

## / General Conditions TransIP Group B.V.

These general conditions apply to every proposal and/or offer from TransIP Group B.V. and form an integral part of every agreement between TransIP Group B.V. and you. These general conditions are leading and constitute, together with the offer, the content of the agreement signed between you and TransIP Group B.V. The explanations and short texts on the support pages of our websites are not part of our agreement. The last change of these general conditions took place on 15 May 2019.

### Article 1. Definitions

1. **TransIP Group B.V.** is the company TransIP Group B.V., established in Leiden and registered with the Chamber of Commerce under number 27366574 and its underlying entities, mentioned below:
  - **TransIP B.V.**, established in Amsterdam and registered with the Chamber of Commerce under number 24345899;
  - **IT-Ernity Internet Services B.V.**, established in Zwolle registered with the Chamber of Commerce under number 08190834;
  - **CloudVPS B.V.**, established in Rotterdam and registered with the Chamber of Commerce under number 08190834;
  - **Webstekker B.V.**, established in Haarlem and registered with the Chamber of Commerce under number 34128868;
  - **VDX Internet Services B.V.**, established in Zwolle and registered with the Chamber of Commerce under number 08190856;Hereafter, these companies are each individually or collectively referred to as TransIP Group.
2. If these conditions refer to a **Service**, it is understood to be a service that TransIP Group provides to you because you have signed an agreement for this.
3. **Registry** is an entity responsible for issuing domain names on the internet.
4. **Intellectual property rights** includes (among others): copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights and rights to know-how.
5. Your **account** gives you access to a TransIP Group user interface with which you can manage and configure (certain aspects of) the Services.

### Article 2. The agreement

1. If you have placed an order on one of the websites of TransIP Group or one of the companies referred to in Article 1.1, if you have created an account or have agreed to an offer from TransIP Group or one of the companies mentioned in Article 1, paragraph 1, an agreement has been concluded with you.
2. The applicability of your or your company's terms and conditions for the purchase of goods is expressly rejected.
3. Deviations from these general conditions are only valid if they have been expressly agreed in writing.
4. For domain registrations you always sign an agreement with TransIP Group for the duration of one (1) year, unless indicated otherwise in the order process. The agreement is each time tacitly renewed for one (1) year.

5. For SSL certificates, the agreement is entered into for the duration of one (1) year, unless indicated otherwise in the order process. The agreement is not tacitly renewed, but will always be terminated automatically.
6. For all other Services, the agreement is entered into for the duration of one (1) month. The agreement is each time tacitly renewed for one (1) month.
7. TransIP Group may unilaterally change or supplement the agreement and these general conditions, also for existing agreements. For agreements that already exist, a period of one (1) month applies after the change takes effect. Changes of minor importance, changes on the basis of the law and changes to your advantage can take effect immediately.
8. If you do not agree with the modification or addition to these general conditions, you can cancel the agreement. The cancellation will take effect on the date on which the adjusted or supplemented general conditions take effect.
9. TransIP Group performs its Services to the best of its knowledge and ability. For its Services and systems, TransIP Group does not provide guarantees for minimum speeds, uninterrupted functioning, reliability or accessibility.
10. The (delivery) periods referred to by TransIP Group are not definite time limits, unless explicitly stated.
11. In the event of any conflict between different documents, the following ranking applies:
  - a. additional written and signed agreements;
  - b. approved (digital) offer or order via the website;
  - c. agreed written availability arrangement;
  - d. data processing agreement
  - e. additional terms and conditions;
  - f. general conditions.

### **Article 3. Account**

1. You can create an account via our websites. You can access this account by entering a password and a user name. You are responsible for choosing a strong password and keeping this password secret.
2. We offer a digital wallet in which you place credits in order to purchase Services of TransIP Group. You have access to your digital wallet via your account. You are responsible for maintaining the credit. If you have a balance deficit, TransIP Group may not renew your agreement(s), suspend the agreement(s) and cancel service(s). TransIP Group will do its best to warn you about this in good time and may also choose to apply the normal payment arrangement.

