

TERMS & CONDITIONS

Site B.V., version April 2022

These are the general terms and conditions of Site B.V., established at P.J. Oudweg 4 in (1314 CH) Almere, the Netherlands, under Chamber of Commerce number 53309847, hereinafter referred to as 'Site'.

1. Definitions

1.1 In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise:

Customer(s): The party or parties Site or its legal successor(s) enters into an agreement with;

Service(s): every form of service provided by Site to the Customer, including web hosting, provision of email, mediation in the registration of domain names, provision of SSL certificates, installation of software and/or provision of (the framework of) websites and web shops;

Agreement: any agreement whereby Site undertakes to perform work for the Customer;

In writing / written: the term 'written' 'in writing' also includes by email or other electronic means where the latter is suitable for permanent storage;

Site: the user of these general terms and conditions.

2. Applicability and amendment

2.1 These general terms and conditions shall apply to all Site offers and Agreements. Any terms and conditions of the Client are expressly rejected.

2.2 Site is entitled to change these general terms and conditions from time to time. The latest version of the general terms and conditions shall always apply. Amendments shall be announced at least thirty (30) calendar days before they come into force, by means of personal notification or publication on Site's website.

2.3 In case of disagreement about the interpretation of these general terms and conditions, the Dutch version shall prevail.

3. Offer and Agreement

3.1 All offers are entirely without obligation and subject to printing and typesetting errors. In the absence of a specific and detailed offer, the description of the Service on Site's website shall be binding. Until the offer is accepted, Site has the right to withdraw the offer.

3.2 If an offer has a limited validity period or is otherwise subject to conditions, this shall be stated in the offer. If the offer does not state this, the period of validity is one (1) month.

- 3.3 The Agreement between the parties is concluded as soon as Site has confirmed the conclusion of the Agreement in writing.
- 3.4 Site may refuse to make an offer at any time. This is the case, for example, when a previous Agreement with the Customer has been terminated due to non-performance by the Customer. Site may also dissolve the Agreement up to three (3) working days after acceptance on this ground. Site will provide the refusal with a motivation.
- 3.5 If the Customer is a natural person who is not acting in the course of a profession or business, the Customer may terminate the Agreement within fourteen (14) days of its conclusion by notifying Site in writing. Site will make a withdrawal form available for this purpose on its website. The right of withdrawal does not apply if the Customer purchases a Service that has been fully performed by Site within the withdrawal period and for which the Customer has explicitly stated that they do not wish to exercise the right of withdrawal.

4. Execution of the Agreement

- 4.1 Site shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. Site shall make every effort to ensure optimal availability and proper functioning of its Service. Site does not, however, guarantee any specific result, with the exception of the provisions in article 5.1.
- 4.2 The Customer is obliged to do all that is reasonably necessary and advisable to enable the timely and proper execution of the Services. In particular, the Customer shall ensure that all items and data that Site indicates are necessary or that the Customer should reasonably understand are necessary for the execution of the Services are provided to Site in a timely manner.
- 4.3 Delivery times are indicative. Exceeding agreed delivery times, for whatever reason, does not give a right to compensation, unless explicitly agreed otherwise in writing.
- 4.4 If and insofar as the proper execution of the Agreement requires it, Site shall be entitled to have certain activities carried out by third parties. Site shall not be liable for errors or defects of third parties introduced by or at the request of the Customer.
- 4.5 Complaints about the execution of the Agreement must be reported to Site by the Customer immediately after discovery, but within fourteen (14) days at the latest. A notice of default must contain as detailed a description as possible of the shortcoming so that Site can respond adequately. If the complaint is well-founded, Site shall still carry out the work in question correctly. If that is not reasonably possible, Site shall only be liable within the limits of Article 11.
- 4.6 If the Customer suffers damage as a result of an (alleged) failure on the part of Site to comply with the Agreement, the Customer must report the damage to Site within thirty (30) days after the damage arose on penalty of forfeiture of rights.

5. Delivery of the Service

- 5.1 If the Service consists of web hosting and/or making email and/or a website available, Site shall make every effort in this Service to achieve uninterrupted availability of these systems and networks, and to realise access to data stored by the Customer. Furthermore, Site guarantees an uptime of 99.95% per month. If Site does not achieve this guarantee, the

Client shall have the right to a refund of one month's amount. This month will then be credited by Site to the online purse of the Client, as visible in his account. However, Site shall under no circumstances be liable for damage that is the result of a malfunction or downtime.

