

Terms and Conditions

Article 1. Definitions

1. Supplier: Instant Dedicated, established in Alblasserdam and registered with the Chamber of Commerce under file number 54037824.
2. Customer: the natural or legal person who has concluded an Agreement with the Supplier or to whom the Supplier has submitted a quotation for this purpose.
3. General Terms and Conditions: the present document.
4. Service: the specific service that the Supplier agrees with the Customer, as stated in the Agreement or quotation.
5. Agreement: the agreement between the Supplier and the Customer in accordance with which the Supplier will provide the Service.
6. Website: www.Instantdedicated.com.

Article 2. Quotation, offer and acceptance

1. The Supplier shall prepare a quotation in which the supplier will state what is included in the Service and what amount will be payable on acceptance. The description of the Service given in the quotation alone is binding. The Customer can also use the electronic ordering process on the Website to purchase the Service. The amount payable is also indicated on the Website and in this regard the description of the Service given on the Website is also binding.
2. A quotation is without obligation and valid for 30 days following despatch by the Supplier, unless otherwise stated in the quotation.
3. If details provided by the Customer prove to be incorrect, the Supplier has the right to adjust the prices accordingly.
4. The Agreement is at all times subject to these General Terms and Conditions, unless otherwise expressly agreed in writing.
5. Provisions or terms and conditions laid down by the Customer that differ from or do not appear in these General Terms and Conditions are only binding on the Supplier if and to the extent that they have been expressly accepted by the Supplier in writing.
6. The Supplier has the right to reject a Customer at the Supplier's own discretion without giving reasons.
7. Following acceptance, the Agreement may only be amended by mutual agreement.
8. The Agreement runs from the time at which notice of acceptance by the Customer is received by the Supplier.

9. In the event of inconsistency of provisions in the Agreement, general terms and conditions or annexes thereof, the following order of precedence applies:

- the Agreement;
- any Service Level Agreement (SLA) concluded;
- any appendices;
- these General Terms and Conditions;
- any supplementary terms and conditions.

Article 3. Provision of the Service

1. Following the conclusion of the Agreement, the Supplier shall provide the Service in accordance with the quotation or electronic order as soon as possible, taking account of the reasonable wishes of the Customer.
2. Unless otherwise agreed in writing, the Supplier guarantees that it will provide the Service to the best of its ability, exercising due care and expertise.
3. If and to the extent that proper provision of the Service so requires, the Supplier has the right to arrange for certain activities to be carried out by third parties. The Supplier does not accept any liability for services provided by third parties.
4. The Customer is obliged to do and allow all that is reasonably necessary and desirable for timely and correct provision of the Service. In particular the Customer shall ensure that all the details that the Supplier states are necessary, or that the Customer should reasonably understand are necessary to provide the Service, are provided to the Supplier promptly.
5. The Supplier is permitted to make changes independently to the material supplied by the Customer without the prior consent of the Customer.
6. If this is part of the Service, the Supplier shall provide the Customer with an administrative user name and password. With these details the Customer has access to an administrative account and a management tool that the Customer can at the Customer's own discretion use to manage delivery of the Service and accounts for individual users and to set the options and restrictions for these individual users of the Service, all within the limits indicated in the Agreement. The Customer shall pay all the charges arising from use of the service with the administrative user name and password.
7. Any action that takes place using the administrative ac-

count or an account of an individual user will be regarded as taking place under the responsibility and at the risk of the Customer. The Customer must report any suspicion of misuse of an account to the Supplier as soon as possible to enable the latter to take action.

8. The Supplier has the right to take products and services supplied (temporarily) out of service, and/or to restrict their use, or not to supply them or to restrict their supply, if the Customer fails to fulfil an obligation to the Supplier in respect of the Agreement or fails to act consistently with these terms and conditions.

