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Article 1 - Definitions

1.1 Conditions: These terms and conditions, regardless of the form in which they are made known (paper or electronic).

1.2 FLX: Flexzone - IT, offices the Spaarnestraat 97 to (3812HC) Amersfoort (The Netherlands), registered with the Trade Register of the Chamber of Commerce number: 68347995

1.3 User: An adult emancipated and disposal authorised natural or legal person who has registered on the website.

1.4 Registration: Filling in the registration form found on the website completely which would allow the use of FLX Services.

1.5 Website: www. and all other sites that are registered under the name of FLX.

1.6 Customer: the user with whom FLX has entered into an agreement and/or for whom the act was/is performed, under which services are delivered to the party.

1.7 Services: All work and other activities that are the subject of any offer, contract or other legal act in the relationship between FLX and its Customer. In particular, real time applications of domain names, including, but not exclusively .EU domain names and requesting a hosting package for a website.

1.8 SIDN: The Foundation for Internet Domain Registration in the Netherlands.

Article 2 - Applicability Conditions

2.1 The General Conditions shall apply to and form part of all offers, agreements and other legal acts, whether oral, written, electronic or any other form are made on delivery by FLX services to or on behalf of the customer.

2.2 The General Conditions also apply to services where FLX wholly or partially provides services to third parties involved, whether or not processed, and provided to the customer. This includes services implemented by the offer, contract or other legal act, commissioned by FLX and delivered by a third party, to the customer.

2.3 Deviations from the General Conditions are valid only if expressly agreed in writing by FLX to the client and advance.

2.4 FLX explicitly rejects the applicability of any general (purchase or sale) conditions

of the customer.

2.5 If and to the extent any provision of the Terms is declared invalid or unenforceable, the remaining provisions of the Terms remain in effect. FLX and customer shall then consult with each other on a new provision to replace the null / nullified stipulation, with the intent of the null / nullified stipulation being taken into account.

2.6 FLX is entitled to amend these terms and conditions at any time. Changes will apply in respect of agreements already concluded with a notice period of 30 days after written notification of the change. If the customer does not accept the changes prior to the date of implementation or on receipt of the notice of change the agreement will be terminated. In this case no (partial) refund of fees will be paid.

Article 3 - Agreement

3.1 All offers from FLX are free, unless stated explicitly in writing.

3.2 All quotations made by or on behalf of FLX are free, unless stated otherwise by FLX writing or by email.

3.3 All agreements between the FLX and the Customer shall be prepared exclusively in Dutch or/and English.

3.4 A contract is formed by a User when an order is placed on the FLX website.

3.5 The right of termination under Article 7:46 d of the Dutch Civil Code does not apply to services, including hosting packages as specified by the Customer.

3.6 Additions and amendments to the contract may be made only in writing.

3.7 The agreement is valid for 12 months, unless otherwise agreed.

3.8 The Agreement shall be automatically renewed for the same period unless it is terminated via email not later than one (1) month before the end of the Agreement. If the Customer is a consumer, an Agreement for a period of one year will be entered into. The Customer has the right to terminate with a notice period of one month. If the Customer does not terminate, the Agreement is automatically extended to a contract of indefinite duration. The customer, in this case, has the right to terminate the Agreement with a notice period of one month. Costs or non-cancelable charges made by FLX, commissioned by the Customer, after entering the agreement are non-refundable at termination and remain payable after the cancellation.

3.9 Declared deadlines for the delivery of services by FLX are for guidance only and are therefore never actionable, unless expressly agreed otherwise in writing.

Article 4 - Domain Registration

4.1 Request and use of a domain and / or IP addresses are subject to the prevailing rules and procedures of the relevant registration authorities, including but not limited to the Foundation for Internet Domain Registration in the Netherlands. The relevant body decides on the granting of domain and / or IP addresses. FLX only plays a mediating role in the application and does not guarantee that a request will be honored.

4.2 Domain names are registered in the name of the Customer and the Customer is entirely responsible for the use of the domain and the domain name. The Customer indemnifies FLX against all claims from third parties in connection with the use of the domain name. This also applies to anonymous domains.

4.3 If the customer has registered the domain name anonymously with FLX, FLX has the right at any time to declare the account holders personal data to any third party.

4.4 In the case of anonymous domains, the customer shall be responsible for the domain name. Any costs incurred will be recouped from customers.

4.5 It is not permitted to register anonymous domain names, which are filed as a trademark or registered with the Chamber of Commerce.

4.6 FLX reserves the right to modify anonymous domain customer data.

Article 5 - Hosting

5.1 FLX has an obligation regarding the availability of the server and the network, according to the service level agreement. FLX is not liable if this level is not achieved at any time.