- 5.2 Network connections, including the Internet, are used for the provision of the Service. These network connections are not under the control of Site. Therefore, Site shall not be liable for any failure of the required connections or processing or otherwise the proper functioning of its Service, when this is due to factors beyond its control.
- 5.3 Site will make every effort to keep the systems and software it uses up-to-date. However, Site is dependent on its supplier(s) in this respect. Site has the right not to install certain updates or patches if it deems that the correct delivery of a Service will not be improved. In particular, Site may postpone the installation of an update or patch until it has been able to adequately test and evaluate it.
- 5.4 The Customer shall keep the hardware and/or software used by him for a Service up-to-date, particularly where security updates are concerned. Site may give instructions in this respect that the Customer must strictly follow.
- 5.5 When providing the Services, Site offers unlimited data storage and unlimited data traffic. This shall, however, be on the basis of fair use. Site uses a Fair Use Policy. If the rules arising from the Fair Use Policy are violated, Site shall be entitled to limit, block or temporarily suspend further use of the Service concerned, or to charge an extra fee in accordance with the amounts applicable at the time for extra processor capacity, data traffic or storage space. There is no liability for the consequences of not being able to send, receive, store or change data if an agreed limit for storage space or data traffic has been reached.
- 5.6 If the purchased Service consists of the use of e-mail, Site offers this Service including a spam filter. If Site discovers that spam is being sent from the e-mail account of the Customer, Site shall be entitled to block the sending of such emails.
- 5.7 The Customer is himself responsible for making regular back-ups and for an adequate information security of his data. Site shall under no circumstances be liable for the costs of (reproduction of) mutilated or lost data, nor for any damage or loss of profits resulting from this. Site shall make every effort to protect the data when using the Service against loss, theft and unauthorised access and modification by third parties to the best of its ability. Site is also not responsible for the content and accuracy of the data that the Customer enters in Site software.
- 5.8 Site has the right to (temporarily) not provide the Services and/or to limit or suspend the use thereof if the Customer fails to fulfil an obligation towards Site with regard to the Agreement or acts in conflict with these terms and conditions.
- 5.9 Site may put all or part of its Services temporarily out of operation for preventive, corrective or adaptive maintenance or other forms of service without being liable for damages. Site will not allow the outage to last longer than necessary and as much as possible outside office hours, unless parties have agreed otherwise in an SLA.
- 5.10 Site offers a 24/7 helpdesk, intended to answer questions of Customers. This is done by means of a chat function. Site makes every effort to answer Customers' questions as quickly as possible. At busy times it may take a little longer for Site to answer a question from the

Customers. Customers receive an email notification as soon as Site has responded to a chat. Site cannot under any circumstances be held liable for damage as a result of a late response or the absence of a response.

- 5.11 Site offers the Customer the possibility to move his website (in principle) free of charge. However, Site cannot guarantee that every website can be moved with its relocation service. The Customer can best enquire about this via the helpdesk referred to in the previous paragraph. If the move takes longer than one (1) hour, Site shall be entitled to charge costs. In that case, Site will submit a cost specification to the Customer in advance.

6. Domain names, IP addresses and SSL certificates

- 6.1 If the Service (also) comprises the fact that Site will act as an intermediary for the Customer in obtaining a domain name, IP address and/or SSL certificate, the provisions of this article also apply.
- 6.2 Application, allocation and any use of a domain name, IP address and/or SSL certificate depend on and are subject to the applicable rules and procedures of the relevant registration authorities, such as RIPE, ICANN, the *Stichting Internet Domeinregistratie Nederland*, or the issuing certification authority. The relevant authority decides on the allocation. Site only plays an intermediary role in the application and provides no guarantee that an application will be honoured.
- 6.3 Only the confirmation by Site, which states that a domain name, IP address and/or SSL certificate has been allocated, or the start-up thereof for a Service, is proof of allocation. An invoice from Site for application or mediation is not confirmation of registration.
- 6.4 The Customer shall indemnify and hold Site harmless for any damage relating to (the use of) a domain name, IP address and/or SSL certificate on behalf of or by the Customer.
- 6.5 Domain names are automatically renewed for the term initially set by the Customer. If the Customer does not want this, the Customer can deactivate the automatic renewal in his account and/or cancel the domain name. Automatic renewals can take place from the Customer's online wallet. If this results in a negative amount in the online wallet and the Customer is essentially paying on credit, the online wallet must be replenished within thirty (30) days until a positive balance is reached. If Site is unable to charge the costs associated with a domain name renewal for any reason, the domain name cannot, in principle, be renewed. Site shall inform the Customer of this and give the Customer the opportunity to renew the domain name against payment of additional costs. If the Customer does not react or reacts too late, the domain name is permanently expired.
- 6.6 Site is not liable for the Customer losing his right(s) to a domain name, IP address and/or SSL certificate or for the fact that a domain name or IP address is taken over and/or obtained by a third party, except in the case of intent or conscious recklessness on the part of Site.
- 6.7 Every domain name managed by Site is set to certain default settings. Through a button in his account the Customer can reach the advanced settings of the domain name. The use of this requires the necessary technical knowledge. Site therefore advises to leave the default settings on. If the Customer nevertheless switches off the default settings, he is responsible for his own actions. In that case Site is not responsible for downtime or errors that result from that.

