a different agreement, invoices are due within 30 days of invoice date. Invoices must be made available promptly; mandatory rules on receipt or minimum payment periods prevail. Deposits and advance billing require express agreement and compliance with applicable Consumer restrictions.

5.2 Business prices exclude VAT unless stated otherwise. Consumer prices include applicable taxes and disclose delivery and other unavoidable charges before commitment. Lawfully chargeable import duties or destination charges are disclosed, or their calculation and possible existence explained, before purchase.

5.3 Authorised hourly work is payable for time actually worked, including agreed meetings, investigation, coordination, reviews and preparation, not only committed code or the final output. Fixed fees and agreed retainers are not converted to hourly billing merely because supporting time records are provided. Records are evidence, not irrebuttable proof.

5.4 Funding discussions, investment proposals or discussions about paying in shares do not change an existing monetary payment obligation without an effective agreement to that change. Payment disputes must be described promptly; undisputed amounts remain payable. Any statutory right to withhold, set off, obtain a price reduction or recover money remains available where it cannot validly be excluded.

6. Late payment and proportionate suspension

6.1 Business overdue amounts may bear the applicable statutory commercial late-payment interest and legally recoverable collection costs. Consumer interest and collection costs arise only under the applicable statutory conditions. Where Dutch law requires a Consumer collection notice, it must allow at least 14 days beginning the day after receipt and correctly explain the collection costs.

6.2 Courtesy reminders may ordinarily be sent approximately 9 and 20 days after the due date. These are indicative administrative timings, not extensions of the payment term or substitutes for legally required notices.

6.3 Except for urgent security or unlawful-use situations under clause 22, payment-related suspension requires written warning identifying the debt, affected service and consequences, and at least 14 days to remedy, or a longer period required by law. Suspension must be proportionate and respect justified disputes and mandatory Consumer rights.

6.4 Suspension is not permission to destroy data, seize Customer-owned accounts or prevent a mandatory data export. Reasonable preservation and security measures continue. Reactivation charges must reflect disclosed, reasonable actual work and must not be charged where the suspension was unjustified.

7. Duration, termination notice and continued work

7.1 Unless the Agreement lawfully provides otherwise, recurring hosting and ongoing freelance services continue month to month and either party may end them on one calendar month's written notice, counted from receipt rather than necessarily from month end. No longer Consumer notice period or unlawful automatic renewal is created by these terms.

7.2 A fixed-term or project agreement ends as provided in that Agreement. On expiry or termination, authorised work already performed, properly accrued retainers and agreed non-cancellable commitments remain payable, subject to valid rights arising from non-performance and mandatory Consumer law. Future unworked hours or an entire unexpired term are not automatically payable merely because a contract existed.

7.3 If both parties demonstrably continue requesting and performing work after a fixed term, that work is not presumed free. The existing compatible rate or charging basis applies unless another basis is agreed or mandatory law dictates otherwise. This clause does not itself renew an entire fixed term or create a new minimum purchase commitment.

7.4 Consumer cancellation of services, withdrawal and reasonable remuneration on early termination are governed by applicable mandatory law. A Consumer does not owe an unlawful cancellation penalty or payment for work begun without a legally necessary request or consent.

8. Intellectual property and licences

8.1 Each party retains its pre-existing intellectual property. Unless expressly agreed otherwise, EuphoriaLabs retains rights it owns in new software, designs, source materials and reusable components. Payment does not itself transfer copyright. A transfer requires an express written instrument satisfying applicable formalities and takes effect only after the agreed price for those rights is fully paid.

8.2 On payment, the Customer receives a non-exclusive, worldwide licence to use the agreed Deliverables for the purpose disclosed and accepted in the Agreement. For a commissioned production website or application this includes the agreed operation and access by its intended end users. The licence is perpetual for standalone paid Deliverables, but access to a hosted subscription service lasts only for the subscription. Any separate ongoing licence fee must be expressly agreed.

8.3 Source code, editable CAD files, development environments, internal tools and detailed documentation are supplied only if included in the Agreement. Statutory software-user rights, including any non-waivable interoperability or backup-copy rights, are not excluded. Customer data and Customer-owned accounts remain the Customer's.

