ICT~Office Terms and Conditions
Module 6 Webhosting

The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands under number 30174840.

1. Applicability

1.1 The ICT~Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier provides 'webhosting' and related services.

1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

2. The hosting services

2.1 The Supplier shall provide the hosting services agreed with the Client.

2.2 If the agreement includes the provision of disk space on hardware, the Client shall not exceed the agreed disk space, unless the agreement explicitly sets out the consequences of this. The Client shall only use the disk space for the posting of one or more webpages of a website referred to in the agreement. The agreement shall only include the provision of disk space on a server reserved exclusively and specifically for the Client if this has been explicitly agreed in writing. All use of disk space, data communications and other burdens placed on systems and infrastructure shall be limited to the agreed maximums and subject to the company rules draw up by the Supplier for the benefit of, and which apply to, users. Except where agreed otherwise in writing, the data communication capacity that is not used by the Client during a specific period cannot be carried over to the next period. If the agreed maximums are exceeded, the Supplier shall charge an additional fee according to the standard rates.

2.3 If the agreement includes the provision of access to the internet, the Supplier shall, except where agreed otherwise in writing, make every effort to establish connections with the internet via the Supplier's system, including access to the website hosted by the Supplier. The Supplier is not responsible for infrastructure belonging to the Client or third parties.

2.4 Except where agreed otherwise in writing, the Client shall be responsible for the management, which includes monitoring settings, the use of the service and the manner in which the results obtained through the use of the software are used. The Client shall also be responsible for training given to and use by users, regardless of whether or not there is a relationship of authority between the Client and these users. If no explicit agreements have been made in this regard, the Client itself shall install, set up, parameterise and tune the (auxiliary) software and adapt the hardware used, other software and operating environment where necessary, as well as achieving the interoperability desired by the Client. Except where agreed otherwise in writing, the Supplier shall not be obliged to carry out data conversion.

2.5 If the agreement stipulates that the service provided by the Supplier shall also include the provision of support to users, the Supplier shall issue advice by telephone or e-mail on the use and operation of the websites hosted. The Supplier may impose conditions in relation to the qualifications and the number of contacts who are eligible for support. The Supplier shall deal with properly substantiated requests for support within a reasonable period of time. The Supplier cannot guarantee the correctness, completeness or timeliness of responses or support provided. Except where agreed otherwise, support shall only be provided on working days during the Supplier's standard business hours.

2.6 The agreement shall only include the organisation or provision of backup, fallback and recovery services if this has been agreed in writing.

2.7 If the agreement stipulates that the Supplier shall provide the Client with services in relation to a domain name, including the application for, renewal, sale or transfer of a domain name to a third party, the rules and procedures of the relevant authority or authorities must be observed. Upon request, the Supplier shall provide the Client with a written copy of these conditions. The Supplier expressly does not accept any responsibility for the accuracy or timeliness of the services or the realisation of the results envisaged by the Client.

2.8 All costs associated with the application and/or registration process shall be payable by the Client according to the agreed rates. If no rates have been agreed, the Supplier's standard rates shall apply.

2.9 The Supplier shall not guarantee that the domain name desired by the Client shall be assigned to the Client.

2.10 The Supplier shall not be responsible for the content and composition of the domain name or the use of the domain name. The Client shall guarantee the Supplier that it is entitled to use the domain name and that such use is not unlawful vis-à-vis one or more third parties. The Client shall indemnify the Supplier against any claims by third parties in relation to the domain name, even if the Client's domain name was not registered by the Supplier.

2.11 The agreement shall only include the provision of e-mail addresses to the Client if this has been agreed in

writing. The parties shall agree the number of e-mail addresses to be provided.

3. Provision of services

3.1 The Supplier shall make every effort to ensure that the services are provided with due care and in accordance with the arrangements and procedures agreed in writing with the Client where applicable. The Supplier shall provide all services on the basis of a best efforts obligation, unless and in so far as the Supplier has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.

3.2 The Supplier shall only perform the service on behalf of the Client. If the Supplier carries out work relating to the Client's data or that of its employees or users pursuant to a request or an authorised order from a government agency or in connection with a statutory obligation, the Client shall be invoiced for all of the associated costs.

3.3 The Supplier may make adjustments to the content or scope of the service. If such adjustments result in a change in the procedures that apply to the Client, the Supplier shall notify the Client as soon as possible and the costs of this change shall be borne by the Client.

3.4 The Supplier may temporarily suspend the service in full or in part for the purpose of carrying out maintenance work. The Supplier shall not suspend the service for longer than necessary and shall arrange for this to take place outside of office hours where possible and, according to the circumstances, shall notify the Client in advance.

3.5 The Client shall adequately protect its systems and infrastructure and shall operate anti-virus software at all times.

4. Rules of Conduct; Notice and Take Down

4.1 If the Supplier imposes general rules of conduct that apply to all of its clients, the Supplier shall issue these to the Client upon request and the Client shall be obliged to comply with these rules of conduct strictly and in full. The Client shall behave towards third parties with due care and in a lawful manner at all times and in all cases. The Client shall at all times specifically respect the intellectual property rights and other rights of third parties, as well as the privacy of third parties, and shall refrain from distributing data in contravention of the law and from providing illegal access to systems, distributing viruses or other harmful programs, committing offences and from infringing any other statutory obligations.