- 6.8 Unless otherwise agreed, an IP address is only used for the duration of the agreement for the benefit of the Customer. IP addresses can be shared with other customers of Site, unless explicitly agreed otherwise. The Customer cannot claim or take an IP address unless this has been explicitly agreed in writing. Furthermore, Site is entitled to change IP addresses if this is necessary for a proper delivery of the Service(s) concerned.
- 6.9 If the Agreement is dissolved due to a breach of contract by the Customer, Site shall be entitled to terminate a domain name with immediate effect.
- 6.10 Site uses SSL certificates from Let's Encrypt. Upon payment of a further amount, the Customer has the possibility to extend this certificate to an EV-SSL certificate (Extended Validation).

7. Rules of conduct regarding content

- 7.1 If a Service includes storage and/or forwarding of content provided by the Customer to third parties, as in the case of web hosting or sending e-mail, the provisions of this article apply.
- 7.2 The Customer shall refrain from storing and/or distributing content in violation of provisions of Dutch and European law, including but not limited to content that is child pornographic, defamatory, libellous, offensive, racist, discriminatory and/or hate-mongering, or that infringes the rights of third parties, including but not limited to copyrights, trademark rights and/or privacy rights, including in any case but not exclusively the spreading of personal data of third parties without permission or necessity or repeatedly bothering third parties with unwanted communication, containing hyperlinks, torrents or comparable information of which the Customer knows or should know that it refers to material that infringes the rights of third parties, contains unsolicited commercial, charitable or idealistic communication ("spam") or contains malicious content such as viruses or spyware ("malware").
- 7.3 The Customer shall refrain from hindering other users of the Services or Internet users, causing inconvenience or damage to the systems or networks. The Customer is prohibited from storing or sending data or starting up processes or software, whether or not via Site's systems, of which the Customer knows or can reasonably suspect that this hinders or could cause damage to Site, other users of the Services or Internet users.
- 7.4 If, in the opinion of Site, there is a violation of the above paragraphs or of article 5 paragraph 4 or 5, Site shall be entitled to take all measures it reasonably considers necessary to terminate or limit the impact. This includes, among other things, the right to block or make inaccessible information or to disable software.
- 7.5 If it is sufficiently plausible that a wrongful act is being committed against a third party, and this third party has a real interest in handing over the personal data of the Customer or a user of a Service, then Site is entitled to make these personal data available to this third party. In this situation, Site shall weigh up the interests and, as far as this is feasible and permissible, inform the Customer in advance of its intention to do so. In other cases, Site shall only hand over the data after an official or court order. Site is also entitled to file a criminal report in the event of (suspected) illegal acts.
- 7.6 Site shall inform the Customer of any measures taken in the context of this article. No liability is accepted for the consequences of such measures. If Site has to incur costs to end a violation or limit the impact, these will be recovered from the Customer.

7.7 The Customer indemnifies Site against all legal claims relating to the data, information, website(s) and the like stored by the Customer.

8. Notice and take down

8.1 Site acts as a neutral intermediary when providing web hosting services and is therefore (in principle) not involved in the content that customers store or transmit via its systems.

8.2 If a third party informs Site about the possibly illegal nature of hosted material, including material that is in conflict with these general terms and conditions, Site shall give the Customer concerned the opportunity to respond to this statement, unless it concerns an urgent case in which Site, customers of Site and/or third parties suffer damage.

9. Reseller activities

9.1 The Customer has the possibility of upgrading his account to a reseller account for a fixed annual fee, whereby the Customer can resell the Services offered to his own clients for a fee ("Reselling"). If the Customer does so, the provisions of this article will also apply.

9.2 The Customer acts in its own name, for its own account and risk with Reselling and is not entitled to conclude agreements for or on behalf of Site or to create the impression that it is an agent or representative of Site. In case of Reselling, the Customer is solely responsible for providing support to its own clients. Site only provides support to the Customer itself.