8.4 Downloadable model licences must be identified before purchase: personal use, commercial physical-print sales or another stated tier. In the absence of a stated broader licence, a downloaded catalogue model is licensed for the buyer's own non-commercial use only, not digital redistribution or sale of prints. This default does not override a commissioned model's expressly agreed business purpose under clause 8.2.

8.5 Third-party and open-source components remain subject to their applicable licences, which will be identified or made available as required. We may reuse general know-how and our own reusable components, but not disclose Customer confidential information or reproduce Customer-owned materials without permission.

9. Software acceptance, defects and maintenance

9.1 No automatic acceptance deadline or deemed-acceptance mechanism applies unless expressly agreed for that project. Production use does not waive mandatory rights or undisclosed defects. A Customer should report a defect with sufficient detail to allow investigation and, where reasonable, reproduction.

9.2 For fixed-price software or modelling projects, we provide an additional 30-day correction period from delivery for reproducible deviations attributable to us from the agreed specifications, unless the Agreement specifies another period. This is not a 30-day limitation of all contractual or statutory rights. There is no separate complimentary maintenance period for hourly work unless agreed, but our performance obligations still apply.

9.3 New requirements, changes by others, unsupported environments and third-party changes may constitute additional chargeable work where the problem is not attributable to our breach. Applicable security-update and Consumer digital-conformity obligations are not excluded. A separate maintenance agreement determines any additional ongoing support.

9.4 We are normally allowed a reasonable opportunity to correct an attributable defect before damages are sought, unless correction is impossible, urgent protective action is justified or applicable law permits another remedy. Contractual refunds and mandatory remedies are not restricted to service credits.

10. Health, financial and other higher-risk applications

10.1 Unless specifically included, our engagement supplies technical services, not medical diagnosis, clinical validation, investment advice, regulated financial services or certification. The Customer must disclose any intended medical, financial, biometric, safety-critical or legally regulated use before commissioning it.

10.2 Before production use in such a context, the Agreement must allocate intended purpose, regulatory roles, validation, testing, human oversight, security, incident handling, update/support obligations and required approvals. The Customer is responsible for its operation and decisions within its assigned role. We remain responsible for our own actual statutory role and agreed work; contractual labels cannot remove those duties.

10.3 We do not guarantee clinical outcomes, investment performance, regulatory approval or universal legal compliance. Deliverables must not be used beyond the agreed intended purpose or as the sole basis for high-impact decisions without the legally required controls. Necessary compliance work is separately scoped and priced, without charging again to remedy our own breach.

11. Subcontractors, AI and confidentiality

11.1 We may use suitably qualified subcontractors, subject to agreed restrictions and Annex B. Delegating work does not automatically release us from responsibility for its performance. Relevant confidentiality, security and intellectual-property obligations must flow down to subcontractors.

11.2 We may use coding and design assistants. An AI-powered feature in a Deliverable must form part of the agreed scope, including relevant third-party terms and material limitations. AI output may be inaccurate, incomplete or non-exclusive and requires review appropriate to the intended use. These characteristics do not excuse our agreed professional work or mandatory duties.

11.3 Customer confidential information, source code or personal data may be supplied to an external AI service only with a lawful contractual basis, suitable safeguards, compliance with agreed restrictions and any required processor authorisation. These terms do not permit a provider to train general models on Customer confidential information or personal data for its own purposes.

11.4 Both parties keep non-public information confidential and restrict access to those who need it and are bound by confidentiality. Exceptions cover information lawfully public, independently developed, lawfully received without restriction or required to be disclosed by law. Required disclosures must be limited and, where lawful, preceded by notice. Confidentiality survives termination while the information remains confidential.

12. Hosting, accounts, email and domains

12.1 The service schedule must distinguish shared hosting, unmanaged or managed infrastructure, operating-system maintenance, application updates, email and domain services. Ownership and administrative access for each account must be identified. Unlisted application development or maintenance is not automatically included in an infrastructure package.

12.2 Unless a separate service-level agreement states otherwise, no uptime percentage, response-time guarantee, 24-hour monitoring or recovery-time guarantee is promised. We still exercise reasonable professional care and comply with agreed maintenance and mandatory security obligations. Maintenance and third-party dependencies may interrupt service; foreseeable material interruptions are notified where practicable.