5.2 FLX is not liable for failure or unavailability due to force majeure, as well as failures in the Internet or from other providers, power failures, third party fraud or failure or unavailability of a similar site.

5.3 The Customer may not use the Services and / or provided disk space in the event of the following:

- a.** Actions and or behavior contrary to the applicable legal provisions, Netiquette, or the guidelines of the Advertising Code Committee;
- b.** Sending unsolicited email and / or posting large numbers of newsgroups on the Internet posting of a message with the same content (spamming);
- c.** Violating copyright works or otherwise violating the intellectual property rights of third parties;
- d.** Publication or dissemination of criminal acts and / or video or audio material, including child pornography, racist material and discriminatory statements;
- e.** Sexual harassment or harassment of any other kind;
- f.** Access without consent from other computers or sites on the Internet or an intranet, whether or not any security is breached and / or access is gained by a technical intervention using false signals or a false key, or by adopting a false identity (hacking);
- g.** Spreading computer viruses;
- h.** Any other act in violation of the law, the code of conduct, as well as what is proper in society.

5.4 FLX is in the following cases allowed, with immediate effect to completely block all use or remove a Customer's website from the server without notice and without giving reason. In this case the Customer does not have any right to compensation and is required to refund all damages as a result of the offence to third parties. Non-payable subscription fees will be returned or settled:

- a.** If a customer violates the provisions of Articles 5.3 or if there is a serious suspicion that a violation exists;
- b.** If a Customer's website or part of the website causes, or is likely to cause the 'interruption' or the unavailability of a FLX server;
- c.** If it appears that the Customer gave false and / or incorrect personal or business information;
- d.** If it appears that the Customer Agreement was entered into under false pretences.

5.6 FLX has no influence on the information provided on the site or distributed through the servers and is not liable for any consequences. Nor is FLX liable for the disclosure of confidential information. The Customer is responsible for the use of credit card payments and acceptance mechanisms or the use of electronic money through the site or otherwise.

- 5.7** The Customer is responsible for exceeding the agreed amount of traffic in accordance with the agreed terms.
- 5.8** If the Customer exceeds the agreed amount of data, FLX is entitled, on the basis of actual costs to levy a charge. The standard costing rate is EUR 0.25 per Giga Byte.
- 5.9** The Customer is responsible for regular backup of all files on the server. FLX has no responsibility for any loss of data or resulting damage.
- 5.10** FLX is entitled to close an application (temporarily) without prior notice and / or limit the extent necessary for required maintenance or improvement of the system or the application's use.
- 5.11** The temporary unavailability or reduced availability of the Customer's application gives no right to any refund of (part of) an invoice.
- 5.12** The Customer is expressly prohibited to use IRC (Internet Relay Chat), or any other similar programs.
- 5.13** The Customer is expressly not allowed to set up a Chat service.
- 5.14** The Customer is expressly not allowed to set an (anonymous) proxy.
- 5.15** If MySQL databases are subject to Fair use policy (both number and storage). FLX may restrict the number of databases and / or storage.
- 5.16** The customer is expressly prohibited from using FLX servers as a backup and / or file storage (other than the for the site of a Customer and possibly some backups thereof), including the provision of file, picture or video sharing and use of web space service as a backup medium.
- 5.17** Unlimited data traffic is available only on the basis of Fair Use Policy.
- 5.18** DDoS attacks and maintenance are excluded from the uptime guarantee offer.
- 5.19** The customer is expressly prohibited from using FLX servers as storage server for services that have nothing to do with our web hosting.
- 5.20** Cloud Servers are not allowed.
- 5.21** The Customer is expressly not allowed to distribute or host torrents on FLX server (The customer is at all times responsible for the damage resulting from this)

Article 6 - Decommissioning

- 6.1** FLX has the right to postpone, cancel and / or limit the use of provided services (temporarily) if a Client fails to comply with its contract obligation to FLX and / or

breaches these terms and conditions and / or at the request of a competent authority. The Client's obligation to pay the amounts owed remains despite decommissioning operations.

6.2 Recommissioning will be carried out as soon as possible after the Client has fulfilled its obligations and a fixed amount payment for the completion of the matter has been met and / or if FLX has permission from a competent authority.

Article 7 - Prices and rates

7.1 All prices quoted by FLX and rates are in Euros unless otherwise stated previously and explicitly in writing.

7.2 All prices and rates quoted by FLX are exclusive of sales tax (VAT) and any other charges imposed by the government, and exclude transportation and delivery costs in respect of travel and accommodation, unless explicitly stated otherwise in writing.

7.3 FLX is entitled at any time to adjust prices and rates with a notice period of two (2) months after the announcement.

7.4 The customer may terminate at the effective date of the price change. Notice of termination must be made by registered letter.