## Article 4. Scope of service

1. TransIP Group grants you the non-exclusive, non-transferable and revocable right to use the Service for the duration and under the conditions of the agreement, including future updates.
2. Third-party services can be part of the agreement. If that is the case, the additional terms and conditions of these third parties apply additionally for the use of those services. The [additional terms and conditions](#) can be consulted on our website.
3. You grant TransIP Group (where applicable) a power of attorney to accept any additional conditions on your behalf and / or to conclude a (separate) agreement for registering a domain name or being able to provide the relevant Service.

## Article 5. Your obligations

1. You must do all that is reasonably necessary and desirable to enable a timely and correct execution of the agreement. You ensure in any case that all data is correct and provided to TransIP Group on time. This may be, for example, the data indicated by TransIP Group as necessary, or that you know or should know that are necessary for the performance of the service.
2. When using free Services, you are obliged to perform an activity at least once a year (for example by logging in to the Service).
3. You are also responsible for keeping all your data within your account up-to-date.
4. If there is (a suspicion of) misuse of login data, you must immediately report this to TransIP Group, so that we can take measures.
5. Every action that takes place through your account is your responsibility and at your risk.
6. You must notify TransIP Group immediately of any changes in data or circumstances.
7. You are fully responsible for all installations and maintenance of applications you use, unless the application is an integral part of the Service.
8. These general conditions also apply to your legal successors. If you resell the Services you have purchased, you are obliged to do by declaring to the end-user of the service that these terms and conditions apply to your agreement.
9. If you enter an agreement via TransIP Group with a third party (for example Microsoft) by buying and / or using their products (for example Windows Server), then the additional terms and conditions of that third party will apply, next to these terms and conditions. It is possible that agreeing with the additional terms and conditions you also agree with a (licence)audit of this third party.

If the services of this third party are on your TransIP Group products and this third party requests the TransIP Group to audit your third party products, we can't give them access to your TransIP Group Products. Because of the abovementioned additional terms and conditions and the TransIP Group terms and conditions you have committed to, you are obliged to cooperate with an audit performed by an independent auditor if and when TransIP Group receives a request by the third party hereto.

## Article 6. Prices and payments

1. The prices for consumers are all mentioned prices including VAT and other taxes imposed by the government. The prices are shown exclusive of VAT for TransIP Group's business customers. All prices are subject to (apparent) programming and typing errors.
2. TransIP Group has the right to adjust the agreement if it appears that you have supplied incorrect or incomplete data.
3. In addition to Article 2, paragraphs 7 and 8, prices may be adjusted at any time during the term of the agreement. Here too, we will inform you at least one (1) month in advance of a proposed price change. If you do not agree with the change (s) you can cancel the agreement via the control panel (CP). The cancellation option does not exist if the change in prices is the result of:
  - a. inflation;
  - b. a price increase by our supplier (s);
  - c. an obligation imposed on TransIP Group by law;
  - d. price change to your advantage.
4. The price changes referred to in this article in paragraph 3 under a-d may take effect immediately.
5. TransIP Group will charge all recurring costs monthly in advance and charge one-off costs (such as installation costs, activation costs) and additional Services afterwards.
6. The invoice must be paid within fourteen (14) calendar days after the invoice date.
7. If an automatic debit fails unexpectedly, we will always send a message. In addition, we send a general payment reminder if an invoice is not paid.
8. If a payment has not been made after a reminder, you are in default. At that time, you also owe collection costs pursuant to the Decree on extrajudicial collection fees (Besluit vergoeding voor buitengerechtelijke incassokosten), and the statutory interest.
9. In addition, your paid Services are no longer renewed and your free Services are cancelled immediately. We can no longer provide you with new Services.
10. You are not entitled to settlement of payments with any claim on your part. Therefore, article 6:127 of the Dutch Civil Code is expressly excluded.

## Article 7. Right of withdrawal

1. This article only applies if you are a consumer (and therefore not acting in the exercise of a profession or business).
2. As a consumer, you can terminate the agreement free of charge up to fourteen (14) calendar days (the cooling-off period) after concluding the agreement. You are then only obliged to pay any costs for the use of the Service until the moment of termination.
3. You can terminate the agreement within the cooling-off period by sending the (digital) [template form for withdrawal](#) to TransIP Group, or by making it known to TransIP Group in another unambiguous manner that you will abandon (part of) the agreed Services. In the case of a digital report, TransIP Group confirms receipt of this report.
4. If you have already paid (in part), TransIP Group will refund this amount as soon as possible, but no later than fourteen (14) calendar days after termination of the agreement. TransIP Group does this in the same way as you paid for the order.

