

General Terms and Conditions Bedrijf X

These General Terms and Conditions apply to all offers and quotes from Bedrijf X with respect to Services and are an integral part of every Agreement between Bedrijf X and Customer. Provisions or conditions imposed by the Customer that derogate from, or are not present in, these General Terms and Conditions, are only binding for Bedrijf X if Bedrijf X expressly accepts these in Writing.

Capitalised terms must be understood as defined in Article 1 of these terms and conditions.

Article 1. Definition of used terminology

In these General Terms and Conditions, the following terms should be understood as defined herewith.

- 1.1. **Bedrijf X:** Bedrijf X BV, established in Amsterdam, the Netherlands, registered at the Chamber of Commerce of the Netherlands under 12312312.
- 1.2. **Website of Bedrijf X:** the website of Bedrijf X, available in www.websiteX.nl.
- 1.3. **Subscription:** the Agreement where one or more parties bind themselves for a certain period to provide services continuously (such as a hosting agreement for 12 months).
- 1.4. **Account:** the right to access to a user interface that Customer can use to manage and configure (certain aspects of) the Services, as well as the information stored by Customer.
- 1.5. **General Terms and Conditions:** the provisions in the present document.
- 1.6. **Customer:** the natural or legal person whom Bedrijf X concludes the Agreement with, including parties negotiating with Bedrijf X to that end, as well as their (authorised) representatives or agents, assignees and heirs.
- 1.7. **Services:** the products and/or services that Bedrijf X shall deliver to Customer pursuant to the Agreement.
- 1.8. **Materials:** all works, such as websites and (web) applications, software, house styles, logos, flyers, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advices, reports and other products of the mind, including preparatory materials thereof and (whether or not coded) files or data carriers on which the Materials are stored.
- 1.9. **Agreement:** every agreement between Bedrijf X and Customer on the basis of which Bedrijf X delivers Services to Customer.
- 1.10. **Writing:** paper writings, e-mail, communication by fax, to the extent the identity of sender and the integrity of the message can be sufficiently established.
- 1.11. **High Risk Applications:** applications where errors in the Services may lead to death or severe injuries, severe environmental damage or the loss of (personal) data with very high consequential damage. Examples of High Risk Applications are: transport systems where a mistake can result in trains to derail or planes to crash; medical systems where a mistake can result in a patient to receive no treatment or the wrong treatment; systems on which a substantial part of the population relies for the provision of crucial government services, such as DigiD (in the Netherlands); systems in

necessary for the delivery of the Services or of which Customer should reasonably know that they are necessary for that purpose. The term in which Bedrijf X should execute the agreement shall start only after Bedrijf X has received all requested and necessary data.

4.2. If Customer knows or expects that Bedrijf X should take certain (extra) measures to be able to fulfil its obligations, Customer shall notify Bedrijf X without delay. For example, this obligation applies where Customer knows or should know that an extraordinary peak in the workload of the systems of Bedrijf X will occur, that are likely to cause the unavailability of the Services. This applies especially where Customer knows that Services are also delivered to other parties through the same systems as Bedrijf X uses to deliver Services to Customer. After such warning, Bedrijf X shall make all efforts to prevent the unavailability of Services. All reasonable additional costs made in this context shall be borne by Customer, unless agreed otherwise in Writing.

4.3. Customer may use the Services for High Risk Applications

4.4. If Customer needs any permit or other permission from a government agency or third party for the intended use of the Services, it is Customer's responsibility to obtain such permits or authorisation. Customer guarantees Bedrijf X that it has all permits and permissions required for the intended use of the Services by Customer.

Article 5. Rules of conduct and Notice and Takedown

5.1. Customer is prohibited to use the Services to violate Dutch or other regulation that Customer or Bedrijf X is subject to, or to violate rights of others.

5.2. Bedrijf X prohibits that the Services are used to publish or disseminate Materials (whether they are lawful or not) that:

- are evidently intended to support others to violate rights of third-parties, such as website containing (exclusively or predominantly) hacktools or explanations of cybercrimes that is evidently intended to enable the reader to execute the described criminal activities (and not to defend himself against such);
- are evidently libelous, slanderous, abusive, racist, discriminatory or inciting hatred;
- contain child pornography or bestiality pornography or are evidently intended to help other find such materials;
- constitute a violation of the privacy of third parties, which also includes the dissemination of personal data of third parties without any permission or necessity and the approaching of third parties with unsolicited communication;
- contain hyperlinks, torrents or references to (places containing) materials that evidently infringe copyrights, neighbouring rights or portrait rights;
- contain malware such as viruses or spyware.

