

Terms Weservit

These general conditions apply to any offer or proposal of Weservit in respect of services and are an integral part of each of Agreement between Weservit and Customer. Terms or conditions imposed by Customer that differ from, or are not contained in these Terms are for Weservit only binding if and insofar as expressly Weservit Been accepted in writing. With Capitalised terms have the meanings as in the last article mentioned.

Article 1. Contract Closure

1.1

Customer may terminate the Services directly from the website Weservit applications. The Agreement arises at the time of shipment from the (possibly automatically generated) email Weservit with the confirmation and acceptance of the application. Customers can also request the Services by application form, which the Website is Weservit download, fill in signed and sent on. This application is binding. The Agreement creates at the time of dispatch of the notice of Weservit confirming and acceptance of the application. Customers can also request a free quotation. The agreement arises at the time of receipt of agreement on the quote, provided it takes place before the date specified in the tender.

1.2

If Customer is a consumer, Customer for a period of seven working days from when the order is made to the Agreement Dissolve in writing and free of charge. Except domain registrations and / or licenses.

Article 2. Implementation of the agreement

2.1

After the conclusion of the Agreement will Weservit it to best can and using due care and workmanship honor.

2.2

Weservit will endeavor to provide quality and uninterrupted availability of services and associated systems and networks realize, and to achieve this stored data access by Customer. Weservit however, offers no guarantees about the quality or availability, unless otherwise agreed in the offer via a so-called *Service*

Level Agreement (SLA).

2.3

Periods specified by Weservit of delivery have always indicative scope, except where the applicable SLA deadlines which does not mean other than as the result can be understood.

2.4

If and insofar as the proper execution of the Agreement requires this, Weservit the right to have certain work done by others. Any related unexpected additional costs are for account of the Customer if agreed in writing beforehand. These General Conditions also apply to the activities of third parties in the perform under the Agreement.

2.5

If agreed, Weservit Customer will have access to an account provide. The account will be accessible by password and user to enter. Every action by the Account of Customer or place created by Client Account shall be considered under responsibility and risk of the Customer to be done. If Customer suspects or reasonably suspect or know that abuse of an Account occurs, Customer must report it as soon as possible so that Weservit may take such measures.

2.6

Weservit will keep available for a reasonable level of customers remote support via phone and email, during regular hours, provided that the applicable SLA provides otherwise.

2.7

All amendments to the Agreement or at the request of the Principal or due to the fact that by whatever circumstances another embodiment is necessary if it is added cost as more work considered and as far as there exist less cost and less work. This One be billed according to the Client.

Article 3. Obligations of Customer

3.1

Customer is obliged to do everything and go as reasonably necessary and desirable is to allow a timely and proper execution of the Agreement. In it Customer bears particular ensure that all information, which Weservit deems necessary or which the Client reasonably understand that it is necessary to perform the Services, timely Weservit be provided. The period within which the Weservit Agreement should perform, not previously commences until all requested and data required by Weservit received.

3.2

If the Customer knows or suspects that Weservit some (additional) measures will have to take to meet its obligations, Customer Weservit thereof inform without delay. This obligation shall For example, if Customer knows or ought to provide that an extraordinary peak in tax systems Weservit will arise, which in some probability Services unavailability might cause. This is especially true if Customer is aware that there are also services provided to others through the same systems used as Weservit to provide services to the Customer. Weservit will do after warning everything to the unavailability of Services to be prevented. Unless otherwise expressly agreed in writing, can any reasonable additional costs incurred in doing so, are charged brought to Customer.

3.3

Customer may use the Services in any way for Applications with Increased Risk.

3.4

If Customer for the specific use that he gives to the Services or aims give any license or other authorization of public authorities or third parties needs, Customer must himself take care of obtaining it. Customer guarantees compared Weservit he all licenses and / or possession permissions necessary for the use of the Services Customer.

Article 4. Conduct and notice / takedown

4.1

The Customer is prohibited from using the Services or the Dutch other Customer or Weservit applicable laws or regulations violate or infringe upon the rights of others.