9.3 The Customer is free to determine its offer and prices to its own clients, within the agreed limits of Site. However, the Customer must at all times impose at least the same obligations on its clients as those laid down in these general terms and conditions, in particular with respect to article 7 (Rules of conduct). Site may require that the Customer submit proof of this.

9.4 Non-payment or late payment by clients of the Customer does not release the Customer from its payment obligations towards Site.

9.5 Site will only contact clients of the Customer via the Customer, unless Site has an urgent reason to approach these clients directly or authorises direct contact. (Impending) damage to Site's systems or networks, violation of the rules in article 7 and nuisance for third parties due to the activities of the clients of the Customer are in any case compelling reasons.

9.6 The Customer is not allowed to use any trade name, brand name, logos or signs of Site in promotional or commercial communications with the aim of using the goodwill or good name of Site to attract clients. The Customer may, however, communicate in a businesslike manner that it uses Site's products and/or services.

9.7 The Customer is at all times liable for everything that its own clients do or fail to do via Site's systems or networks as if it had done this act itself.

9.8 In case of dissolution of the Agreement due to breach of contract by the Customer, Site shall be entitled to approach clients of the Customer, inform them of the situation and offer them to continue their contracts with Site or an affiliated third party.

10. Prices and payment

- 10.1 Unless otherwise stated, all prices are without obligation and exclusive of VAT and other government levies. Site does not accept payments in any other currency than that stated. If no currency is indicated, all prices are in Euros.
- 10.2 The Customer is obliged to pay the amounts owed within fourteen (14) days after the invoice date. If the Buyer has previously placed an order with Site and has thereby reached a certain threshold, the balance of the Buyer's online wallet may be negative. In that case, the Buyer will be given thirty (30) days to upgrade the balance to at least EUR 0. If the Customer does not do so in time, Site shall be entitled to charge extrajudicial collection costs in accordance with paragraph 5.
- 10.3 If the Customer acts in the capacity of a profession or company, the Customer shall not be entitled to suspend any payment or to set off amounts owed.
- 10.4 The fee is also due if the Customer does not use the Service or experiences disruptions.
- 10.5 If the Customer does not meet his or her payment obligations (on time), Site shall inform the Customer thereof in writing and give him or her a reasonable period of fourteen (14) days - calculated from the time of notification - to still meet his or her payment obligations. If payment is still not made after this reasonable period, Site shall be entitled to charge statutory (commercial) interest and extrajudicial collection costs. The amount of the extrajudicial collection costs is in accordance with the Decree on compensation for extra-judicial collection costs. Site may deviate from this statutory regulation in favour of the Customer.
- 10.6 If the Customer does not fulfil his/her payment obligations (in time) and payment is still not made after the reasonable period referred to in the previous paragraph, Site shall be entitled to suspend its obligations and/or terminate the Agreement without judicial intervention. In such a case, Site shall never be liable for the damage suffered by the Customer.
- 10.7 Site is entitled to unilaterally increase the prices of its services from time to time, provided that this price increase is announced via Site's website or directly to the Customer at least two (2) months in advance. Price increases that are the result of changes in legal provisions or regulations do not need to be announced by Site in advance. If the Customer is not acting in the course of a profession or business and cannot agree with a price increase, he is entitled to terminate the agreement subject to a one-month notice period.

11. Liability

- 11.1 Site's liability for direct damage that is the result of an attributable failure on the part of Site to comply with its obligations that arise from the Agreement, which expressly includes any wrongful act on the part of Site, its personnel and/or third parties that it engages, shall in any case be limited per incident or a series of related incidents to the amount that Site's Customer owes Site on an annual basis under the Agreement. Site's liability for direct damage shall never exceed the amount that Site's insurer is prepared to pay in such a case, less the amount owed by Site for the excess.
- 11.2 All liability of Site for indirect damage is excluded. Indirect damage is in any case understood to mean consequential damage, loss of profit, missed savings, damage to reputation, claims by third parties and business stagnation.

- 11.3 The limitations and exclusions of liability included in this Agreement also apply for the benefit of Site's personnel and any third parties deployed by Site, and will lapse if and insofar as the damage caused is the result of an intentional act or omission or conscious recklessness on the part of Site's management.

