

Terms and Conditions Inter-IX B.V.

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Good to know:

- A service is automatically renewed at the end of the contract period.
- An action rate applies to the first contract period, with an extension you pay the normal rate.
- Cancellations must not later than one month before the end of the contract at Inter-IX inside zi.jn.
- You can easily give a cancellation via <https://portal.inter-ix.net>.
- After completion, you order Inter-IX to deliver the service immediately.

Article 1. Definitions

Inter-IX : Inter-IX based in Brielle and registered with the Chamber of Commerce under file number 70564728 .

1. Client: the natural or legal person who has entered into an Agreement with Inter-IX or to whom Inter-IX has made an offer for this.
2. General conditions: the present document.
3. Service: the specific service that Inter-IX agrees with the Client, as stated in the Agreement or quotation.
4. Agreement: the agreement between Inter-IX and the Client under which Inter-IX will perform the Service.
5. Website: www.inter-ix.net .
6. Issuing authority: organization that is listed at IANA as a Sponsoring Organization with one or more specific extensions and as such is authorized to register domain names with these extensions. For all domain names with the extension (s) assigned to the Issuer, the Issuer manages the central database and zone, with the help of which domain names can be used.

Article 2. Quotation, offer and acceptance

1. Inter-IX will prepare an offer in which it states what is included in the Service and what amount will be owed upon acceptance. Only the description of the Service stated in the quotation is binding. It is also possible for the Client to use the electronic ordering process on the Website in order to purchase the Service. The amount that will be due is also indicated on the Website and the description of the Service stated on the Website is also binding.
2. A quotation is without obligation and valid for 30 days after dispatch by Inter-IX , unless stated otherwise in the quotation.
3. If it appears that the information provided by the Client is incorrect, Inter-IX has the right to adjust the prices accordingly.
4. These General Terms and Conditions apply to the Agreement at all times, unless expressly agreed otherwise in writing. In addition to the General Terms and Conditions, additional terms and conditions may apply to specific products and / or services. Inter-IX makes these conditions available before or during the conclusion of the Agreement, in principle by means of a direct hyperlink.

5. Provisions or conditions set by the Client that deviate from or do not appear in these General Terms and Conditions are only binding for Inter-IX if and insofar as they have been explicitly accepted by Inter-IX in writing.
6. After acceptance, the Agreement may only be amended with mutual consent.
7. The Agreement runs from the moment that notification regarding acceptance by the Client is received by Inter-IX .

Article 3. Performance of the Service

1. After the Agreement has been concluded, Inter-IX will perform the Service as soon as possible in accordance with the quotation, electronic order or the order by letter or fax.
2. Unless otherwise agreed in writing, Inter-IX guarantees that the Service will be performed to the best of its ability with due care and expertise.
3. If and to the extent that a proper execution of the Service requires this, Inter-IX has the right to have certain work done by third parties. Any related additional costs are at the expense of the Client, unless agreed otherwise.
4. Client is obliged to do everything that is reasonably necessary and desirable to enable a timely and correct performance of the Service. In particular, the Client ensures that all data, of which Inter-IX indicates that they are necessary or of which the Client should reasonably understand that they are necessary for the performance of the Service, is provided to Inter-IX in a timely manner .
5. It is Inter-IX not allowed to independently make changes to the Client submitted material without prior permission from the Client, excluding changes Inter-IX necessary to perform eight to include it to the Service and which will not alter the substance of the material .
6. If this is part of the Service, Inter-IX will provide the Client with an administrative username and password. With this data, the Client has access to an administrative account and a management tool with which the Client can, at its own discretion, manage delivery of the Service and manage accounts for individual users and set the possibilities and limitations for these individual users of the Service, all within the limits specified in the Agreement.
7. Every action that takes place through the administrative account or an account of an individual user is deemed to take place under the responsibility and risk of the Client. Inter-IX can therefore not be held liable for this. In the event of suspicion of misuse of an account, the Client must report this to Inter-IX as soon as possible so that it can take measures.
8. Terms of delivery specified by Inter-IX , unless explicitly stated in writing that it is a deadline, always have an indicative purpose. Even with an agreed deadline, Inter-IX will only be in default after the Client has given him written notice of default.
9. Exceeding agreed delivery times due to whatever cause does not give rise to compensation, unless agreed otherwise in writing.
10. Inter-IX has the right to put products and services out of service (temporarily) out of service and / or to limit their use, or not to deliver them or only to a limited extent if the Client fails to comply with an obligation towards Inter-IX with regard to the Agreement or in acts contrary to these conditions.