5.3. The dissemination of pornographic Materials using the Services is prohibited.

5.4. Customer shall refrain from hindering other customers and internet users or harming the systems or networks of Bedrijf X or other customers. Customer is prohibited to execute processes or programs, whether or not through the systems of Bedrijf X, of which Customer knows or should reasonably know that these may cause damage or hindrance to Bedrijf X, its customers or internet users.

5.5. If according to Bedrijf X hindrance, damage or other dangers arise to the functioning of the systems or networks of Bedrijf X or third parties and/or service

delivery through the internet, Bedrijf X shall be entitled to take all measures that it reasonably deems necessary to ward off or prevent such danger. More specifically, such danger may exist of excessive transmission of e-mails or other data, denial-of-service attacks, poorly secured systems or activities of viruses, Trojans or similar software. Bedrijf X may recoup the costs reasonably associated with these measures from Customer.

5.6. If Bedrijf X receives a complaint on violation of this Article by Customer, or if Bedrijf X establishes that there is such violation, Bedrijf X shall notify Customer of such complaint or violation as soon as possible. Customer shall respond as soon as possible, after which Bedrijf X shall decide how to deal with it. In exceptional cases, where the complainer has requested not to forward the complaint to Customer or Bedrijf X established that the violation is evident, Bedrijf X is not obliged to forward the complaint.

5.7. If Bedrijf X establishes that there is a violation, it shall . Bedrijf X shall make efforts to not affect other Materials in that process. Bedrijf X shall notify Customer on the taken measures as soon as possible.

5.8. At all times, Bedrijf X shall be entitled to report any detected illegal activities.

5.9. Although Bedrijf X aspires to act in the most reasonable, careful and adequate way after complaints about Customer, Bedrijf X shall never be obliged to compensate any damages resulting from the measures taken in the context of this Article.

5.10. Customer is allowed to resell the Services, but only bundled with or as part its own products or services without disclosing the name of Bedrijf X as supplier or subcontractor. Customer shall indemnify Bedrijf X from any claims from Customer's customers. Bedrijf X is also entitled to take measures in the context of this Article for violations of these General Terms and Conditions by Customer's own customers.

Article 6. Domain name applications

6.1. Bedrijf X does not provide services regarding registration of domain names. Customer is responsible for applications of domain names and linking domain names to the Services it purchases from Bedrijf X.

Article 7. Storage and data limits

7.1. Bedrijf X is entitled to set a maximum to the storage capacity or monthly data traffic that Customer may or can use in the context of the Services.

7.2. The limits are safeguarded by the system's functioning and cannot be exceeded, unless there is a hack or error. If such hack or error is caused by Customer or attributable to Customer, Bedrijf X is entitled to charge the exceeded limits to Customer.

7.3. Bedrijf X shall not be liable for any consequences of the inability to send, receive, store or change data in case the applicable limit for storage capacity or data traffic is exceeded by Customer.

7.4. If excessive use of data traffic is the effect of an external cause (such as in the case of a denial-of-service attack), Bedrijf X shall be entitled to charge Customer with the reasonable costs for such use.

Article 8. Intellectual property rights

8.1. All intellectual property rights developed or made available by Bedrijf X in the context of the Agreement shall be vested exclusively in Bedrijf X or its licensors.

8.2. Customer only has the user rights or other rights that are granted under these General Terms and Conditions or the Agreement, or those that are otherwise explicitly

Article 11. Liability

11.1. In the context of the conclusion and execution of the Agreement, Bedrijf X is not liable except for the cases stated below, and limited to the maxima stated therewith.

11.2. The total liability of Bedrijf X for Customer's damages arising from attributable shortcomings of Bedrijf X in complying with its obligations of the Agreement is limited, per event or series of coherent events, to an amount equal to the total payable amounts (excluding VAT) that Customer has paid under the Agreement until the moment the damage has occurred or, if the Agreement is concluded for a term longer than six months, to an amount equal to the payments that Customer has made in the last six months. The aforementioned shortcomings also include each shortcoming in complying with the warranty agreed with Customer, or any wrongful action by Bedrijf X, its employees or hired third parties. In no case shall the total compensation for direct damages amount to more than €10,000 (TEN THOUSAND EUROS) (excluding VAT).