12. Force majeure

- 12.1 If Site is prevented from fulfilling one or more obligations arising from the Agreement due to force majeure, the fulfilment of the relevant and related obligation(s) shall be partially or fully suspended for the duration of such force majeure, without Site being liable to pay any compensation in this respect.
- 12.2 Force majeure shall be deemed to have occurred on the part of Site if, after entering into the Agreement, it is prevented from fulfilling its preparation or execution as a result of fire, an industrial action, a strike, flooding, water damage, war, threat of war, civil war, riots, terrorism, epidemics, acts of war, government measures, cyber attacks, faults in or failure of the Internet, obstructions in the execution, faults with payment service providers, faults in the supply of energy, all this both in the company of Site and third parties on whom Site depends for its services, and furthermore due to all other causes that arise outside the fault or sphere of risk of Site.
- 12.3 If the period of force majeure lasts longer than sixty (60) days, both Site and Customer shall be entitled to terminate the Agreement in writing with immediate effect. Dissolution in such a situation does not entitle either party to any compensation. However, Site shall in that case retain the right to the portion of the fee for the work that it has performed and to compensation for the costs that it has already incurred or that are unavoidable.
- 12.4 If Site foresees that it will be in a situation of force majeure, it shall inform the Customer as soon as possible.

13. Intellectual property and tools

- 13.1 All intellectual property rights on all analyses, designs, documentation, reports, software, advice, quotations and other materials developed, to be developed and/or made available by Site in the framework of the Agreement are the exclusive property of Site and/or its licensor(s).
- 13.2 The Customer shall only acquire the rights of use and powers that arise from the purport of the Agreement between the parties, these general terms and conditions or that are otherwise granted in writing. The right of use is exclusive, unless the nature of the Agreement dictates otherwise or the parties have agreed otherwise in writing. Furthermore, unless the parties agree otherwise in writing, the right of use shall be non-transferable and non-sub-licensable. The Customer shall not be entitled to make changes to works, unless this has been expressly agreed or is necessary for the intended use or in order to rectify errors.
- 13.3 If the Customer makes material available to Site, the Customer grants Site a non-exclusive licence to use, publish and/or reproduce this material for the duration and in the framework of the Agreement. The Customer indemnifies Site against claims from third parties due to a

violation of intellectual property rights of these third parties. The Customer also guarantees that the material she makes available to Site does not violate any statutory regulation.

- 13.4 Unless otherwise agreed in writing, the Customer shall not be permitted to remove or change any copyright notices, trademarks, trade names or other intellectual property rights from the material made available to the Customer.

14. Duration and termination

- 14.1 An Agreement is entered into for a period of twelve (12) months, unless otherwise agreed in writing. Premature termination is only possible by mutual consent.
- 14.2 The Agreement can be terminated first of all at the end of the initially agreed period. If no notice of termination has been given, the Agreement shall be continued for an indefinite period of time. Termination is then always possible at the end of a calendar month, subject to a notice period of one (1) month. Notice of termination must always be given in writing.
- 14.3 Site is entitled to immediately suspend and/or dissolve the Agreement in writing if:
- the Customer is granted a suspension of payments, whether provisional or not;
 - a petition for bankruptcy is filed against the Buyer or if the Buyer's company is liquidated other than for the purpose of reconstruction or merger of companies;
 - the Customer dies; or
 - after the Agreement has been concluded, Site has good reason to fear that the Buyer will not be able to fulfil the Agreement.

15. Data protection

- 15.1 Site shall comply with the applicable laws and regulations regarding the protection of personal data, including the Dutch General Data Protection Regulation, AVG.
- 15.2 Personal data of the Customer shall not be stored for longer than is necessary to perform the Agreement, unless a different storage period applies on the basis of the applicable laws and regulations.
- 15.3 Site is considered to be a "processor" in the sense of Article 4 sub 8 of the AVG and is prepared to enter into a processor's agreement with the Customer that is in accordance with the aforementioned. Site shall make a processor's agreement available upon request.

16. Final provisions

- 16.1 The Agreement and these general terms and conditions shall be governed by Dutch law. The application of the Vienna Sales Convention is excluded.
- 16.2 All disputes arising from this Agreement and/or these general terms and conditions shall be submitted to the competent court in the district in which Site has its registered office.
- 16.3 The Customer may not transfer its rights and obligations arising from the Agreement in force between the parties to a third party unless Site has given its express prior consent in writing. However, this permission is not necessary in the case of a company take-over or acquisition of the majority of the shares of the Customer.
- 16.4 If any provision of these general terms and conditions turns out to be null and void or is annulled, the other provisions shall remain fully in force. The parties will in that case consult and agree new provisions to replace the void or voided provision(s).

16.5 The log files, versions of the communication between parties stored by Site and other forms of administration of Site shall be considered authentic and shall constitute full proof of Site's statements. The Customer is free to provide evidence to the contrary.