12.3 We cannot promise that every email will be delivered or avoid spam filtering, that a requested domain will remain available before registration, or that a third-party platform will never change. We must nevertheless perform the configuration, registration and renewal tasks we actually undertake with due care. Domains registered for the Customer should identify the proper Customer registrant unless another lawful arrangement is agreed.

12.4 Customers keep registration, contact and billing information accurate, protect their credentials and comply with applicable disclosed provider or registry rules. We may not transfer our own contracted responsibilities to the Customer merely because a third-party provider is involved.

13. Backups and data resilience

13.1 Where backups are provided, their scope, frequency, retention, storage location, access and restore arrangements must be recorded in the service schedule. Backups are a risk-reduction measure, not a promise that every file or every version can always be recovered. No zero-data-loss or complete-recovery guarantee applies unless expressly agreed.

13.2 We must exercise reasonable care in performing the agreed backup service and applicable security duties, including investigating known backup failures. The Customer should retain an independent current copy of important data and cooperate in agreed restore testing. This shared responsibility does not eliminate our own fault or reduce mandatory rights.

13.3 The absence of a guaranteed recovery outcome is not an exclusion of every data-loss claim. Charges for restoration apply only as agreed and must not include work required to remedy our own breach without charge under the Agreement or law. Clause 19 applies only where its limits are legally available.

14. Lawful use and content complaints

14.1 Services may not be used for unlawful content, rights infringement, malware, unauthorised access, fraudulent activity, spam or materially harmful interference. Published and agreed resource limits apply; undisclosed limits do not authorise arbitrary additional fees.

14.2 Notices about unlawful hosted content may be sent to info@euphorialabs.gr, identifying the content's exact location, the grounds for alleged illegality, supporting information, contact details where required and a good-faith accuracy statement. We assess sufficiently substantiated notices and lawful orders and take proportionate action, including restricting or removing content where required.

14.3 Where applicable, we provide the affected Customer a statement of reasons and information about available review or redress, unless prohibited by law. The Customer may request review through the same email address. Any legally required internal appeal or external redress remains available. Automated security detection does not dispense with review required by law. We do not undertake general monitoring of all Customer content.

15. Personal data

15.1 Each party is responsible for its own processing purposes and actual legal role. We act as an independent controller for our own necessary contracting, invoicing and business administration, explained in a separate privacy notice. Processing Customer-hosted personal data on instructions is governed by Annex B or a separately agreed compliant data processing agreement.

15.2 The processing specification, approved subprocessors, processing countries, safeguards, security measures and deletion arrangements must be completed before the relevant processing begins. Ordinary contact data is personal data; the requirement is not limited to medical information.

15.3 The Customer must not introduce health data, other special-category data, criminal-offence data or materially higher-risk processing without prior disclosure and an agreed lawful processing and security arrangement. If undeclared data is discovered, the parties cooperate on containment, protection and a compliant solution. Undeclared data does not automatically remove our statutory obligations.

16. 3D modelling, specifications and manufacture

16.1 The order must identify whether we design the model, print a Customer file, print a licensed third-party design or supply a downloadable file. Intended function, dimensions, material, quantities, tolerances, finish and any safety-relevant limits must be stated to the extent relevant to the product. A material name alone is not certification of a finished item's suitability.

16.2 Layer lines and other disclosed, inherent process characteristics are not defects if compatible with the agreed specification, normal justified expectations and product safety. Undisclosed substantial dimensional errors, lack of agreed function or unsafe construction are not excused as ordinary printing variations.

16.3 Customer-approved designs and files are used for the authorised purpose. We may pause or reject instructions that appear unlawful, unsafe or technically unsuitable and must communicate a material issue we reasonably identify. Customer approval does not relieve us from legal duties attaching to our own design or manufacturing role.

17. Delivery and risk

17.1 Physical goods are shipped by carrier to the agreed address. Delivery charges and any binding date are stated before order acceptance. Consumer goods are delivered without undue delay and, unless another delivery time is agreed, within 30 days after contracting. Statutory rights following delay, including any required additional period and termination, are preserved.

17.2 For Consumers, loss or damage risk transfers on physical receipt by the Consumer or a nominated third party other than the carrier, subject to the statutory exception for a carrier independently commissioned by the Consumer and not offered by us. For Business Customers, risk normally transfers on handover to the carrier unless agreed otherwise; our responsibility for adequate packaging and our own fault remains.