4.2

It is (whether it is legal or not) prohibited by Weservit to using of the Materials Services offer or disseminate:

- undeniably are primarily intended to assist others in violating the rights of third parties, such as websites (exclusively or mainly) hack tools or explanation about computer crime that is intended for the reader state and commit not to make (do) the specified criminal conduct to defend against them;
- unmistakable libelous, defamatory, offensive, racist, discriminatory or his hateful;
- pornography or bestiality pornography or contain apparently aimed at to help others find such materials;
- constitute a violation of the personal privacy of third parties, including in any case, but not limited to it without permission or necessity distribution of third parties of personal or repeatedly harassing third parties by this unsolicited communications;
- hyperlinks, torrents or contain references (occurrences of) material clearly infringes copyright, neighboring rights or portrait rights;
- contains unsolicited commercial, charitable or philanthropic communications;
- contains malicious content such as viruses or spyware.

4.3

Disseminating pornographic materials is permitted through the Services to the extent that no nuisance or other breach of these Terms and Conditions yields.

4.4

Customer shall refrain from inconveniencing other customers or internet or to harm to systems or networks or other Weservit customers. The Customer any processes or programs, whether through the Weservit systems, to boot which Client knows or reasonably suspect that this Weservit, obstructs its customers or internet or damages.

4.5

If in the opinion of Weservit nuisance, damage or other hazard is created for the functioning of the computer or the network of Weservit or third parties and / or the services provided via the Internet, in particular excessive sending of email or other data, denial-of-service attacks, poorly secured systems or activities of viruses, Trojans and similar software, Weservit is entitled to all measures take it reasonably deems necessary to avert this danger to to prevent. Weservit may cost associated reasonably necessary with these measures stories on Customer if Customer can reproach be made on the cause.

4.6

When Weservit receives a complaint about violation of this article by Customer, or even notes that this appears to be, Weservit Customer shall so soon as possible, notify the complaint or violation. Customer shall, as soon as may give a reaction, after Weservit will decide how to act. In exceptional cases where the complainant is the opinion of Weservit requested not to forward the complaint or Weservit believes that the offense is undeniable, do Weservit not to forward the complaint.

4.7

If Weservit considers that there is a violation, they will access to the relevant Material block, but without this material permanently remove (unless this is technically impossible, in which case Weservit backup will). Weservit will endeavor to thereby no touching other materials. Weservit Customer shall as soon as possible informed of measures taken.

4.8

Weservit is always entitled to declare detected offenses. Furthermore Weservit is entitled to name, address and other identifying information to deliver Customer to a third party who complains that Customer encroach upon the rights or these Terms and Conditions, provided that the correctness of which complaint is reasonably plausible enough, and the third a clear interest in release of the data.

4.9

Although Weservit strives so reasonable, carefully and effectively as possible to act on complaints about Customer Weservit is never required to compensation for damage resulting from measures referred to in this article.

4.10 The Customer is allowed to provide the services (to "resell"), however, only in conjunction with or as part of its own products or services Customer and without the name of Weservit as a supplier or subcontractor to make known. Customer shall indemnify Weservit all claims by his customers. Weservit may also in breach of these terms and conditions by which customers fully occur.

Article 5. Application of domain names

5.1

Application, allocation and possible use of a domain name depend and are subject to the rules and procedures of the relevant registration authorities, such as the Foundation for Internet Domain Netherlands .nl domain names. The relevant body decides on the

allocation of domain names. Weservit plays in the application only an intermediary role and does not guarantee that an application also be honored.

5.2

Customer may only include confirmation of Weservit, stating that The requested domain name is registered, learn the fact of registration. A invoice for registration has been no confirmation of registration.

5.3

Customer shall indemnify and hold harmless Weservit for all damages related account (the use of) a domain name on behalf of or by the Customer. Weservit is not liable for the losses caused by Customer of his right (s) on a domain name or for the fact that the domain name by a third requested and / or obtained, except in cases of willful misconduct or recklessness of Customer.

5.4

Customer must comply with the rules set by registering institutions for application, granting and use of a domain name. Weservit will to these rules refer during the registration process.

5.5

Weservit has the right domain name inaccessible or unusable make, or (do) in its own name places when Customer demonstrably defaults in the performance of the Agreement, provided, however, for only the time that the Customer is in default and only after a reasonable period to fulfill given written notice.