Article 4. Prices

1. All prices are exclusive of turnover tax (VAT) and other levies imposed by the government, unless stated otherwise.
2. All prices on the website, quotes, folders and other documentation from Inter-IX are subject to programming and typing errors. No liability is accepted for the consequences of such errors.
3. If the Agreement is a continuing performance contract, Inter-IX is entitled to increase the rates applied at any time. To this end, Inter-IX will inform the Client, via website or e-mail, of tariff changes at least 2 (two) months in advance. In the event of a price increase, the Client has the right to terminate the Agreement, subject to a notice period of 1 month.
4. Without the possibility of canceling the Client, being the company, Inter-IX has the right to increase all prices that have been agreed with the Client by 4% each year on 1 January.
5. All costs arising for Inter-IX from the Agreement will be borne by the Client, unless otherwise agreed.

Article 5. Availability of the Service

1. Inter-IX will endeavor to achieve uninterrupted availability of its systems and networks, and to achieve access to data stored by Inter-IX , but offers no guarantees in this regard unless otherwise agreed in the quotation or the electronic ordering procedure through a Service Level designated as such. Agreement (SLA). Unless otherwise provided in such an SLA , the provisions in this article apply to availability.
2. Inter-IX does not make backup copies (back-ups) available to the Client, unless the Client has purchased an additional SLA for this. It is therefore the responsibility of the Client to make backup copies of the data stored at Inter-IX .
3. Inter-IX will endeavor to keep the software it uses up-to-date. Inter-IX is however dependent on its supplier (s). Inter-IX is entitled not to install certain updates or patches if, in its opinion, this does not benefit a correct delivery of the Service.
4. Inter-IX will endeavor to ensure that the Client can use the networks that are directly or indirectly connected to the Inter-IX network . However, Inter-IX cannot guarantee that these networks will be available at any time.
5. If, in the opinion of Serverion, a danger arises for the functioning of the computer systems or network of Inter-IX or third parties and / or the service provided via a network, in particular through excessive sending of e-mail or other data, poorly secured systems or activities of viruses, Trojans and similar software, Inter-IX is entitled to take all measures that it deems reasonably necessary to avert or prevent this danger.

Article 6. Liability

1. Inter-IX 's liability for direct damage suffered by the Client as a result of an attributable shortcoming in the fulfillment by Inter-IX of its obligations under this Agreement, or due to an unlawful act of Inter-IX , its employees or third parties engaged by it, is per event or a series of related events limited to an amount equal to the fees that the Client owes per year under this Agreement (excluding VAT). In no

case, however, will the total compensation for direct damage amount to more than 1,000 euros (excluding VAT).

2. Liability of Inter-IX for indirect damage, including consequential damage, lost profit, lost savings, loss of (business) data and damage due to business interruption is excluded.
3. Apart from the cases referred to in Article 8, paragraph 1, Inter-IX has no liability whatsoever for compensation, regardless of the grounds on which an action for compensation would be based. The maximum amounts referred to in Article 8, paragraph 1, however, will lapse if and insofar as the damage is the result of intent or gross negligence on the part of Serverion's management staff .
4. Inter-IX 's liability for attributable shortcoming in the performance of the Agreement arises only if the Client gives Inter-IX immediate and proper written notice of default, thereby stipulating a reasonable period of time to clear the shortcoming, and Inter-IX also after that period attributable in the performance of its obligations. fall short . The notice of default must contain as detailed a description as possible of the shortcoming, so that Inter-IX is able to respond adequately.
5. Inter-IX is never liable for damage caused by force majeure.
6. A condition for the existence of any right to compensation is always that the Client reports the damage in writing to Inter-IX within 30 days of its occurrence .
7. The Client indemnifies Inter-IX against all claims from third parties for liability resulting from a defect in the Service that was delivered by the Client to a third party and that also consisted of goods, materials or results delivered by Inter-IX .