Article 4. Prices

1. All prices are exclusive of turnover tax (VAT), unless otherwise stated.
2. All prices on the Website, in quotations, folders and other Supplier documentation are subject to programming and typing errors. No liability will be accepted for the consequences of such errors.
3. If the Agreement is a continuing performance agreement, the Supplier is entitled to increase the rates charged at any time. The Supplier shall notify the Customer of rate changes, via the Website, in writing or by email, at least two (2) months in advance. In the event of a price increase, the Customer has the right to terminate the Agreement, subject to one (1) month's notice.
4. All the costs arising for the Supplier under the Agreement are for the account of the Customer, provided that they are attributable to the Customer.

Article 5. Hosting and related services

1. If the Service (also) includes services relating to storage and/or forwarding of material supplied by the Customer to third parties, as in the case of web hosting or email services, the provisions laid down in this article also apply.
2. The Customer shall not publish or display any information through the Supplier that is in breach of Dutch law. In particular this includes but is not limited to information published without the consent of the copyright holder(s), information of a libellous, intimidating, offensive, racist, inflammatory or discriminatory nature, information containing child pornography and information that violates the privacy of third parties or results in any form of stalking, and also hyperlinks, torrents or other references to such information on sites of third parties anywhere in the world (even when the information would be legal in the jurisdiction concerned).
3. The Supplier shall employ a complaints procedure that allows third parties ('complainants') to submit a complaint where they feel that such a breach has taken place. If a complaint is justified in the judgment of the Supplier, the Supplier is entitled to remove or block the material. In that case the Supplier is also entitled to provide personal details of the Customer to a reporting party or the competent authorities. The Supplier shall inform the Customer about the proceedings.
4. The Supplier is entitled to report any potentially illegal information. To this end the Supplier can provide all relevant Customer details and the information in question to the competent authorities and take all other actions required by these authorities as part of the investigation.
5. In the event of repeated complaints about information published by the Customer, the Supplier is entitled to dissolve and/or terminate the Agreement.
6. The Customer shall indemnify the Supplier against all losses as a consequence of the above. The Supplier is not liable for any losses the Customer suffers as a result of intervention by the Supplier as part of the complaints procedure.

7. The Customer shall refrain from being a nuisance to other Customers or Internet users or causing damage to the servers. The Customer is not permitted to start up processes or programmes, whether or not via the server, that the Customer knows or can reasonably presume will be a nuisance to the Supplier, other Customers or Internet users or cause damage. The Supplier shall notify the Customer of any measures.
8. The Customer shall comply with generally accepted Internet etiquette as laid down in RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and future adaptations of the same.
9. The Customer is not permitted to transfer the user name or user names and password or passwords provided by the Supplier to third parties without the consent of the Supplier.
10. The Customer is not permitted to resell and/or to relet the Service, unless otherwise agreed.
11. The Supplier can set a maximum amount of storage space that the Customer may use as part of the Service. Where this maximum is exceeded, the Supplier is entitled to charge an additional amount, in accordance with the amounts for additional storage space given on the Website. There is no liability for consequences of failure to send, receive, save or edit data if an agreed storage space limit has been reached.
12. The Customer hereby grants the Supplier an unrestricted licence to distribute, save, forward or copy all the materials distributed by the Customer using the systems of the Supplier in any way considered suitable by the Supplier, but only to the extent reasonably necessary for the fulfilment of the Agreement by the Supplier.
13. Apart from the obligations under the law, damage resulting from incompetence or the failure to act in accordance with the aforementioned points is for the account of the Customer.

