Terms and Conditions

date 1st of December 2026

This document regularly talks about "Account", which is a collective name for an Account within the services of Dvotion. If, for example, you have an Account on offorte.com, it automatically falls under the name "Account". With "Customer", "Customers", "you" and "your" we mean the business customer that holds the Account. With "User" and "Users" we mean people who use the Account on the Customer's behalf. With "Dvotion", "Offorte", "Service", "we" and "us" we mean Dvotion B.V. located at the Bramentuin 28 in Teteringen, the Netherlands. Dvotion is registered with the Chamber of Commerce under number 20102594.

Offorte.com is a service of Dvotion BV. By using Offorte.com ("Service") and all services provided by Dvotion, you agree to the Terms and Conditions and User conditions of Dvotion.

Dvotion may change these Terms and Conditions. We email the account owner the new text before it applies. The new text applies when a person authorized to act for the Customer accepts it in the Account. If you do not accept, the earlier terms remain in effect until the end of your current paid period, after which the subscription ends. For a free Account, we may end access after notice.

Violating one of the conditions below may result in the termination of your Account. You agree that Dvotion can not be held responsible for the content posted on the Service. You agree to use the Service at your own risk.

Personal Data

Within the services of Dvotion, Users can record personal data and other company-sensitive data. To be able to comply with the General Data Protection Regulation (GDPR), we record the following.

The Customer is the controller responsible for the processing of this data. Dvotion is the processor. The data processing agreement of Dvotion applies to this processing. It forms part of these Terms and Conditions. By accepting these Terms and Conditions, you accept the data processing agreement. You can also sign it in your Account. Changes to the data processing agreement follow article 16 of that agreement. By agreeing to these Terms and Conditions you give Dvotion the assignment to process this personal data. Dvotion will only process this personal data after you have agreed.

You are responsible for recording the (personal) data and must comply with the legal requirements that apply. If you do not meet these requirements and are held liable by third parties, you indemnify Dvotion and hold Dvotion harmless against any liability.

Dvotion does its utmost to protect the personal data mentioned and has taken organisational and technical measures for this. Dvotion and the Customer both ensure that persons who have access to the data mentioned will keep this secret and will not share it with third parties. The only exception is when the law requires it. In order to provide you with good support or to solve a software error, it is possible that Dvotion logs into your Account but this happens with your knowledge and your approval in advance.

Account conditions

1. A User must be 18 years of age or older to use this Service.
2. A person must create the Account on the Customer's behalf. Accounts created by bots or other automated methods are not allowed.
3. During registration, the person creating the Account must enter their full name, the Customer's company name, a valid email address, and any other required details.
4. Your login may only be used by one person. Do not share your password with other people or with software. To let software or an AI agent work in your Account, use an API key or a connection that you authorize in your Account.
5. You are responsible for maintaining the security of your Account and password. Dvotion can not and will not be held liable for loss or damage resulting from your non-compliance with this obligation.
6. A person or legal entity can have only one free Account and can use the free trial only once.
7. You may not use the Service for illegal or unauthorised purposes (including copyright violation).

Payment, Fee, Upgrade and Downgrade

1. The subscription fee can be paid through the payment methods offered in the Service. No payment is required for a free subscription or trial period
2. When you sign up for a subscription and you do not renew the subscription after the trial period or period of use, your subscription will automatically be stopped and no costs will be charged.
3. If you purchase a subscription from the trial period, your trial period ends immediately.
4. The Service is invoiced in advance on a recurring basis and cannot be refunded. There are no refunds or credits for the use of a partial month or year with an open Account.
5. All rates are exclusive of 21% VAT
6. With every subscription renewal you have to take care of payment in advance. If you do not pay on time then this is considered as a termination of your Account (see 2). Once your payment has been validated your Account will automatically become active again and your proposals will be online again.
7. Downgrading your service may result in the loss of the content, functions or capabilities of your Account. Dvotion does not accept any liability for such loss.

Service changes and prices

1. Dvotion reserves the right at any time and from time to time to change or discontinue the Service (or any part thereof), temporarily or permanently, with or without notice.
2. 30 days after our change notice the prices of all services, including the monthly costs of your subscription, are subject to change. This notice can be delivered at any time by posting the changes on the Dvotion site or the Service itself.
3. Dvotion is not liable to you or a third party for a change, price change, suspension or withdrawal of the Service.