Article 7. Disruptions and force majeure

1. Inter-IX has the right to temporarily put its systems, including the Website, or parts thereof out of use for maintenance, modification or improvement thereof. Inter-IX will try to have such a decommissioning take place as far as possible outside office hours and will endeavor to inform the Client in good time about the planned decommissioning. However, Inter-IX is never liable for compensation for damage in connection with such decommissioning.
2. Inter-IX has the right to adjust its systems, including the Website, or parts thereof from time to time to improve functionality and to correct errors. If an adjustment leads to a significant change in functionality, Inter-IX will endeavor to inform the Client thereof. In the case of adjustments that are relevant for several clients, it is not possible to waive a specific adjustment only for the Client. Inter-IX is not obliged to pay any compensation for damage caused by such an adjustment.
3. Inter-IX will endeavor to inform the Client about the nature and expected duration of the interruption in the event of the Service not being available, due to malfunctions, maintenance or other causes.
4. In the event of force majeure, which in any case means disruptions or failures of the internet, the telecommunications infrastructure, synflood , network attack , DoS or DDoS attacks, power failures, internal disturbances, mobilization, war, blockage in transport, strike, exclusion , business disruptions, stagnation in supply, fire, flood, import and export restrictions and in the event that Inter-IX is not able to deliver by its own suppliers, irrespective of the reason for this, as a result of which fulfillment of the Agreement cannot reasonably be expected of Inter-IX , the execution of the Agreement will be suspended or the Agreement will be terminated if the force majeure situation has lasted longer than ninety days, all without any obligation to pay compensation.

Article 8. Duration and cancellation

1. If the Service extends to the periodic provision of services during a certain period, the Agreement is deemed to have been entered into for the minimum period specified per service. If this minimum period has expired without a party having indicated the wish to cancel at least one (1) month before the end date of the contract, the contract will be automatically extended by the period specified for each service. If the Client is a natural person who does not act in the exercise of a profession or business and the Client has not indicated the wish for cancellation before the expiry of the minimum period, the agreement will be automatically converted to an indefinite period, whereby a cancellation period of one month applies.
2. If the Client is a natural person who does not act in the exercise of a profession or business, the Client may terminate on any day after tacit renewal. The cancellation will take effect one month after receipt of the cancellation. The term 'one month' is understood to mean no later than the day with the same number in the following month.
3. In the event of termination, termination or dissolution for any reason, Inter-IX is entitled to immediately delete all data stored or to make it inaccessible and to close all Client's accounts. Inter-IX is not obliged in that case to provide the Client with a copy of this data.
4. Client can notify a cancellation via the same channel through which the Agreement was entered into. The Client may also cancel in writing via My Inter-IX . As some channels are susceptible to misuse and identity theft, Inter-IX can take measures in the interest of the Client to limit the risk of such misuse. For security reasons, Inter-IX asks to log in to My Inter-IX at all times and to cancel the service from there.
5. If the Client is a natural person who does not act in the exercise of a profession or business, the Client has the right, without giving reasons, to dissolve the Agreement within fourteen days after the conclusion, unless Inter-IX has already agreed with the Client within this period. has started the implementation of the Agreement. Services that are excluded from the fourteen day cooling-off period are stated including the reason on: <https://www.inter-ix.net/support/terms-and-conditions> .
6. If the Client fails to comply with any of its obligations under the Agreement, Inter-IX has the right to terminate all Agreements concluded with the Client concerned without a notice of default or judicial intervention being required and without prejudice to Inter-IX 's right to compensation for damage, loss of profit and interest. .

Article 9. Payment conditions

1. The payment obligation of the Client starts at the moment that the agreement is concluded. The payment relates to the period that starts on the day of the actual availability of products and services from Inter-IX .
2. Inter-IX will send an invoice to the Client for the amount owed by the Client. The payment term of this invoice is 14 days after the date of the invoice, unless stated otherwise on the invoice or otherwise agreed in the Agreement.
3. Client agrees with electronic invoicing by Inter-IX .
4. Contrary to the previous paragraph, Inter-IX is not obliged to send an invoice if the Agreement is a continuing performance contract. Client will pay Inter-IX monthly or another agreed installment in advance, the amount due for that installment .