Article 6. Domain names and IP addresses

1. If the Service (also) includes mediation by the Supplier in obtaining a domain name and/or IP address for the Customer, the provisions laid down in this article also apply.
2. Application, assignment and any use of a domain name and/or IP address are dependent on and subject to the applicable rules and procedures of the registration authorities concerned, including the SIDN and RIPE. The authority concerned decides on the assignment of a domain name and/or IP address. The Supplier merely fulfils a mediating role in the application and does not give any guarantee that an application will be successful.
3. The Customer can only learn the fact of registration from the letter of confirmation from the Supplier, which states that the domain name requested has been registered, unless otherwise stated. An invoice for registration fees is not a confirmation of registration.
4. The Customer shall indemnify and compensate the Supplier for all losses connected with (the use of) a domain name on behalf of or by the Customer.
5. The Supplier is not liable for the losses by the Customer of its right(s) to a domain name and/or IP address or for the fact that the domain name and/or IP address have in the meantime been requested and/or obtained by a third party, except in the event of intent or gross negligence of the Supplier.
6. If the Supplier registers a domain name in the Supplier's name on behalf of the Customer, the Supplier shall cooperate with requests of the Customer to relocate, transfer or cancel this domain name.
7. The Customer must comply with the rules that registration authorities lay down for application, assignment or use of a domain name and/or IP address.
8. The Supplier has the right to deny access to the domain

name or make it unusable or to put it in its own name where the Customer is demonstrably in default in the fulfilment of the Agreement, such however only for the time that the Customer is in default and only on expiry of a reasonable period for fulfilment set in a written notice of default.

9. In the event of dissolution of the Agreement for breach of contract by the Customer, the Supplier is entitled to cancel the domain name and/or IP address subject to one month's notice.

Article 7. Resellers

1. If the Service (also) includes the reselling, reletting or otherwise providing against payment ('Reselling') of products or services of the Supplier by the Customer to the Customer's clients, the provisions laid down in this article also apply.
2. In the case of Reselling the Customer shall act in the Customer's own name, for its own account and for its own risk and is not entitled to conclude agreements for, or on behalf of the Supplier, or to create the impression that the Customer is the agent or representative of the Supplier.
3. The Customer is free in the provision of its offering and prices to its clients, within the limits of the Supplier given in the quotation.
4. The Customer must impose at least the same obligations on its clients as the Supplier imposes on the Customer with regard to the product(s) or service(s) provided. The Supplier can demand that the Customer submits proof of this.
5. The failure of clients of the Customer to pay or pay on time does not discharge the Customer from the Customer's payment obligations to the Supplier.
6. The Supplier shall only seek contact with clients of the Customer through the Customer, unless the Supplier has an urgent reason for approaching these clients directly, or the Customer gives consent for direct contact. (Impending) damage and nuisance for third parties as a result of the activities of clients is in any event an urgent reason.?
7. The Customer is not entitled to use any trade name, brand name, logos or marks of the Supplier in promotional or commercial communication with a view to using the goodwill or good name of the Supplier for the canvassing of clients by the Customer. The Customer may however communicate in a businesslike manner that it uses products and/or services of the Supplier.
8. The Customer is at all times fully liable for everything that the Customer's clients do, or fail to do, using the systems or networks of the Supplier or those of its suppliers.
9. In the event of dissolution of the Agreement for breach of contract by the Customer, the Supplier acquires the right to approach, to inform and possibly to take over the Customer's clients.

Article 8. Services

1. Hardware and software support and other services shall be billed at the applicable hourly rate. The applicable hourly rate shall be published by the Supplier in advance. Support shall be charged by the hour, minimum purchase being one (1) hour unless otherwise agreed. In the case of requests for support where no SLA has been purchased, the Supplier cannot give any response time guarantees.

Article 9. Connectivity

1. Each month the current consumption of the Customer will be looked at. If the consumption differs from the expected package, the package can be modified retrospectively. An increase will be implemented immediately. A decrease

can only be implemented at the end of the term of this Agreement.

2. Data traffic is not transferable to a subsequent month, and/or hardware, unless otherwise agreed.
3. The term data traffic means all the network traffic generated by the Customer, incoming and outgoing. Incoming and outgoing traffic are added together to calculate data traffic.
4. The Supplier can set a maximum quantity of data traffic per month that the Customer may use as part of the Service. Where this maximum is exceeded, the Supplier is entitled to charge an additional amount, in accordance with the amounts for additional data traffic stated on the Website. No liability exists for consequences of the inability to send, receive, save or edit data if an agreed data traffic limit has been reached.