Copyright and property

1. Content you post on the Service may not infringe copyright or other rights of third parties.
2. We claim no intellectual property rights over the material you provide to the Service. Your profile and uploaded materials and content remain your property.
3. Dvotion has the right (but not the obligation) to refuse or remove contents on the Service in its sole discretion.
4. The look and feel of the Service is copyright Dvotion B.V .. All rights reserved. You may not duplicate, copy or reuse any part of the programming, HTML / CSS or visual design elements without the express written permission of Dvotion.

Conditions

1. Your use of the Service is at your own risk. The Service is delivered on an "as is" basis.
2. Technical support is only provided to paid subscribers and is only available via e-mail and online on the website of the Service
3. You understand that Dvotion uses third-party suppliers and hosting partners to provide the necessary hardware, software, networks, storage and related technology required to run the Service.
4. You may not reproduce, duplicate, copy, sell, resell the Service, or any part thereof. The use of the Service or access to the Service may not be exploited without the explicit written permission of Dvotion.
5. We may, but have no obligation to, remove content from Accounts whose content is unlawful, abusive, threatening, defamatory, pornographic, obscene or otherwise offensive or contrary to intellectual property of any party or contrary to these Terms and Conditions.
6. Verbal, physical, written or other forms of abuse (including threats of abuse or retribution) of all Dvotion Customers, employees, suppliers or management will result in an immediate discontinuation of your Account.
7. You understand that the technical processing and transmission of the Service, including your content, takes place over encrypted connections (HTTPS). When you connect your own (sub)domain, a short period of unencrypted traffic is possible until the certificate is active.
8. You are not allowed to send unsolicited e-mail, SMS, or other "spam" messages with your Account
9. You may not send worms or viruses or code of a destructive nature.
10. If your bandwidth usage is higher than agreed in the specifications of your subscription, or significantly higher than the average bandwidth (as determined by Dvotion only) of other Dvotion Customers, we reserve the right to immediately proceed to disable your Account or reduce your bandwidth until your bandwidth usage is back to normal proportions.
11. Dvotion does not warrant that (i) the Service will meet your specific requirements, (ii) the Service is uninterrupted, timely, secure, or error-free; (iii) the results obtained from the use of the Service are accurate or are reliable, (iv) the quality of products, Service, information or other material purchased or obtained by you through the Service meet your expectations, and (v) any errors in the Service are corrected.
12. Our liability is limited as described in the section "Liability".
13. The failure of Dvotion is no reason to deviate from the conditions as stated in the General Conditions or Terms of Use.
14. Questions about the conditions of the service should be sent to the support on offorte.com.
15. AI features can produce errors. Check the results before you use or send them.

Liability

1. Our total liability is limited to the fees you paid us in the 12 months before the event that caused the damage. If our insurer pays out more, our liability is limited to that amount.
2. We are not liable for indirect damage, such as lost profit, lost revenue, lost data or damage to reputation.
3. These limits do not apply to damage caused by intent or conscious recklessness of Dvotion or its management.
4. You must report damage to us in writing within 12 months after you discovered it. After that, your claim lapses.

Force majeure

We are not liable if we cannot perform our obligations because of force majeure. Force majeure includes cyberattacks despite reasonable security measures, outages at our hosting and other suppliers, outages of internet or power networks, and government measures. If force majeure lasts longer than 60 days, both parties may end the agreement.

API, integrations and AI agents

You can access your Account via our API, integrations and AI agents, where available in the Service. Any use of these, including use by third-party software that has access to your Account, is bound by these Terms and Conditions, plus the following specific conditions:

1. You can connect software, integrations and AI agents to your Account. Everything they do in your Account counts as your own action. This includes creating, changing, sending and deleting proposals and contacts.
2. You decide which software you connect and which permissions you give it. You can revoke access at any time in your Account.
3. We advise you to always check the work of connected software and AI agents. Stay involved in critical actions, such as sending proposals, changing prices and deleting data.
4. You are responsible for what connected software and AI agents do in your Account. Dvotion is not liable for their actions or mistakes.
5. When you connect software or an AI agent, data from your Account goes to that software and its provider. That is your choice. These providers are not partners of Dvotion.
6. The section "Liability" also applies to the use of the API and to third-party products that access the Service through the API.
7. Abuse or extremely frequent visits to Dvotion via the API may result in temporary or permanent suspension of your Account access to the API. Dvotion will determine in its sole discretion what counts as abuse or excessive use of the API. Dvotion will use a reasonable effort to warn you about suspension by e-mail.
8. Dvotion reserves the right to limit or stop your access to the API or any part of it, with or without notice.

Governing law

Dutch law applies to these Terms and Conditions.