17.3 The Customer should promptly report transit damage and preserve reasonable evidence. Failure to report within a short administrative period does not automatically extinguish a valid claim. We remain the Consumer's contractual contact; the Consumer need not resolve our carrier claim first.

17.4 Ownership of physical goods transfers after payment to the extent retention of title is lawful. This does not authorise unlawful entry or self-help repossession and does not change Consumer transit-risk rules.

18. Product safety, conformity and replacement promise

18.1 We supply products that meet the Agreement and applicable mandatory safety and conformity requirements. No item may be marketed as suitable for toys, children, food contact, medical use or a safety-critical function without the legally required assessment and compliance. A "prototype", "not a toy" or material label cannot override a product's actual characteristics, intended use or reasonably foreseeable use.

18.2 In addition to any statutory rights, EuphoriaLabs offers a six-month commercial replacement promise for physical prints with manufacturing defects arising under normal intended use, starting at delivery and available in the countries to which we supplied the product. Contact info@euphorialabs.gr with a description and reasonable purchase evidence. We arrange necessary return at our cost and replace a covered item without charge within a reasonable time and without significant inconvenience.

18.3 The additional promise does not cover damage caused solely by misuse, unauthorised modification, normal wear or use outside properly disclosed safe limits. If replacement is impossible, fails or cannot be provided within a reasonable time, any applicable repair, reduction, termination or refund right remains available. The guarantor is EuphoriaLabs at the address in clause 1.

18.4 The six-month promise is not a six-month limit on Consumer rights. EU Consumer goods protection generally provides at least a two-year seller-liability period for lack of conformity, and Dutch statutory conformity protection can last longer according to reasonable product-life expectations. Applicable longer periods, burden-of-proof rules, repair or replacement rights, price reductions and refunds remain intact. Mandatory digital-content, digital-service and update rights likewise remain intact.

19. Liability: Business Customers only

19.1 This clause does not apply to Consumers. For Business Customers, and only where legally permitted, recoverable damages are limited to direct, reasonably foreseeable loss caused by an attributable breach or other actionable fault. Lost profit, lost anticipated savings, business interruption and other indirect or consequential loss are excluded only to that legally permitted extent. Reasonable direct mitigation and data-restoration costs are not automatically classified as indirect loss.

19.2 Subject to paragraphs 19.3-19.5, aggregate damages for one event or a series of connected events are capped at 50% of the total valid fees invoiced by EuphoriaLabs to that Business Customer during the six calendar months immediately preceding our first receipt of written notice of that event. Fees are calculated excluding VAT and credited amounts. Connected events use the earliest relevant notice and do not generate multiple caps.

19.3 If the six-month calculation is zero, including because a project was invoiced earlier, the reference amount is instead the total fees paid or payable under the affected order, excluding VAT and credited amounts; the 50% percentage applies to that reference amount. The cap is a damages cap, not a restriction on mandatory refunds, restitution, price reductions or our primary duty to perform or correct work where required.

19.4 No exclusion or cap applies to fraud, intentional misconduct, gross negligence, death or personal injury for which liability cannot lawfully be limited, mandatory product liability or any other non-excludable liability. It does not bind injured third parties, data subjects or regulators or restrict non-waivable GDPR rights or statutory contribution rights. Statutory partner liability is not abolished by these terms.

19.5 For an Agreement governed by Greek law, no exclusion or limitation in these terms applies where prohibited by Article 332 of the Greek Civil Code, including the restrictions concerning non-individually-negotiated negligence exclusions. A signature, checkbox or statement that a term was "negotiated" does not itself prove actual individual negotiation. If such a restriction prevents reliance on a cap or exclusion, the applicable law governs that liability without the prohibited restriction.

19.6 The Customer must take reasonable steps to mitigate loss and give notice without undue delay with available supporting facts. Delay affects a claim only to the extent allowed by law; this clause creates no automatic short forfeiture period. There is no general "no money back" rule, and a legally due monetary remedy cannot unilaterally be replaced by credits.

20. Business Customer indemnity

20.1 A Business Customer indemnifies us against reasonable third-party claims and necessary defence costs to the extent caused by its unlawful supplied materials, lack of required intellectual-property permissions or culpable breach of its lawful-use obligations. No indemnity applies to the extent the claim results from our own fault or a duty we cannot transfer.

