1. Service provision

1.1. You are obliged to enable TransIP to make prompt and correct delivery by providing complete, correct and clear data, and immediately notifying us of any changes thereto.

1.2. TransIP reserves the right to adjust (the specifications of) its service provision at any time. You will, in any case, be notified thereof within 1 month.

1.3. The log files and administrative records of TransIP provide full evidence of the statements made by TransIP, barring proof of the contrary.

1.4. You guarantee that you are authorised to create an account and that the information provided by you is complete, truthful and correct.

2. Liability

2.1. TransIP provides its services to the best of its knowledge and ability. TransIP does not give guarantees for services and systems in regards to minimum speeds, functioning without interruption, reliability or accessibility. TransIP can never be held liable for damage arising from interruptions in service or changes in the telecommunication and/or data transport systems of third parties.

2.2. TransIP can only be held liable for direct damage consisting of:
   i. material damage to goods;
   ii. reasonable costs incurred in order to prevent or limit direct damage, which was to be expected as a result of the event on which the liability is based; or
   iii. reasonable costs to assess the direct damage and liability.

2.3. Liability for damage that does not consist of direct damage is excluded.

2.4. Liability for direct damage is limited to the amount paid out by the insurance of TransIP in the relevant case. If, for whatever reason, the insurer decides not to pay out, the liability of TransIP will be limited to the amount paid by you to TransIP during the 3 months prior to the event from which the liability arises, subject to a maximum of EUR 1,000, or the equivalent of that in other currencies.

2.5. Every right to compensation by virtue of this article lapses if you, or someone acting on your behalf, within 14 days after you became aware of the damage, fails to bring a claim regarding this.

2.6. The aforesaid restrictions of liability do not apply in the event of intent or gross negligence on the part of TransIP.

3. Guarantees and indemnity

3.1. You guarantee that your use of the services of TransIP does not infringe the rights of third parties or rule(s) of law.

3.2. You indemnify TransIP against third-party claims in connection with your use of services and/or licences of TransIP and/or third parties.

4. Payment

4.1. The payment term for invoices of TransIP is 14 days.

4.2. TransIP is entitled to annually increase the prices for its services. TransIP is further entitled to increase the prices in the event of an increase in its costs. TransIP will announce price increases, at the latest, 1 month prior to them taking effect.

4.3. TransIP will:
   i. charge one-off costs (such as installation and activation costs) and additional services, in arrears;
   ii. charge all recurrent costs on a monthly basis in advance.

4.4. You will not be entitled to suspension, set-off or abatement, unless you are a consumer.

5. Suspension

5.1. TransIP will be entitled to immediately suspend delivery of the service if:
   i. you have failed to pay an invoice, including interest, within 15 days of receiving the reminder;
   ii. you, by using the services, paid or unpaid, endanger the TransIP network; or
   iii. TransIP learns of a possible unlawful act or possible criminal behaviour by you or your customers, or in the event of the execution of the Notice & Takedown procedure.
6. Downtime

6.1. Downtime is an interruption of the TransIP network that causes complete inaccessibility of the services.

6.2. If you experience Downtime, you must contact TransIP immediately. TransIP endeavours to inform you of the Downtime to the best of its ability and to remedy the situation as soon as possible.

6.3. TransIP makes every effort to ensure services are available at all times. TransIP does not issue any guarantees with regard to the availability of services, unless otherwise stipulated.

6.4. In the event of Downtime, you are entitled to compensation in accordance with the applicable availability scheme.

6.5. TransIP is entitled to replace the service with a similar service.

6.6. You are only entitled to compensation if the inability to repair the Downtime has not been caused by your own acts or negligence. You are not entitled to any additional compensation.

7. Force majeure

7.1. In addition to the statutory definition, force majeure is taken to mean, among other things: disruptions in the power supply, government measures, terrorist attacks, fire, default by suppliers of TransIP, interruptions in the connection to the Internet, licence refusal, (distributed) denial of service attacks and breakdowns or interruptions in hardware or (telecommunication) networks.

7.2. Both parties are entitled to terminate the agreement if the force majeure situation continues for at least 30 days or more, neither party will be obliged to pay any compensation for damage in relation to that termination.

8. Maintenance

8.1. TransIP is entitled to interrupt the services to perform maintenance work. These interruptions do not qualify as Downtime.

8.2. If TransIP expects that maintenance will have a negative effect on its service provision, it will endeavour to:
   i. notify you thereof 7 days in advance of the maintenance, if possible; and
   ii. insofar as is possible, plan to have maintenance performed between 23:00 and 5:00.

9. Domain name registration

9.1. TransIP cannot guarantee that a domain name request that has been submitted is possible or that the request will be honoured. TransIP cannot be held liable for possible damage arising from the impossibility to register a domain name or the rejection of a domain name request.

9.2. You must pay invoices for domain name registration within the payment term. If TransIP has not received the full invoice amount within the payment term, it will be entitled to suspend the domain name registration.

9.3. TransIP may charge costs for the reactivation of a domain name as a result of suspension, cancellation or any other form of (temporary) termination.

10. Term and termination of the contract

10.1. The agreement for domain name registration has a term of one year, agreements for other services of TransIP have a term of one month unless the offer stipulates otherwise. Premature termination is not possible. You can terminate the agreement at least one month in advance of the renewal date. After this initial period, the agreement can be terminated monthly.

10.2. Agreements can be terminated only via the TransIP control panel.

10.3. Both parties can terminate the agreement with immediate effect, without a notice of default or judicial intervention if:
   i. the other party is declared bankrupt or a bankruptcy order has been filed for;
   ii. the other party enters into a winding-up; or
   iii. the other party, due to attachment or otherwise, loses the control of its assets or a substantial part thereof.

10.4. In the event of dissolution, amounts that have been invoiced for services provided by TransIP become immediately due and payable.
11. Other provisions

11.1. TransIP is entitled to change these Terms and Conditions and will announce any changes at least one month in advance.

11.2. Emails are deemed to have been received from the moment they are sent, barring proof of the contrary. You are personally responsible for receiving emails, any problems involving your email box cannot be held against TransIP.

11.3. If your use of the services of TransIP is subject to a limit, TransIP will be entitled to charge costs for exceeding this limit.

11.4. TransIP is entitled to assign the rights and obligations under this agreement to a third party.

11.5. TransIP is entitled to engage third parties for the execution of its services, on the understanding that TransIP remains responsible for the execution thereof.

11.6. TransIP will not take note of any information shared by you on our systems, unless this is required for the proper execution of our services.

11.7. If any provisions of these Terms and Conditions are deemed void or otherwise not binding, the remaining provisions will remain unimpaired. Parties will endeavour to agree upon a new, legally binding provision of similar meaning.

11.8. Some services, such as domain name registrations may be subject to additional terms and conditions or require the acceptance of a (separate) agreement. You hereby grant TransIP power of attorney to accept any additional terms and conditions on your behalf, and/or to accept a (separate) agreement for the execution of that service.

11.9. The (legal) relationship between TransIP and you is governed by Dutch law.

11.10. Any disputes between TransIP and you will be settled exclusively by the competent court of The Hague, The Netherlands.