Article 10. Availability of the Service

1. The Supplier shall make every effort to achieve uninterrupted availability of the Supplier's systems and networks, and to provide access to data stored by the Supplier, but does not provide any guarantees unless otherwise agreed in the quotation or the electronic ordering procedure in the form of an SLA designated as such. Unless this has been otherwise stipulated in such an SLA, the provisions laid down in this article apply to availability.
2. The Supplier shall make every effort to keep the software the Supplier uses up to date. In this regard the Supplier is however reliant upon its Supplier(s). The Supplier is entitled not to install given updates or patches if in the Supplier's opinion this will not aid proper delivery of the Service.
3. The Supplier shall make every effort to ensure that the Customer can use the networks that are directly or indirectly connected to the network of the Supplier. The Supplier cannot however guarantee that these networks (of third parties) will be available at any given time.
4. If in the opinion of the Supplier the operation of the computer systems or the network of the Supplier or third parties and/or of the services using a network is at risk, in particular as a result of excessive sending of email or other data, poorly protected systems or activities of viruses, trojans and similar software, the Supplier is entitled to take all the steps that the Supplier reasonably considers necessary to avert or prevent this risk.

Article 11. Liability

1. The liability of the Supplier for direct losses suffered by the Customer as a consequence of an attributable shortcoming by the Supplier in the fulfilment of its obligations under this Agreement, expressly including any shortcoming in the fulfilment of a guarantee obligation agreed with the Customer, or as a result of a wrongful act of the Supplier, the Supplier's employees or third parties engaged by the Supplier, is limited per event or series of connected events to an amount equal to the payments that the Customer owes under this Agreement annually (exclusive of VAT). Under no circumstances however shall the total compensation for direct losses amount to more than EUR 1,000 (exclusive of VAT).
2. The liability of the Supplier for indirect losses, including consequential loss, loss of profit, lost savings, loss of (business) data and loss through business stagnation, is excluded.
3. Outside the cases referred to in Article 11(1) the Supplier cannot be held liable for compensation, irrespective of the grounds on which a compensation action would be based. The maximum amount referred to in Article 11(1) shall however lapse if and to the extent that the loss is the

consequence of intent or gross negligence of managerial staff of the Supplier.

4. The liability of the Supplier for attributable shortcomings in fulfilling the Agreement shall only arise if the Customer gives the Supplier immediate and proper notice of default in writing, in the process setting a reasonable time for resolving the shortcoming, and the Supplier fails imputably in the fulfilment of its obligations even after this time. The notice of default must contain the most detailed possible description of the shortcoming, so that the Supplier is able to respond adequately.
5. Under no circumstances is the Supplier liable for losses due to force majeure.
6. It is a condition for the existence of any right to compensation that in each case the Customer notifies the Supplier of the loss within 30 days of its occurrence in writing and by registered post.
7. The Customer shall indemnify the Supplier against all claims of third parties for liability as a consequence of a defect in the Service supplied to a third party by the Customer that also consisted of goods, materials or results supplied by the Supplier.