Article 8 - Payment

8.1 The Client's payment starts on the day the contract is made. The payment covers the period beginning on the day of the actual provision of services by FLX.

8.2 The customer shall pay within the term mentioned on the invoice. If the date of payment is not indicated on an invoice then it will be payable within 8 (eight) days.

8.3 All payments made by a Customer to FLX will be deducted from the oldest outstanding invoice belonging to that Customer, regardless of any other statement from the Customer.

8.4 Any appeal by the Customer for suspension, reduction or deduction is not allowed.

8.5 If any Customer invoice is not paid within the agreed payment terms, the Customer shall be in default without any notice or summons required.

8.6 If payment is not received by the maturity of an invoice, a customer who is a

consumer will be required to pay statutory interest on the amount due. A Customer acting on behalf of a profession or business will be subject to additional charges of 1% interest per month.

8.7 If the Customer remains in default of the amount due, plus interest, in accordance with Article 8.6, an additional charge of € 35, - excluding VAT will become due.

8.8 By failure to settle invoices FLX will pass the claim for collection. The Customer is, in this case, liable for the payment of interest in addition to the payment of the outstanding invoice and reminder costs required for compensation for any loss suffered by FLX, and all judicial and extrajudicial costs. The level of the extrajudicial costs is at least 15% of the principal amount, with a minimum of € 238, - including VAT.

8.9 If the Customer believes that an invoice is incorrect, objections must be made within two weeks of the invoice date. Upon receipt of the objection FLX will initiate an investigation. When objections are not filed on time, the invoiced amount will be collected or deemed to be correct and accepted by the Customer.

8.10 If a Customer uses direct debit payment FLX will automatically collect the amount owed from the client's bank account. The Customer is responsible for the accuracy of the bank details provided, including but not limited to the account and the administration due.

8.11 If a Customer cancels an automatic debit payment an administration charge will be levied.

Article 9 - Termination

9.1 The Customer shall conform to the termination agreement. Article 3.8 Article 7.4. FLX will send a confirmation email for each termination request received.

9.2 Each party is entitled to terminate the agreement by extrajudicial dissolution if the other party fails in performance of obligations under the Agreement and such failure, after having been declared in default, is not restored within a reasonable period of the agreement. Dissolution will not relieve the Customer from any payment in respect of services already provided by FLX, unless FLX is in default, relating to these services.

9.3 FLX is entitled to terminate the contract without notice and / or judicial intervention with immediate effect if:

- 1.** The Customer is declared bankrupt;
- 2.** The Customer temporarily or permanently suspends payments required;
- 3.** The Customer has lost its power of free control (part of);
- 4.** FLX has reason to doubt the financial resources of the Customer to comply (in time) to its obligations under the agreement.

9.4 FLX is entitled to terminate the agreement without judicial intervention with immediate effect or to work outside of the agreement in the cases under Article 4.

9.5 In the event of termination due to the preceding paragraphs, the Customer will not be entitled to any compensation.

Article 10 - Liability

10.1 FLX in its activities depends on the cooperation, services and supplies from third parties. Where FLX can exercise little or no influence FLX is not liable for any damage arising from the relationship between the Client and FLX or the termination thereof, regardless of whether the damage occurred during or after the relationship with FLX.

10.2 Any liability of FLX for any other form of damage is excluded, including any form of additional compensation, compensation for indirect or consequential damages and damages for loss of earnings or sales and / or corruption or loss of data.

10.3 The Customer indemnifies FLX of all claims from third parties in respect of damage caused by improper or careless use of the services provided to the Customer or by FLX in any way. This shall include, but not be limited to a fine from SIDN for a removal of any domain name without the permission of the copyright holder and damages to a third party from whom the property is moved illegally.

10.4 If and insofar as FLX is required to pay compensation or damages to the Customer, such compensation is only recoverable to a maximum of € 350, -.

10.5 The Customer is liable for all damages FLX may suffer as a result of a Customer's shortcoming in the fulfillment of the obligations arising from the agreement and these terms and conditions.

10.6 Changes to Customer data must be immediately notified in writing to FLX. In the

absence of this, a Customer is liable for any damages the Customer or FLX suffer as a result.

Article 11 - Personal

11.1 The Client, when entering into an agreement, gives express consent to process submitted data and / or store it in a database for the purpose of execution of the agreement.

11.2 FLX will change personal details on request by the customer.

Article 12 - Disputes

12.1 All cases in which these Terms and Conditions do not provide a definitive decision on behalf of the customer or FLX.

12.2 All disputes between FLX and the Customer shall be governed by Dutch law.

12.3 All disputes between FLX and the Customer shall be submitted exclusively to the competent court in the district of Amersfoort.