5.6

In the event of termination of the Agreement for breach of Customer Weservit entitled to a domain of Customer to cancel with a notice period of two months.

Article 6. Storage and data limits

6.1

There is no limit to the amount of storage or traffic per month Customer may or may actually use the Services framework.

6.2

If Customer uses excessively much storage space or data transfer, will Weservit contact Customer to find an appropriate solution.

6.4

When an excessive amount of data traffic is caused by a external cause (such as a denial of service attack) is Weservit entitled to costs reasonably incurred by the charge to Customer.

Article 7. Intellectual Property Rights

7.1

All intellectual property rights at all in the context of the Agreement developed by Weservit or provided materials based exclusively at Weservit or its licensors.

7.2

Customer acquires only the user rights and authority in this Terms of the Agreement or otherwise explicitly Written be awarded and for the rest Customer shall not these Materials reproduce or publish. The above does not apply if unmistakable erroneously failed to Customer such right to express way provide. However, release of source code of materials is always just required if expressly agreed.

7.3

Except if and to the extent agreed otherwise in writing, the Customer is not any indication regarding copyrights, trademarks, trade names or other intellectual property rights in removing these materials or change, including statements concerning the confidential nature and Materials secrecy.

7.4

It is Weservit allowed to take technical measures to protect Materials of the latter. If Weservit through technical protection these materials is protected, the Customer is not permitted for this security remove or avoid, except if and insofar as the law requires it determined otherwise.

Article 8. Prices

8.1

Unless otherwise expressly stated in an amount, all by Weservit are prices sales tax excluded.

8.2

If a price is based on data supplied by the Client and these data prove to be incorrect, Weservit entitled to the prices accordingly to fit, even after the Agreement has already been concluded.

8.3

If a Subscription Agreement, is entitled Weservit rates at any time to adjust to inflation, as determined by the relevant price index by Statistics Netherlands.

8.4

Change of price subject to the same conditions and procedures for change the Services and these Terms and Conditions.

Article 9. Payment Terms

9.1

Weservit shall invoice the amounts owed by Customer to Customer. Weservit thereby may issue electronic invoices. Weservit has the right to periodic amounts prior to delivery of the Bringing services into account.

9.2

The payment term is 14 days after the invoice date, unless Written otherwise agreed.

9.3

If Customer after 14 days after the payment has not been paid in full, he's automatically be in default without any notice is required.

9.4

If the Customer is in default, has the following consequences:

- On the outstanding amount of the statutory interest;
- Customer is € 7.50 administrative fee payable for each reminder and reminder;
- the Customer hosted websites and other materials may without further warning be inaccessible until the outstanding amounts, interest etc. are met.

9.5

Unless Customer is a consumer, appeal by Client to suspension, settlement or deduction not allowed.

9.6

In case Customer any obligation under the Agreement fails, is Weservit without notification of default next suspension of services delivered to take back goods without prejudice to the right to compensation Weservit for damages, lost profits and interest.

Article 10. Liability

10.1 Weservit in the context of the creation or implementation of the Agreement is not liable except in the cases listed below, and not beyond the corresponding limits specified. However, in cases where the Compensation in the SLA, which is a penalty clause is applicable, occurs the distribution below in place of compensation for the actual damage by violation of the norms of the SLA may arise.

10.2 The total liability of Weservit for damages suffered by Customer as consequence of a culpable breach by Weservit of its obligations under the Agreement, explicitly including agreed every breach of a Customer guarantee obligation, or by an unlawful act of Weservit, its employees or third parties engaged by him, per event or a sequence of events is limited to an amount equal to the total fees (excluding VAT) which Customer under the Agreement will become due, or if the agreement has a duration of more than six (6) months, an amount equal to the fees that Customer in the last six (6) months paid. In no case, however, the total compensation for direct damages exceed ten thousand (10,000) euros (excluding VAT).

10.3 Weservit is explicitly not liable for any indirect, consequential, lost profits, lost savings and damage due to business interruption.