20.2 We must notify the Customer reasonably promptly, allow appropriate participation in the defence and reasonably mitigate costs. We may not agree a settlement creating obligations for the Customer without its consent, not to be unreasonably withheld. No indemnity unlawfully transfers regulatory penalties or mandatory liability. This clause does not apply to Consumers.

21. Force majeure

21.1 Neither party is liable for delay caused by an event outside its reasonable control which it could not reasonably prevent or overcome, to the extent the applicable law recognises that excuse. A supplier outage, cyberattack, staffing issue or technical failure is not automatically force majeure; reasonable prevention and the party's actual obligations remain relevant. Lack of funds is not an excuse for payment.

21.2 The affected party promptly informs the other, mitigates the effects and resumes performance when reasonably possible. If a material affected obligation remains impossible for more than 30 days, either party may terminate that affected part, subject to any earlier mandatory right. Amounts for undelivered goods or unperformed services are returned where legally due; properly earned fees remain payable.

22. Termination for breach and consequences

22.1 A material remediable breach permits termination of the affected Agreement after written notice and a reasonable cure period of at least 14 days, unless a different lawful period applies. Immediate proportionate restriction or termination is possible where performance is unlawful, a serious security or safety risk requires action, a breach cannot be remedied or the law otherwise permits it.

22.2 Measures must take account of the seriousness of the breach, the Customer's legitimate interests and mandatory Consumer rights. Where safe and lawful, advance notice and an opportunity to export data are provided. Payment-related restrictions additionally follow clause 6.

22.3 On termination, the parties settle properly accrued fees and any legally due refunds without double charging. No fee is charged merely to punish lawful Consumer cancellation. Clauses intended to survive, including confidentiality, accrued payment rights, lawful licences, data protection and dispute provisions, continue as relevant.

23. Data export, switching and deletion

23.1 We do not acquire ownership of Customer data. The service schedule identifies exportable categories, available formats, known technical restrictions and excluded provider intellectual property or trade secrets, without using exclusions to frustrate a mandatory switching right. Necessary access to Customer-owned accounts and domains is not withheld as security for unrelated debts.

23.2 For a service within Chapter VI of the EU Data Act, the default one-month notice also initiates switching when the Customer requests it. Following that notice, the transition normally lasts no more than 30 days, subject only to an extension lawfully available and documented under that Act. We provide required reasonable assistance, security and continuity, facilitate legally required functional equivalence and make applicable open interfaces and commonly used machine-readable exports available.

23.3 The Customer may retrieve exportable data and digital assets for at least 30 days after the transition ends. For other hosting terminations, the default retrieval period is 30 days after service termination, unless a different lawful period is expressly agreed. The Customer must arrange its destination and act reasonably to complete the transfer. The parties may agree lawful additional services or a longer retrieval period.

23.4 Where the Data Act's charging restrictions apply, switching charges before 12 January 2027 do not exceed disclosed directly incurred switching costs; from 12 January 2027 no prohibited switching or egress charges apply. Distinct optional services beyond mandatory switching may be charged only by agreement. Ordinary accrued service charges remain payable, but cannot be used to defeat a mandatory switching right.

23.5 After the retrieval period, data is returned or deleted in accordance with Annex B and lawful instructions, except legally required retention. Any restricted residual backup retention must be specifically documented and must not become continuing active use. Ordinary backup retention is not a promise of further restore availability after the retrieval period.

24. Consumer withdrawal and exceptions

24.1 For eligible distance or off-premises contracts, a Consumer may withdraw without giving reasons within 14 days: for goods, from physical receipt of the goods or the last relevant item in a split order; for services or digital content not supplied on a tangible medium, from contract conclusion. A longer period prescribed for the particular transaction by mandatory local law applies instead. Failure to provide required information may extend the statutory period.

24.2 The goods exception is limited to goods made to the Consumer's specifications or clearly personalised where the legal criteria are met. Merely printing a standard catalogue item only after an order is placed does not by itself remove withdrawal rights. Any applicable exception must be clearly disclosed before purchase.