11.3. Bedrijf X is not liable for indirect damages, consequential damages, lost profits, lost savings or damages arising from business interruptions.

11.4. The liability of Bedrijf X for attributable shortcomings in complying with the Agreement only arises if Customer puts Bedrijf X in default without delay and in Writing, giving a reasonable term to redress the shortcomings, and if the attributable shortcomings of Bedrijf X remain after this term. The notice of default shall contain a description that is as detailed as possible, in order to enable Bedrijf X to respond adequately. Bedrijf X shall receive the notice of default within 30 days after the damage has been discovered.

11.5. The exceptions to and limitations of liability as stated in this Article shall lapse if the damages is the result of intention or deliberate recklessness of the management of Bedrijf X.

11.6. Customer is liable to Bedrijf X for damages arising from attributable errors or shortcomings by Customer. Customer indemnifies Bedrijf X against claims concerning the use of the Services by Customer or with its permission in a manner not complying with the rules of conduct in these General Terms and Conditions. This indemnification also applies to persons who are not employees of Customer, but who nevertheless use the Services under the responsibility of or with permission of Customer.

Article 12. Force majeure

12.1. Parties cannot be bound to any obligation in the Agreement in case of force majeure reasonably renders the compliance with an obligation reasonably impossible, if such circumstance was not or should not have been foreseeable at the time the Agreement was concluded.

12.2. Force majeure must be understood to include (but shall not be limited to): interruptions of public infrastructure normally available to Bedrijf X on which the delivery of Services depend, but which are beyond the factual or contractual control of Bedrijf X, such as the functioning of IANA, RIPE or SIDN, and all networks in the internet that Bedrijf X has not a contractual relation with; interruptions in the infrastructure and/or Services of Bedrijf X caused by cybercrimes, such as (D)DOS attacks or (un)successful attempts to circumvent the protection of networks or systems; defects in things, equipment, programs or other source materials which the Customer has prescribed to use; strikes; war; terrorist attacks and domestic

disturbances.

12.3. If a case of force majeure continues for more than three months, each party is entitled to terminate the Agreement in Writing. In such case, any performance already made on the basis of the Agreement shall be paid in proportion to the performance, without the parties being obliged to pay any other amount.

Article 13. Secrecy

13.1. The parties shall treat confidentially any information that they provide to each other before, during or after performance of the agreement if said information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties shall also impose this obligation on their employees and on any third party they engage with for performance of the agreement.

13.2. Bedrijf X shall make efforts to prevent that it takes notice of data that Customer stores or disseminates through its hardware or software in relation to the Services, unless this is necessary for a proper performance of the agreement or Bedrijf X is required to pursuant to a statutory provision or court order. In such case, Bedrijf X shall make efforts to restrict the notice of such data as much as possible, to the extent this is within its power.

13.3. The obligations of this article will continue to exist after the agreement has ended for any reason whatsoever and for as long as the providing party can reasonably claim the confidentiality of the information.

Article 14. Term and termination

14.1. The term of the Agreement is equal to the time span necessary to deliver the Services. If the Agreement is a Subscription, it is concluded for a period of three months.

14.2. If parties agree on a fixed term for the Subscription, parties may not terminate the Agreement early, unless there are special grounds as defined in this Article. Each of the parties may terminate an Agreement, concluded for indefinite period, observing a notice period of 14 days.

14.3. Before the Subscription expires, Customer shall receive a request for renewal for a term stated by Bedrijf X. Only if Customer accepts such request, the Agreement will be renewed.

14.4. Bedrijf X may terminate or suspend the Agreement immediately if one of the following special grounds applies:

- a) Customer is in default concerning a substantial obligation;
- b) Customer has filed for bankruptcy;
- c) Customer has applied for a moratorium;
- d) Activities of Customer are being terminated or liquidated.

14.5. If Bedrijf X suspends the fulfilment of obligations, it retains the entitlements arising from the law and the Agreement, including the right of payment for the Services that are suspended.

14.6. If the Agreement is terminated, the claims of Bedrijf X against Customer are immediately due and payable. In case of termination or dissolution of the Agreement, outstanding invoices remain due and payable, without any obligation to cancel or nullify such invoices. In case of termination or dissolution by Customer, Customer may only terminate that part of the Agreement that has not yet been executed by Bedrijf X.

permission is not required in the case such transfer is part of a company takeover or the acquisition of a majority of shares in the party concerned.

VOORBEELD