10.4 The liability for a breach of the Weservit fulfillment of the Agreement if Customer Weservit immediately and properly written notice of default, stating a reasonable period to remedy the deficiency, and Weservit after that period attributable to fulfill its obligations continues to fail. The notice, a detailed description of the failure to contain so Weservit able to respond adequately. The notice must be within 30 days after the discovery of the damage received by Weservit.

10.5 The exclusions and limitations specified in this Article shall not apply if and insofar as the damage caused by intent or deliberate recklessness of the management of Weservit.

10.6 Customer against Weservit is liable for damage by him culpable error or omission occurred. Customer indemnifies against Weservit claims relating to the use of the Services or Customer's consent does not comply with the rules of conduct in Article. This indemnification also applies in respect of persons who are neither employees of Customer, but nevertheless the Services under the responsibility or have used Customer's permission.

Article 11. Force Majeure

11.1 Neither party is obliged to fulfill any obligation if a circumstance beyond the control of the parties and at the close of the Agreement has not already been or should have been provided, each reasonable opportunity to comply nullifies.

11.2 Force majeure is partly (but not exclusively) means interference public infrastructure which is normally available for Weservit, and where the provision of the Services depends, but which no Weservit can exercise actual power or contractual obligation to fulfill, such as the operation of the registers of IANA, RIPE or SIDN, and all networks in the Internet Weservit where no contract has signed it; failures in infrastructure and / or Services Weservit caused by cybercrime For example, (D) DoS attacks, or whether or not the unsuccessful attempts to bypass network or system security; shortcomings suppliers Weservit who Weservit could not foresee and where Weservit his supplier cannot be held liable for such because at the supplier (also) there was force majeure; Defectiveness of items, equipment, software or other source which Customer has prescribed use; Unavailability of staff (due to illness or otherwise); government measures; general transportation problems; strikes; wars; terrorist attacks and domestic riots.

11.3 If a force majeure situation lasts longer than three months, either party the right to terminate the agreement in writing. Which is already under the contract is performed, shall be charged proportionately in that case, without the parties owing each other anything.

Article 12. Confidentiality

12.1 The parties will information it before, during or after the execution of the Agreement provide to each other confidential when information is marked as

confidential or if the receiving party knows or should reasonably suspect that the information was intended as confidential. The parties also impose this obligation on their employees and on those third parties involved in performance of the Contract.

12.2 Weservit will not take cognizance of data recorded by Customer and / or distributed systems of Weservit unless it is necessary for good execution of the Agreement or Weservit is obliged by virtue of a legal provision or court order. In that case, will Weservit exert the notification of data to minimize, to the extent it is within his power.

12.3 The duty of confidentiality continues after termination of the Agreement for any reason, or for as long and as far reaching party can reasonably claim to the confidentiality of the information.

Article 13. Duration and Termination

13.1 The term of the Agreement is the time span needed to the Services supply. If the Agreement is a subscription is entered into for indefinitely.

13.2 Either party may an agreement concluded for an indefinite period terminate with a notice period of 14 days.

13.3

13.4 Weservit may suspend or terminate the Agreement with immediate Written if at least one of the following special grounds applies:

a)

Customer is in default with respect to any material obligation;

b)

The bankruptcy of Customer is requested;

c)

Customer has requested a suspension of payments;

d)

The activities of Customer be terminated or liquidated.

13.5 If Weservit suspends fulfillment of its obligations, it retains its rights under the law and the Convention, including the right to payment for the services that have been suspended.

13.6 If the Agreement is terminated or dissolved, the claims of Weservit on Customer due immediately. In case of the dissolution of Agreement remain amounts billed for work performed due, without any obligation to undo. In the case of termination by Customer, Customer may only that portion of the contract dissolve that has not yet been implemented by Weservit. If the dissolution Customer is attributable has Weservit entitled to compensation for the damage thereby directly and indirectly created.

13.7 The right to suspension applies to all the above cases with Customer Agreements concluded simultaneously, even if only customer is in default with relating to one Agreement and without prejudice to the right of Weservit compensation for damages, lost profits and interest.

Article 14. Procedure after termination

14.1 Upon termination of the Agreement as a result of cancellation or termination, Weservit is entitled to delete all stored data immediately or inaccessible to create and to cancel all Accounts of Customer.