Article 12. Faults and force majeure

1. The Supplier has the right to take its systems, including the Website, or parts thereof temporarily out of service for the purposes of maintenance, modification or improvement. The Supplier shall endeavour to arrange for such taking out of service to take place as far as possible outside office hours and shall make every effort to notify the Customer of the planned taking out of service in good time. Under no circumstances however is the Supplier liable for compensation for losses in connection with such taking out of service.
2. The Supplier has the right to modify its systems, including the Website, or parts thereof from time to time to improve the functionality and to rectify faults. If a modification leads to a substantial change in the functionality, the Supplier shall make every effort to notify the Customer thereof. In the case of modifications that are relevant for several customers, it is not possible to forgo a given modification for the Customer alone. The Supplier is not liable for any compensation of losses due to such a modification.
3. In the event of the non-availability of the Service, due to faults, maintenance or other causes, the Supplier shall make every effort to inform the Customer of the nature and the expected duration of the interruption.
4. In the event of force majeure, which shall in any event include faults or failure of the Internet, the telecommunications infrastructure, SYN flood, network attack, DoS or DDoS attacks, power failures, internal civil commotion, mobilisation, war, obstruction in transport, strike, lockout, business disruptions, delay in supply, fire, flood, import and export impediments and in the event that the Supplier is prevented from supplying through its own Suppliers, irrespective of the reason for this, as a result of which fulfilment of the Agreement cannot reasonably be required of the Supplier, the performance of the Agreement shall be suspended, or the Agreement shall be terminated when the force majeure situation has lasted more than 90 days, all without any obligation to pay compensation.

Article 13. Term and cancellation

1. If the Service includes the regular provision of services for a certain period of time, the Agreement shall be regarded as having been concluded for a minimum term of 1 month. Unless otherwise agreed in writing, the Agreement shall be tacitly renewed for a period of one month at a time, in the absence of notice in writing in good time prior to a

notice period of 1 month.

2. On cancellation, termination or dissolution for whatever reason, the Supplier is entitled immediately to delete all stored data or to deny access to it and to close all the accounts of the Customer. The Supplier is not obliged in that case to provide the Customer with a copy of this data.
3. Unless expressly indicated in writing that they are deadlines, delivery periods given by the Supplier are always indicative. The Supplier is not in default, even in the event of an agreed deadline, until the Customer has given it notice of default in writing.
4. Exceeding agreed delivery periods for whatever reason does not give rise to any right to compensation, unless otherwise agreed in writing.
5. If the Customer is a natural person who is not acting in the course of a profession or business, the Customer has the right, without giving reasons, to dissolve the Agreement within seven working days of its conclusion, unless the Supplier has already started on the performance of the Agreement within this period with the consent of the Customer. Domain names are excluded from this statutory reconsideration period, because a domain name is determined on the basis of the specifications of the Customer or is personal in nature (see Article 7:46d of the Netherlands Civil Code).
6. If the Customer fails to fulfil any of its obligations under the Agreement, the Supplier has the right to terminate all the Agreements concluded with the Customer concerned without notice of default or judicial intervention being required and without prejudice to the right of the Supplier to compensation for losses, loss of profits and interest.

Article 14. Payment terms

1. The Supplier shall send the Customer an invoice for the amount owed by the Customer. The term of payment of this invoice is one month following the date of the invoice, unless otherwise stated on the invoice or otherwise agreed in the Agreement.
2. Notwithstanding the previous clause, the Supplier is not obliged to send an invoice if the Agreement is a continuing performance agreement. The Customer shall pay the Supplier monthly or another agreed period the amount payable for that period in advance.
3. Upon the expiry of 14 days after the term of payment the Customer whose payment is overdue is in default by operation of law without notice of default being required for this. If an amount owed is not paid within the term of payment, statutory interest is payable on the outstanding invoice amount without further notice of default by the Supplier.
4. In the event of overdue payment, the Customer, in addition to the amount owed and the interest thereon, is obliged to make reimbursement in full of both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and collection agencies.
5. The action for payment is immediately due and payable in the event that the Customer is declared bankrupt, applies for court protection from creditors or total attachment orders are placed on assets of the Customer, the Customer dies and furthermore, if the Customer goes into liquidation or is dissolved.
6. In the above cases the Supplier also has the right to terminate or suspend performance of the Agreement or any part thereof not yet performed without notice of default or judicial intervention, without any right to compensation of losses for the Customer that might arise because of this.
7. If the Customer does not pay the invoice on or before the due date, the Supplier is allowed to suspend the service immediately until the payment is received in full.