24.3 Services may start during the withdrawal period only following the legally required express request. If the Consumer then withdraws, only the legally recoverable proportionate price for performance up to withdrawal is payable. The right is lost on full performance only where the required prior consent and acknowledgement were obtained. Partial performance alone does not extinguish it.

24.4 For paid downloadable digital content supplied without a tangible medium, loss of withdrawal rights requires the Consumer's prior express consent to starting during the withdrawal period, acknowledgement of the loss and the required durable-medium confirmation. Acceptance of general terms or a preselected box is not a substitute. Without valid consent, delivery is deferred or statutory rights remain available as the law requires.

25. Withdrawal procedure, refunds and voluntary returns

25.1 The Consumer may notify info@euphorialabs.gr, use Annex A's optional form or make any other unequivocal statement. A required online withdrawal function is an additional route and does not remove other lawful routes. Notice sent before the deadline is sufficient. We acknowledge electronically submitted withdrawals on a durable medium without undue delay.

25.2 Goods must be sent back without undue delay and within 14 days after withdrawal notification to the address in clause 1, unless we provide a different agreed return arrangement. The Consumer bears direct return shipping costs only if properly informed before contracting; for goods not normally returnable by post, the return-cost information required by law is supplied before purchase. Defect-related returns at our expense are separate.

25.3 We reimburse payments, including the cost of standard outbound delivery where required, within 14 days after notice, using the original payment method unless another method is freely agreed without fee. For goods, reimbursement may be withheld until receipt or evidence of dispatch, whichever is earlier, unless we offered collection. Premium delivery upgrades need not be refunded beyond the least expensive standard delivery offered.

25.4 A Consumer is liable only for diminished value from handling beyond what is necessary to establish nature, characteristics and functioning, and only where statutory conditions are met. Original packaging is not an absolute condition of statutory withdrawal. Statutory refunds are not restricted to vouchers.

25.5 Outside statutory withdrawal rights, an additional voluntary return policy applies only if its duration and conditions were expressly offered for that sale. No undefined extra return period is created here. This does not restrict any statutory rights, including for non-custom catalogue goods produced after ordering.

26. Prospective price and terms changes

26.1 For Business recurring services and future hourly work, we may change prices prospectively by written notice at least one month before the new billing or rate period starts. An accepted fixed project price or an agreed fixed-price term remains unchanged unless varied by agreement or a valid expressly agreed mechanism. The Customer may end the affected recurring service before the increase starts without a special increase-related termination fee.

26.2 For Consumers, a recurring-price change must have a valid, transparent contractual basis and lawful reason, such as a relevant tax change, demonstrable external service-cost change or an expressly agreed objective index. It must be proportionate, notified at least one month in advance and accompanied by any required fee-free termination and refund rights. Fixed commitments and mandatory restrictions on early price increases prevail. Where no valid mechanism applies, consent is required.

26.3 A change to these terms requires the process in clause 2.5. Mandatory legal, security or service changes do not give us an unrestricted right to alter core obligations. Material detrimental Consumer changes require all applicable grounds, notice, transparency and exit safeguards, including those for digital services.

27. Complaints, governing law and courts

27.1 Complaints should be sent to info@euphorialabs.gr. We aim to provide a substantive response within 14 days or explain the further investigation required. This procedure does not suspend a legal deadline or prevent urgent relief, regulatory complaints or use of an applicable dispute-resolution body. We provide legally required ADR information when applicable; no mandatory private arbitration is imposed by these terms.

27.2 For a Business Customer contracting through an establishment in the Netherlands at the time of contracting, Dutch law governs and the competent courts in Amsterdam, Netherlands, have exclusive jurisdiction, subject to mandatory jurisdiction rules. The Agreement may expressly choose a different competent Dutch court. A VAT number is evidence for identification, not the sole test of the contracting establishment.

27.3 For other Business Customers, Greek law governs and the competent courts in Thessaloniki, Greece, have exclusive jurisdiction, subject to mandatory rules. The parties may expressly select Dutch law and a named competent Dutch court in the Agreement, including for a Customer using a Dutch VAT registration outside the default category. The applicable classification is fixed on formation and is not altered by later VAT deregistration. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded where exclusion is effective.