4.2 With the aim of avoiding any liability vis-à-vis third parties or limiting the consequences of this, the Supplier shall at all times be entitled to take measures in relation to an act or omission by or at the risk of the Client. The Client shall be obliged to remove information immediately on the first written request of the Supplier. If it fails to do so, the Supplier shall be entitled to remove the information or prevent access to this information at its own discretion. In the event of the infringement or imminent infringement of the provisions of Article 4.1, the Supplier shall also be entitled to

refuse the Client access to the Supplier's systems with immediate effect and without prior notice. The foregoing expressly does not affect any other measures or the exercising of other rights by the Supplier vis-à-vis the Client. In this case, the Supplier shall also be entitled to terminate the agreement with immediate effect, without this resulting in any liability vis-à-vis the Client.

4.3 The Supplier cannot be required to form an opinion on the validity of the claims of third parties or of the Client's defence, or to become involved in any way in a dispute between the Client and a third party. The Client will need to consult with the third party in question and provide the Supplier with information in writing that is properly substantiated with documents.

5. Service Level Agreement

5.1 Any service level agreements shall in all cases only be entered into explicitly in writing. The Client shall notify the Supplier at all times of all circumstances that may affect the service and the availability of the service. If service level agreements are entered into, any periods of decommissioning announced in advance due to maintenance work or to circumstances outside of the Supplier's sphere of influence will not be taken into account when assessing availability. The assessment will be based on the service as a whole during the term of the agreement. Barring proof to the contrary, the availability measured by the Supplier shall be conclusive evidence.

6. Term and transfer of the website

6.1 The agreement shall be entered into for the term agreed between the parties. If no term has been agreed, a term of one year shall apply. The term of the agreement shall be extended automatically by the term of the original period each time, unless the Client or the Supplier terminates the agreement in writing with due observance of a notice period of three months prior to the end of the period in question.

6.2 The Supplier shall only lend its cooperation in the transfer of the website and the corresponding domain to the Client or another supplier of webhosting services on or following termination of the agreement – on payment by the Client of a fee to be determined by the Supplier and subject to due observance by the Client of all conditions determined by the Supplier – if this has been agreed in writing.

7. Payment

7.1 If an invoicing schedule has not been explicitly agreed, all amounts relating to the services provided by the Supplier shall in each case be payable in advance each calendar month.

8. Guarantee

8.1 The Supplier shall not guarantee that the service will be provided without errors or interruptions. Partly due to the nature of the internet and the way that it works, the Supplier cannot guarantee that the internet will be available or accessible at all times and that it will be

possible to access and consult the websites hosted by the Supplier at all times and without disruptions.

8.2 The Supplier is not responsible for checking the correctness and completeness of the service. The Client shall check the results of the service itself on a regular basis.

8.3 On the basis of the information provided by the Supplier in relation to measures for the purpose of preventing and limiting the consequences of interruptions or shortcomings in the service, the scrambling or loss of data or other incidents, the Client shall identify and list the risks for its organisation and take additional measures where necessary. The Supplier declares that it is prepared to lend its cooperation in further measures to be taken to the Client to a reasonable extent and at the request of the Client, subject to (financial) conditions to be imposed by the Supplier. Under no circumstances shall the Supplier be responsible for the recovery of scrambled or lost data.

8.4 The Client shall be responsible for the data processed by the Client through the use of the service. The Client shall guarantee the Supplier that the data is not illegal and does not infringe the rights of third parties. The Client shall indemnify the Supplier against claims by thirds parties, of whatever nature, in relation to this data or the execution of the agreement.

9. Processing of personal data

9.1 The Client shall guarantee that all of the requirements in respect of the lawful processing of personal data input or processed by the Client or third parties on the website or otherwise hosted or processed by the Supplier have been met.

9.2 Without prejudice to the provisions of the General module, responsibility for the data hosted or processed through the use of the service by the Client shall rest with the Client. The Client shall guarantee the Supplier that the data is not illegal and does not infringe the rights of third parties. The Client shall indemnify the Supplier against claims by thirds parties, of whatever nature, in relation to this data or the execution of the agreement.

9.3 Pursuant to legislation in respect of the processing of personal data (such as the Personal Data Protection Act [Wet Bescherming Persoonsgegevens]), the Client has obligations vis-à-vis third parties, such as an obligation to provide information, and an obligation to allow the inspection, correction and removal of personal data of parties involved. The Client is fully and exclusively responsible for ensuring compliance with these obligations. The parties agree that, with regard to the processing of personal data, the Supplier is the 'processor' within the meaning of the Personal Data Protection Act. The Supplier shall, as far as technically possible, lend its cooperation with regard to compliance with the obligations to be met by the Client. The costs associated with such cooperation are not included in the Supplier's agreed prices and fees and shall be borne in full by the Client.