Article 15. Intellectual property rights

1. All intellectual property rights to all the materials, software, analyses, designs, documentation, opinions, reports, quotations, and preparatory material thereof, developed or provided as part of the Service, are vested exclusively in the Supplier or its licensors.
2. The Customer shall only acquire the rights of use and powers arising from the scope of the Agreement or granted in writing, and otherwise the Customer shall not reproduce or publish the software or other materials.
3. The Customer is not permitted to remove from the materials or to amend any marking concerning copyrights, brands, trade names or other intellectual property rights, including markings concerning the confidential nature and secrecy of the materials.
4. The Supplier is permitted to take technical measures to protect the materials. If the Supplier has used technical protection to protect the materials, the Customer is not permitted to remove or to evade this protection.
5. Any use, reproduction or publication of the materials that is beyond the scope of the Agreement or rights of use granted will be regarded as a breach of copyright. The Customer shall pay the Supplier an immediately payable penalty that is not open to judicial moderation of 1,000 euros per breach, without prejudice to the right of the Supplier to obtain compensation for its losses on account of the breach or to take other legal action in order to terminate the breach.

Article 16. Confidentiality

1. The Parties shall treat information that they provide each other before, during or after the execution of the Agreement confidentially when this information is marked confidential or when the receiving party knows or must reasonably presume that the information was intended to be confidential. The Parties shall also impose this obligation on their employees and third parties engaged by them for the execution of the Agreement.
2. The Supplier shall not examine data that the Customer stores and/or distributes using the systems of the Supplier, unless this is necessary for proper performance of the Agreement or the Supplier is obliged to do so in pursuance of a legal provision or by court order. In that case the Supplier shall make every effort to limit the examination of the data as far as possible, to the extent that this lies within its power.

Article 17. Complaints

1. Complaints about the execution of the Agreement, the operation of the system or the working of other facilities must be submitted in writing. The Customer may expect a response to the complaint within five working days.

Article 18. Changes to General Terms and Conditions

1. The Supplier reserves the right to change or to supplement these terms and conditions.
2. Changes also apply in respect of Agreements already concluded subject to a period of 30 days following publication of the change on the Website of the Supplier or by electronic communication. Changes of minor importance can be made at any time.
3. If the Customer does not wish to accept a change in these terms and conditions, it can terminate the Agreement up to the date on which the new terms and conditions come into force by this date at the latest.

Article 19. Refunds

1. If the Customer is not 100% satisfied with their purchase, within 1 day from the purchase date, the Supplier will fully refund the cost of the Customers order.
2. The Customer is not entitled for a refund when the service has been delivered for a period longer than 24 hours.
3. The Customer is not entitled for a refund when he or she is in violation with the the Suppliers Terms and Conditions.

Article 20. Final provisions

1. This Agreement is subject to Dutch law.
2. Unless otherwise stipulated by the mandatory rules, all disputes arising from this Agreement shall be submitted to the competent Dutch court for the district in which the Supplier is established.
3. If any provision of this agreement proves to be invalid, this shall not affect the validity of the Agreement as a whole. The Parties shall in that case lay down (a) new provision(s) by way of replacement, which as far as is possible by law gives shape to the intention of the original Agreement and General Terms and Conditions.
4. The term 'in writing' in these terms and conditions includes email and communication by fax, provided that the identity and integrity of the email or fax are duly established.
5. The version of any communication, measurements made (such as data traffic, but not limited to this) and monitoring by the Supplier received or stored by the Supplier shall count as authentic, subject to evidence to the contrary to be provided by the Customer.
6. The Parties shall immediately notify each other in writing of any changes of name, postal address, email address, telephone number and if so required bank account number.
7. The Customer is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior consent of the Supplier in writing. The Supplier can do this without the consent of the Customer.
8. The Customer is not allowed to use The Suppliers services for streaming purpose. These services can only be used after approval from The Supplier. The Supplier has the right to come back to her decision after approval with immediate effect.