27.4 For Consumers, Greek law applies without depriving them of mandatory protection of the law of their habitual residence where that protection applies, including under Article 6 of Rome I. Consumer jurisdiction is determined by mandatory applicable rules, including Brussels I bis and relevant conventions; no exclusive Amsterdam or Thessaloniki forum is imposed. Applicable rights to sue locally are preserved.

27.5 These choices do not displace overriding mandatory law, product-safety or data-protection enforcement, insolvency or other exclusive jurisdiction, or legally available protective measures. Non-EU sales remain subject to applicable local mandatory rules; no worldwide exemption is created.

28. Language and remaining provisions

28.1 For Business Agreements, the English version of these terms prevails over a conflicting translation, provided it was supplied and validly incorporated. This does not determine the court's procedural language. For Consumers, the accepted contract language and mandatory interpretation rules apply; an English-precedence clause does not reduce their protection.

28.2 If a provision is invalid, the remaining Agreement continues where legally possible. An unfair Consumer term is not automatically rewritten to make it enforceable. Applicable law fills any resulting gap. No failure to enforce a right on one occasion waives it for another.

28.3 Neither the use of these terms nor any service description creates an employment relationship, partnership with the Customer, or a personal guarantee by a signatory. Actual legal classification and any statutory liability remain determined by law. Notices go to the parties' notified contact details; legally prescribed delivery methods prevail.

Annex A. Optional Consumer withdrawal form and separate consents

A.1 Withdrawal form. To: EuphoriaLabs E.E. / EuphoriaLabs L.P., ΚΑΙΣΑΡΕΙΑΣ 12, 54454, ΘΕΣΣΑΛΟΝΙΚΗ, Greece; info@euphorialabs.gr. I/We hereby notify you that I/we withdraw from my/our contract for the following goods/services: _____. Order/reference: _____. Ordered on/received on: _____. Consumer name(s): _____. Consumer address: _____. Date: _____. Signature(s), only if submitted on paper: _____. Delete wording that does not apply. Use of this form is not compulsory.

A.2 Optional service-start request, to be obtained separately where relevant: "I expressly request that the specified service starts before the withdrawal period ends. I understand that, on withdrawal, I may owe the legally recoverable proportionate price for work already supplied. I acknowledge that, once the service is fully performed, I lose the withdrawal right where the legal conditions are met." Record the service, Customer, date and affirmative choice. Do not preselect it.

A.3 Optional immediate digital-content consent, to be obtained separately where relevant: "I expressly consent to supply of the specified digital content beginning before the withdrawal period ends and acknowledge that I lose my withdrawal right when supply begins under the applicable legal conditions." Record the content, Customer, date and affirmative choice and send the required durable-medium confirmation. Do not combine this with marketing consent or preselect it.

Annex B. Personal-data processing agreement

B.1 Parties and scope. Where we process personal data on the Customer's behalf, the Customer identified in the Agreement is controller and EuphoriaLabs, identified in clause 1, is processor. Where the Customer itself is a processor, it confirms the required controller authorisation and we act as its subprocessor; the provisions apply correspondingly. Actual roles prevail over labels. This annex is contractual when incorporated with the Agreement, subject to clause 2.2.

B.2 Instructions and purpose. Processing is limited to documented instructions for providing, securing, supporting, backing up, exporting and deleting data within the agreed services. Instructions include the Agreement and the completed B.12 specification. We do not process for independent advertising, model training or other unrelated purposes. We immediately inform the Customer if an instruction appears to infringe applicable data-protection law and may suspend that instruction while a lawful solution is established. Legally compelled processing is notified in advance unless prohibited.

B.3 Description and duration. Processing may involve collection, recording, storage, retrieval, access, transmission, organisation, backup, restoration and erasure. The actual services, data subjects, data types, purpose, frequency, duration and restrictions must be specified in B.12 before processing. Ordinary categories can include Customer staff, users and contacts and their contact, account, communication and service-usage data. Special-category and criminal-offence data is excluded until specifically authorised with suitable safeguards. Duration is the service period plus the lawful export and deletion period.

B.4 Customer duties. The Customer determines lawful purposes and legal bases, provides required notices, issues lawful instructions and deals with data-subject requests and supervisory authorities, with our assistance. It has the rights to instruct processing and disclose the data. These duties do not displace our independent processor obligations.