5. The right of withdrawal does not apply to agreements for the provision of Services, after compliance with the agreement, if:
  - a. compliance has begun with the express prior consent of the consumer; and
  - b. the consumer has stated to waive his right of dissolution once TransIP Group has complied with the agreement.
6. The right of withdrawal does not apply to a domain registration or to having an SSL certificate validated, because this (these) service (s) is (are) fully performed with your permission within the statutory withdrawal period. In addition, you explicitly waive the right of dissolution in the ordering process.

## **Article 8. Web hosting and VPS**

1. The installation and maintenance of the required hardware is carried out by TransIP Group. If you purchase web hosting or VPS, you are not entitled to physical access to the server room.
2. TransIP Group has the right to allocate other hardware to you if this other hardware reasonably meets the requirements or is better than the requirements that applied to the original hardware.
3. There is always a shared infrastructure. You make sure to prevent unnecessary peak loads of the Services and you will not use the Services in a way that causes nuisance to other TransIP Group customers.
4. If available, you can upgrade at any time the purchased capacity and storage space for the Services via your account. TransIP Group endeavours to implement the requested upgrade as quickly as possible. Downgrading the Services during the agreement is not possible. However, it is possible to cancel the agreement and enter into a new agreement with TransIP Group, in accordance with the rules on cancellation. In that case, TransIP Group makes every effort to transfer your data internally.

## **Article 9. Domain Names**

1. TransIP Group cannot guarantee that an application for a domain name will be granted. TransIP Group is therefore not liable for possible damage resulting from the inability to register a domain name or for the rejection of a domain name application. After a successful application for a domain name, TransIP Group will send a confirmation email once the domain name has actually been registered.
2. If changes are made to your domain name with regard to domain names, these changes will be automatically communicated to the relevant registration authority, such as Stichting Internet Domeinregistratie Nederland (SIDN). You are responsible for entering and keeping the correct information in your account up-to-date.
3. TransIP Group may charge costs for the reactivation of a domain name after suspension, cancellation or any form of (temporary) termination.

## Article 10. Regulatory authorities

1. The application and allocation procedure for IP addresses is subject to rules and procedures of registering authorities, such as Réseaux IP Européens (RIPE). SSL certificates are subject to the rules and procedures of the chosen Certificate Authority. Domain names are subject to the rules and procedures of the Registry of the relevant extension. From the application of the Services described above, you are bound by the conditions of these authorities.
2. These authorities decide whether or not to grant what has been applied for. TransIP Group only plays a mediating role in the application process.
3. When registering a domain name, the general conditions of the umbrella register or the intermediary through which we register your domain name also apply. These [additional terms and conditions](#) can be found on our websites.
4. Assigned IP addresses remain under the control of TransIP Group and cannot be transferred or moved.
5. The SSL certificate can be withdrawn by TransIP Group or by the relevant Certificate Authority. Withdrawal can take place if you have supplied the wrong information for the SSL certificate or if the reliability of the SSL certificate has been compromised. You will not receive any compensation or replacement product for this.

## Article 11. Backups, availability and maintenance

1. TransIP Group will regularly make backup copies of the data stored by you. TransIP Group will make these backups available to you upon request. TransIP Group can charge costs for this. Different backup periods apply to our Services. These terms are clearly stated on our website. Did you not explicitly agree with TransIP Group within the backup period that TransIP Group should make these backups available to you? Then the backups will be automatically deleted after the backup period. Back-ups of web hosting and e-mail hosting may be destroyed by TransIP Group after seven (7) calendar days after the end of the agreement. For VPS a period of three (3) calendar days applies. Please keep this in mind if you terminate the Service or if TransIP Group informs you that the Service will be terminated.
2. TransIP Group does its best day and night to ensure that Services always perform to the maximum and are accessible. TransIP Group takes strict measures to ensure that the Services remain accessible. Guarantees in this respect are only offered if this is included in the agreement.
3. TransIP Group has the right to (partially) suspend the Service for maintenance, modification or improvement of the system or associated software or facilities. TransIP Group will try to arrange this as much as possible between 11 p.m. and 5 p.m. (Dutch time). TransIP Group tries to inform you of this on time. TransIP Group is never obliged to pay compensation in connection with such decommissioning.