5. The costs due are, depending on the period for which the agreement is entered into, charged in advance, and must be paid in advance, if not Inter-IX reserves the right to (temporarily) stop the services.
6. If the Client has not paid on time, the Client will be notified of this and a further payment period will be determined. If payment has not been made within that period, the Client will be in default without further notice of default. The Client will then owe the statutory interest as referred to in Articles 6: 119a and 6: 120 Dutch Civil Code (statutory commercial interest). If the Client is a natural person, not acting in the exercise of a profession, he will then owe the statutory interest as referred to in Section 6: 119 of the Dutch Civil Code.
7. If due amounts due to the Client cannot be collected or not received, Inter-IX will in any case charge 5 euros for administration costs. The aforementioned fees be increased to 25 euros if the Client still fails to meet the demand of Inter-IX and was forced to relinquish its claim. In the latter case, the Client is also obliged to pay reasonable compensation for extrajudicial costs, including all costs as referred to in Section 6: 96 of the Dutch Civil Code.
8. If Inter-IX has had to incur additional (other than aforementioned) costs in order to collect the amount due, these will be recovered from the Client.
9. If the Client is of the opinion that the costs charged are incorrect, the Client can make the objections known to Inter-IX within two weeks after the invoice date . After receiving the objection, Inter-IX will conduct an investigation into the accuracy of the invoice amount.
10. The claim for payment is immediately due and payable if the Client is declared bankrupt, applies for a moratorium on payments or if the Client's assets are seized in full, the Client dies and, furthermore, if it enters into liquidation or is dissolved.
11. In the above cases, Inter-IX also has the right to terminate or suspend execution of the Agreement or any part thereof not yet executed without notice of default or judicial intervention, without the right to compensation for damage that may arise as a result of this for the Client.

Article 10. Intellectual Property Rights

1. All intellectual property rights on all materials, software, analyzes, designs, documentation, advice, reports, quotations, as well as preparatory material thereof developed or made available within the framework of the Service are exclusively vested in Inter-IX or its licensors.
2. Client only obtains the user rights and powers that arise from the scope of the Agreement or that are granted in writing and for the rest Client will not reproduce or make public the software or other materials.
3. The Client is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual property rights from the materials, including designations regarding the confidential nature and secrecy of the materials.
4. It is Inter-IX allowed to take technical measures to protect the materials. If Inter-IX has protected the materials by means of technical protection, the Client is not permitted to remove or avoid this protection.
5. Any use, reproduction or disclosure of the materials that fall outside the scope of the Agreement or granted user rights is considered a copyright infringement. The Client shall pay Inter-IX an immediately due and non-judicial moderation penalty of EUR 2,000 per infringing act , without prejudice to Inter-IX 's right to be compensated for

its damage caused by the infringement or to be allowed to take other legal measures to end the infringement.

Article 11. Confidentiality

1. Parties will treat information that they provide to each other before, during or after the execution of the Agreement confidentially when this information is marked as confidential or when the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties also impose this obligation on their employees and on third parties engaged by them for the implementation of the Agreement.
2. Inter-IX will not take cognizance of data that the Client stores and / or disseminates via the systems of Inter-IX , unless this is necessary for the proper execution of the Agreement or Inter-IX is obliged to do so by virtue of a legal provision or court order. In that case, Inter-IX will endeavor to limit the knowledge of the data as much as possible, as far as this is within its power.

Article 12. Changes to the General Terms and Conditions

1. Inter-IX reserves the right to change or supplement these terms and conditions.
2. Changes also apply to agreements already concluded with due observance of a period of 30 days after publication of the change on the Inter-IX website or by electronic messaging. Changes of minor importance can be made at any time.
3. If the Client does not wish to accept a change in these terms and conditions, it can terminate the agreement by this date until the new terms and conditions take effect.

Article 13. Final provisions

1. Dutch law applies to this agreement.
2. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes that may arise from this agreement will be submitted to the competent Dutch court in Amsterdam.
3. If any provision from this agreement appears to be void, this does not affect the validity of the entire agreement. Parties will in that case replace (a) new provision (s), which as far as legally possible the purpose of the original Agreement and General Terms and Conditions will be given shape.
4. In these conditions, “written” also includes e-mail and communication by fax, provided that the identity and integrity of the e-mail or fax is sufficiently established.
5. The version of any communication received or stored by Inter-IX , measurement taken (monitoring), is considered to be authentic, subject to proof to the contrary to be provided by the Client.
6. The parties will always inform each other immediately of any changes in name, postal address, e-mail address, telephone number and, if requested, bank or giro account number. Client must implement these changes via My Inter-IX . If the Client demonstrably remains in default and is no longer accessible under any of the last contact details provided, Inter-IX has the right to terminate paid services at the end of the contract term and to immediately cancel unpaid services.
7. Each Party is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of the other Party.

8. The General Terms and Conditions have been drawn up in Dutch and in English. The Dutch text is binding in the event of any difference in content or purport.