B.5 Confidentiality and security. We bind authorised persons to confidentiality, limit access to legitimate need and implement measures appropriate to the risk under Article 32 GDPR. B.12 must document actual access controls, authentication, encryption where appropriate, patching, logging, separation, backup/recovery, incident handling and periodic assessment. Security cannot be weakened below legal requirements by selecting a basic package. We must assess and document the safeguards before commencing the relevant processing.

B.6 Subprocessors. Only subprocessors identified in the completed specification are initially authorised. For additional or replacement subprocessors under general written authorisation, we provide identity, location and function at least 30 days in advance, permitting reasoned data-protection objections within 14 days. No disputed new subprocessor handles the affected data until the concern is resolved by appropriate safeguards, an alternative or lawful termination of the affected service with any unearned prepaid fees returned. We impose equivalent data-protection obligations by written contract and remain responsible as required by Article 28(4) GDPR.

B.7 International transfers. Processing countries, remote-access locations and transfer mechanisms must be disclosed in B.12. A transfer outside the EEA requires a valid Chapter V GDPR mechanism, required assessments and supplementary measures. Customer approval or a supplier's standard terms alone are not a transfer mechanism. Legally required safeguards and restrictions concerning governmental access apply. Relevant transfer clauses prevail over conflicting commercial terms.

B.8 Incidents. We notify the Customer without undue delay after becoming aware of a personal-data breach, supply available information about its nature, affected data and people, likely effects, mitigation and contact point, and supplement that information as it becomes available. We take appropriate containment and remedial steps and cooperate. We do not make the Customer's notification decisions unless authorised or legally required ourselves.

B.9 Assistance and audit. Taking account of the nature of processing and available information, we assist with data-subject rights, security, breach obligations, impact assessments and prior consultation. We provide information necessary to demonstrate compliance and permit required audits, including inspections, by the Customer or an authorised auditor. Reasonable confidentiality, scheduling and non-disruption arrangements may apply but must not frustrate effective audit or regulator access. Urgent incidents or authority requests may require shorter notice. No clause 19 cap obstructs these duties.

B.10 Costs and liability. Routine processor compliance is included in the agreed service price. Material extraordinary assistance may be charged only under a disclosed, reasonable agreement and not for remedying our own breach or obstructing a mandatory duty. Each party's mandatory liability to data subjects and authorities and statutory contribution rights are preserved.

B.11 Return, deletion and ending processing. At the Customer's choice, we return or delete personal data after the services and applicable retrieval period end and delete copies unless retention is required by law. Active copies are deleted within 30 days after the applicable retrieval period, or sooner where instructed and legally required. Any technically necessary residual backup retention must be specified in B.12, access-restricted and erased on the documented cycle, not exceeding 90 days after the retrieval period unless a longer period is specifically lawful and documented. Restored backups are subject to the same deletion instructions. We confirm completion on request. Confidentiality and security continue until deletion; legally retained records are isolated and used only for that purpose.

B.12 Mandatory processing and service specification. Complete and approve this record, or an expressly incorporated equivalent schedule, before the relevant processing. Do not treat blank fields as confirmation that safeguards exist.

Field	Agreed specification
Customer legal identity, address, authorised privacy/security contacts and role	<i>To be completed</i>
Agreement reference; services and purpose; start and duration; processing operations and frequency	<i>To be completed</i>
Data-subject categories; exact data categories; scale; any expressly accepted sensitive data	<i>To be completed</i>
Infrastructure/accounts and responsible party for each; hosting and remote-access countries	<i>To be completed</i>
Each initial subprocessor: legal name, address/contact, function, processing countries and authorisation	<i>To be completed</i>
Transfer mechanisms, assessments and supplementary safeguards, where applicable	<i>To be completed</i>
Actual technical and organisational security measures and review process	<i>To be completed</i>
Backup scope, frequency, retention, location, restore testing and each party's responsibilities	<i>To be completed</i>
Exportable categories/assets, exclusions, formats, interfaces, switching assistance and disclosed lawful costs	<i>To be completed</i>
Retrieval arrangements; active deletion; residual backup deletion cycle; legally required retention	<i>To be completed</i>
Incident contact and reporting route; audit/assistance arrangements	<i>To be completed</i>
Approval by authorised representatives; date and applicable version	<i>To be completed</i>