## Article 12. Code of conduct en Notice-and-Take-Down

1. You may decide for yourself what you do with the Service, but it is of course not the intention that you (or your customer) endanger the TransIP Group network or break the law.
2. You guarantee us that (the performance of) the Agreement, nor the actual and / or legal acts that you perform using the Services of TransIP Group, infringe any (subjective) right of a third party including any intellectual property rights, or any rule of law in any legal system. You therefore also guarantee that the Services will not be used for activities that violate laws or regulations. In addition, it is expressly prohibited (regardless of whether this is lawful or not) to offer or distribute materials through the Services that:
  - a. contain malicious content (such as malware or other harmful software);
  - b. infringe the rights of third parties (such as intellectual property rights), or are defamatory, slanderous, offensive, discriminatory or constitute hate speech;
  - c. contain hyperlinks, torrents or references with (locations of) material that infringes intellectual property rights;
  - d. contain any form of criminal pornography or apparently aim to help others find such material;
  - e. violate the private and family life of third parties, including, but not limited to distributing without consent or necessity personal data of third parties or repeatedly bothering third parties with messages these third parties do not wish to receive;
3. If, in the opinion of TransIP Group, nuisance, damage or other danger arises for the functioning of the systems or networks of TransIP Group or third parties, such as the excessive sending of e-mails, (D)DoS attacks, poorly protected systems or activities of malware or other harmful software, TransIP Group has the right to take all measures it deems reasonably necessary to prevent or avert this danger.
4. If a third party TransIP Group points to unmistakable unlawful use of the Services of TransIP Group, TransIP Group will inform you as soon as possible. TransIP Group will ask you to respond as quickly as possible (but no later than within 24 hours), after which TransIP Group decides how to act (even if you do respond). In urgent cases, TransIP Group will intervene immediately.
5. TransIP Group has the right to suspend Services, remove material or block (the use of) Services if these general conditions, third-party rights or laws and regulations are infringed or if there is an excessive load on systems of TransIP Group. If a court orders TransIP Group to put your Services out of use, such an order will be followed immediately. TransIP Group ensures that you are informed as quickly as possible in all these cases.
6. TransIP Group may hand over your name, address and other identifying information to a third party complaining that you are infringing his rights if there is no less radical way for that third party to retrieve your contact details. TransIP Group only does this if the accuracy of that complaint is reasonably plausible, a third party has a reasonable interest in the release of the data and if all legal requirements are met.
7. TransIP Group strives to act as reasonably, carefully and adequately as possible in the case of complaints and is not liable for damage resulting from the measures taken in accordance with this article.