14.2 Deleting the data stored for Customer happens standard without special precautions to make erasing irreversible, but can stop on request supplement by means of a software-based data shredder happen.

Article 15. Ranking and change of conditions

15.1 Weservit reserves the right for the Services and these Terms Conditions change or supplement. Changes also apply in respect of existing agreements subject to a period of 30 days notification of the change.

15.2 Changes will be announced on the Weservit Web site, or by e-mail Customer, or another channel which Weservit can prove that the disclosure has arrived at Customer. Non-substantive amendments of minor importance may at any time be made and require no notice.

15.3 If the Customer does not want to accept a change, Customer shall within two weeks after Written notice motivated notify Weservit. Weservit may then reconsider the change. If Weservit then the change does not withdraw, can Customer until the date the new conditions force, terminate the agreement by this date.

15.4 Provisions relating to specific services, go as they apply are, for over general provisions relating to all services. Further agreements between Weservit and Customer prevail only above this Conditions if they are in writing and if it is expressly determined, or undoubtedly was the intention of both parties.

Article 16. Other provisions

16.1 The Agreement is governed by Dutch law.

16.2 To the extent that the mandatory law does not stipulate otherwise, all disputes which may arise in connection with the Agreement be submitted to the competent Dutch court of the district which Weservit is located.

16.3 If any provision of this Agreement is found to be invalid, this will not affect the validity of the entire agreement. The parties will in that case replacement (a) new provision (s) which as closely as legally possible to the intent of the original Agreement and General Conditions are shaped.

16.4 Information and communications, including pricing, the Weservit Website are subject to programming and typing errors. In the case of some inconsistency between the website and the Agreement the Agreement shall prevail.

16.5 The log files and other electronic or administration of Weservit constitute full proof of theorems of Weservit and by Weservit received or saved version of any (electronic) communication is regarded as authentic, subject to proof to the contrary by the Client.

16.6 Parties inform each other immediately in writing informed of any changes in name, address, email address, telephone number and request, bank account number.

16.7 Each party is only entitled to assign its rights and obligations under the Agreement to transfer to a third party with the prior written consent of the other party. However, this permission is not required in case of takeover or acquisition of the majority of the shares of the relevant party.

Article 17. Definitions of terms used

In these conditions shall apply: **Weservit:** the company Weservit B.V., established in Nuland and registered with the Chamber of Commerce under number 6365414.

Weservit Website: Weservit website, accessible via the domain www.Weservit.nl.

Subscription: the agreement in which one or more of the parties undertakes to for a certain period of time to be carried out continuously or repeatedly performance (eg. hosting a 12-month contract).

Account: the right to access a user interface that Customer (certain aspects of) can manage and configure services as well as the configuration (s) and the Customer stored files themselves.

Conditions: The provisions of the present document.

Customer: the natural or legal person with whom an agreement Weservit has closed. It is also intended that the one with Weservit in about bargaining occurs or is, as well as his representative (s), agent (s) assignee (s) and heirs.

Services: the products and / or services that will deliver to Customer under Weservit an Agreement.

Materials: all works, such as websites and (web) applications, software, branding, logos, leaflets, brochures, leaflets, signage, advertising, marketing and / or communication plans, concepts, images, texts, sketches, documents, opinions, reports and other products of the mind, as well as preparatory material thereof, and (possibly encrypted) files or media on which the Materials are located.

Agreement: any **agreement** between Customer and Weservit under which Weservit Services to Customer.

Writing: besides paper writings email and fax communication, provided that the identity of the sender and the integrity of the message is established enough.

Applications With Increased Risk: applications where an error in the Services cause death or serious injury, or severe environmental damage or loss of (personal) data very high consequential damages. Examples of applications with increased risk are: transport which may result in an error that trains derail or aircraft crash; medical systems which can have an error causes a patient may receive no or malpractice; systems where a substantial part of the population is dependent on the allocation of crucial government services, such as DigiD; to systems in which (a lot of) medical data or other Special information for the purposes of the Data Protection Act, or otherwise highly sensitive data is stored.