## Article 13. Liability

1. The total liability of TransIP Group due to an culpable non-performance of the agreement or due to any other obligation to compensate for damage, including explicitly every culpable non-performance of a guarantee obligation agreed with you, is limited to compensation for direct damage, which concept of damage includes multiple damage as a result of a series of related occurrences that are considered in this article as a single occurrence.
2. Direct damage is exclusively understood to mean:
  - a. material damage to property;
  - b. reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the occurrence on which the liability is based;
  - c. reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the method of repair.
3. TransIP Group's liability for indirect damage, consequential damage, loss of profit, loss of savings, reduced goodwill, damage due to business interruption, damage as a result of claims from your customers, damage related to the use of goods, materials or materials prescribed by you to TransIP Group. third-party software and damage related to the engagement of suppliers prescribed by you to TransIP Group is excluded. TransIP Group's liability for mutilation, destruction or loss of (backup) data, documents, domain names and / or other (property) rights is also excluded.
4. Under no circumstances will TransIP Group's total liability for damage, including multiple damage as a result of a series of related occurrences, for whatever reason, exceed the lowest amount of:
  - a. the price stipulated for the agreement (excl. VAT), where if the agreement is mainly a continuing performance agreement with a duration of more than one (1) year, the price stipulated for the agreement is set at the total of the fees (excl. VAT) stipulated for one year, and
  - b. € 250,000.-- (two hundred and fifty thousand euros).
5. Contrary to Article 12, paragraph 3 of these general conditions, the total liability of TransIP Group for damage caused by death, physical injury or due to material damage to goods will never exceed € 1,250,000 (one million two hundred and fifty thousand euros).
6. Notwithstanding the provisions of article 12 paragraph 1 up to and including article 12 paragraph 4 of these general conditions, the total liability of TransIP Group as referred to in article 12 paragraph 1 of these general conditions towards you and third parties together for damage as a result of (a series of) related occurrences is limited to the amounts to be paid by the insurer, whereby all amounts of damages from you and third parties taken together will never exceed the total amount of € 2,500,000 to be paid by the insurer.
7. The exclusions and limitations of the liability of TransIP Group, as described in the preceding paragraphs of this article, do not affect the other exclusions and limitations of liability of TransIP Group under these general conditions, any additional conditions or under the processor agreement to be concluded between the parties, .
8. The exclusions and limitations referred to in articles 12 paragraph 1 up to and including article 12 paragraph 6 of these general conditions will lapse if you demonstrate that the damage was caused by intent or deliberate recklessness on the part of (the management of) TransIP Group.



9. Unless fulfilment by TransIP Group is permanently impossible, the liability of TransIP Group due to culpable non-performance of an agreement only arises if you immediately notify TransIP Group's management by registered letter. You must set a reasonable period for TransIP Group to amend the non-performance. If TransIP Group continues to be in culpable breach of its obligations after that period, you can send TransIP Group a notice of default. The notice of default must contain a description of the non-compliance that is as complete and detailed as possible, so that TransIP Group is given the opportunity to respond adequately.
10. A condition for the existence of any right to compensation and / or the right to complain, including about invoices and / or non-performance, is always that you notify the damage and / or ground for complaint as soon as possible and no later than eight (8) days after the occurrence, at least within a maximum of eight (8) days after the moment that the damage or ground for the claim could reasonably have been discovered, in writing, by registered letter, to TransIP Group. In the case of a consumer purchase, a period of two (2) months applies by law for reporting the ground for the claim after it has come about, at least two (2) months after the moment that the ground for the claim could reasonably have been discovered. Every claim for compensation against TransIP Group expires by the mere lapse of twenty-four months after the claim arose, unless the customer has filed a claim for compensation for the damage before the expiry of that period.
11. You indemnify TransIP Group against all third-party claims related to or arising from the use of Services and / or items supplied by TransIP Group, including, but not limited to, product liability as a result of a defect in a product or system caused by a product you delivered to a third party and that consisted, among other things, of equipment, software or other materials supplied by TransIP Group, unless and insofar as you prove that the damage was caused by that equipment, software or other materials. You must also indemnify TransIP Group vis-à-vis third parties against non-compliance with your obligation as referred to in article 5 paragraph 9. You will reimburse TransIP Group for all costs, damages and penalties resulting from such claims.
12. The provisions in this article as well as all other limitations and exclusions of liability mentioned in these general conditions also apply to all (legal) persons used by TransIP Group in the performance of the agreement.
13. You are obliged to insure yourself for liability and to remain insured for the duration of the agreement for the risks mentioned in this article.

## **Article 14. Intellectual property rights**

1. The intellectual property rights vested in the Service remain with TransIP Group or its licensors.
2. All intellectual property rights vested in your data or other materials supplied by you remain with you.

## **Article 15. Personal data**

1. You have the right to view your personal data. If the overview provided by us contains inaccuracies, you can request us in writing to change the data or have them removed. If you request TransIP Group to delete your personal data and TransIP Group responds to this (in part), then this action can no longer be reversed. There is no backup available of deleted data.

2. TransIP Group has a duty of care to conclude a processing agreement when its customers process personal data via the systems of TransIP Group. In that case, these customers of TransIP Group are controllers. TransIP Group therefore makes a data processing agreement available to all its customers. It is your responsibility to check whether you are indeed a controller and instruct TransIP Group to act as a processor and therefore store personal data with us. If that is the case, then you must also enter into a data processing agreement with TransIP Group. It is entirely your responsibility if you fail to conclude a data processing agreement with TransIP Group, but are required to do so under privacy legislation.
3. You guarantee that you will only process personal data in and with the aid of our service(s) in a completely lawful manner. You guarantee that the content, use and instruction to process personal data are not unlawful or do not infringe the rights of third parties.

## Article 16. End of the Agreement

1. If a fixed-term agreement for business customers (also after tacit renewal) is terminated, the amounts already paid will not be refunded and you remain obliged to pay the instalments due until the end of the agreement.
2. As a consumer, you have the option to terminate the agreement, referred to in Article 2, paragraph 5 of these general conditions, after the first renewal, subject to a notice period of one (1) month. If you want to terminate the agreement prematurely, the amounts already paid will not be refunded.
3. Termination of an agreement is only possible via the control panel (CP) within your account.
4. TransIP Group is entitled to dissolve and/or suspend the agreement in whole or in part, with immediate effect and without judicial intervention, without any obligation to pay compensation or damages, if:
  - a. the obligations arising from the agreement are not, not fully or not complied with on time, even after TransIP Group has given you a reasonable period to still meet the obligations;
  - b. after the conclusion of the agreement, TransIP Group becomes aware of circumstances that give reasonable grounds to fear that you will not comply with the obligations under the agreement;
  - c. you have been asked to provide security for the compliance of obligations under the agreement and this security is not provided or is insufficient;
  - d. you die;
  - e. a suspension of payment is requested for you, a declaration of bankruptcy has been filed or if there has been an attachment or debt restructuring;
  - f. circumstances arise that are of such a nature that fulfilment of the agreement is impossible or that unaltered maintenance of the agreement cannot reasonably be required of TransIP Group.
5. If TransIP Group terminates the agreement, in connection with the reasons mentioned in the previous paragraph, all claims regarding the entire remaining contract period of all agreements that you have concluded with TransIP Group are immediately due and payable.

6. TransIP Group is also entitled to cancel the agreement for free Services that are provided if you do not comply with the provisions of Article 5, paragraph 2 of these general conditions. We will inform you of this within a reasonable period of time via the email address associated with your account. You can still log in, so that you do comply with the provisions of Article 5, paragraph 2 of these general conditions. If, after such a notification, you have not used the free Services within the specified reasonable period, access to the Services will end.
7. If TransIP Group suspends the Service, TransIP Group retains all claims arising from the law and the agreement and you remain bound to honour or meet these claims, respectively.
8. The customer is responsible for downloading the data or backups stored under the Service. TransIP Group has the right to block, terminate or cancel access to all accounts that are part of this agreement and to delete or make inaccessible data stored by or for you immediately after the date of termination of the agreement.
9. If applicable, TransIP Group will, in the event of a legal termination of the agreement and if you have fulfilled your obligations under the agreement, cooperate at your request to facilitate the transfer to another service provider.

## **Article 17. Final provisions**

1. Should any of the provisions of this Contract be or become ineffective, the other provisions shall remain in full force and effect. In such event, we will deliberate to agree a new provision in substitution of the provision held void or ineffective, which will honour as much as possible the intent and purport of the void or ineffective provision.
2. TransIP Group may transfer the agreement with you in part or in full to a third party, including the rights and obligations as stated in these general conditions and, if applicable, other agreements. If you are a consumer, you have the option to cancel the contract with effect from the date the contract is transferred to a third party. If you would like to transfer the agreement to a third party, you need written permission from TransIP Group.
3. This agreement is governed by the law of the Netherlands.
4. Except as otherwise provided by the rules of imperative law, all disputes arising from or connected to the agreement are submitted to the Dutch court entertaining jurisdiction in the district where TransIP Group has its registered office, on the understanding that TransIP Group has the right to file the dispute before another court entertaining jurisdiction.
5. The log files and administration of TransIP Group provide the customer with complete proof of the statements of TransIP Group, unless you provide proof to the contrary.