

## Article 1: Definitions

- **"Customer"**: the natural person or legal entity, unincorporated partnerships as well as their representative and authorised person, who have concluded or want to conclude an agreement with Easyhost.
- **"Consumer"**: the natural person acting for purposes that are outside his trade, business, craft or profession.
- **"Agreement(s)"**: all agreements used by Easyhost, in relation to the Customer, on which these General Terms and Conditions are applicable.
- **"Use"**: the use of web space, e-mail space and database space agreed with the Customer (in the quotation), expressed in MB (Megabytes).

## Article 2: General

These General Terms and Conditions (hereinafter "General Conditions") apply to both the provision of services and the sale of goods by Easyhost bv, ("Easyhost").

By sending the order, the General Conditions are deemed to form integral part of this agreement and will be accepted without reservation by the Client. The General Conditions and any specific Agreement constitute the entire and only Agreement between parties and will replace all previous oral agreements, proposals, promises, agreements or notices concerning the subject of the specific Agreement. General Terms and Conditions of the Customer are not applicable.

Easyhost's obligation to deliver the good ordered by the Client or service at the predetermined price and paid by the Client, constitutes the principal obligation of the Agreement. If Easyhost is dependent on the involvement of an external party for the delivery of a good or provision of a service ordered by the Client, Easyhost's obligation to deliver will come into effect under the suspensory condition of availability of the good or service, at the time that Easyhost consults the external party, and subject to the predetermined price set by Easyhost and paid by the Client. The price paid by the Client is deemed a surety prior to fulfilment of the suspensory condition. Easyhost undertakes to consult the external party to check the availability at this price within five (5) working days after receiving payment of the surety. If the ordered good or service is unavailable upon consulting the external party, the agreement will expire and Easyhost shall refund the paid surety, without any further obligations between parties. If the ordered good or service is available at a different price upon consulting the external party, then this agreement will expire and Easyhost shall allow the client to accept the different price. This shall result in a new agreement between Easyhost and the Client.

## Article 3: Term and termination

Unless agreed otherwise between the parties, the Agreement is concluded for 1 year and will always be tacitly extended for the same period. Each party may unilaterally terminate this Agreement without stating reasons by means of a written notice by registered post or, in case of the Customer, electronically via <https://www.easyhost.be/en/cancel>, no later than one month prior to the end of one year from the commencing date of the Agreement.

The unilateral termination by the Client does not entitle them to a refund or compensation in any way whatsoever, this also applies to previous payments made. If the Agreement is terminated, the claims of Easyhost on the Customer are immediately due and the already invoiced amounts for services provided will still be owed, without any obligation to cancel these. In case of dissolution by the Customer, the Customer may only dissolve that part of the Agreement that has not been performed yet by Easyhost. If the dissolution is attributable to the Customer, Easyhost is entitled to

compensation of the damage that is caused by this.

## **Article 4: Prices**

Prices indicated by Easyhost on its website and via other channels are always subject to obvious writing errors. Individual quotations can be withdrawn and are valid for 15 days, unless stated otherwise in the quotation. Unless stated otherwise, all prices are in euros and excluding Belgian VAT (BTW), and payable as indicated on the invoice. Unless agreed otherwise, the prices relating to the service are calculated for a period of one year. In accordance with Article 5, the full price must be paid at the start of this period.

Easyhost reserves the right to change the prices of the service at any time during the term of the Agreement. The Client will be notified of this via the website and via an individual notification. The altered prices will be payable by the Client after a period of two months from the individual notification, unless the Client has used the option to terminate the Agreement free of charge and without giving any reasons. The Client must give notice of termination by registered post or electronically via <https://www.easyhost.be/en/cancel> within thirty calendar days following the individual notification of the changed prices.

Discounts apply per Client and are not cumulative. In the event of misuse of offered discounts, for example but not limited to creating multiple accounts, Easyhost reserves the right but is not limited to remove the discounts.

## **Article 5: Terms of delivery, payment and protest**

Easyhost's stated delivery periods are indicative and not binding, unless expressly agreed otherwise. The periods are indicated in working days. A reasonable delay in the delivery does not give right to cancellation of the order or compensation.

In the event of a complaint concerning the delivery of goods or provision of services, of whatever nature, the Client must notify Easyhost in writing within eight working days after the delivery of the goods or the commencing date of the provided services. A complaint concerning the delivery of goods or provision of services may not be used as a pretext for suspending or delaying the payment of invoices. The absence of a written objection to an invoice within eight working days after sending, entails the irrevocable acceptance of the invoice and the amounts, products and services stated therein.

Invoices must be paid within one month after date of invoice. If the Customer has not paid in full after 14 calendar days after the payment term, he is in default after the first reminder that states the consequences of non-payment. If the Customer is in default, this has the following consequences: (i) legal interest is owed on the outstanding amount; (ii) the Customer owes 15% of the main amount for collection costs, or 40 euros if that amount is more than 15% of the main amount, or, if the Customer is a Consumer, the amount that is owed according to the applicable legislation; (iii) the services provided to the Customer can be suspended without any further notice (and any websites hosted for the Customer may be made inaccessible) until the outstanding amounts, including interest, are paid; (iv) Easyhost has the right, by choice, to dissolve or terminate the Agreement pursuant to article 2 and to take back any delivered good insofar as this is possible.

Registration of a domain name is only possible if the Customer has declared in advance during the registration process that he explicitly agrees that the registration can be performed directly and the Consumer waives his right of withdrawal as soon as the domain name is actually registered. Article 8 of these General Terms and Conditions is then not applicable.

## **Article 6: Code of conduct and notice/take down**

The Customer will always cooperate with Easyhost in good faith in order to promote the provision of services. The Customer will always use the services in accordance with Easyhost's Acceptable Use Policy, whose most recent version can be found on <https://www.easyhost.be/en/acceptable-use-policy>. If the customer does not comply with his obligations arising from this Acceptable Use Policy, he agrees to bear all costs and charges that are related to the additional services performed by Easyhost to solve any problems that are the result of non-compliance with his obligations by the Customers.

Easyhost cannot be held liable in any way for any loss of Internet connections due to technical or other malfunctions, both within and outside Easyhost's network, or for errors by suppliers that give cause to this. The Client is solely liable for the proper use of the good, service or software thereby taking into account Easyhost's specifications, documentation and instructions.

## **Article 7: Domain name registration**

The correct execution of the payment by the Client and receipt of a welcome email and invoice from Easyhost does not guarantee the registration of the domain name. The domain name will only be registered after Easyhost has expressly notified the Client in writing that the domain name has been registered. If it appears that Easyhost cannot register the domain name due to an error by the Customer, for example because the Customer appears not to be the current holder of the already registered domain name, the Client will be liable to pay Easyhost €25 in administration fees, without prejudice to the right of Easyhost to claim the actual damage suffered.

The registration of the domain names will occur in accordance with the regulations of the relevant parties responsible for registering domain names (like DNS Belgium (<https://www.dns.be>), SIDN (<https://www.sidn.nl>), DNS.LU (<https://www.dns.lu>), Afnic (<https://www.afnic.fr>), Nominet (<https://www.nominet.uk/go/terms>) or ICANN (<https://www.icann.org>)). The Client has taken note of and accepts these General Terms and Conditions for domain name registration, available on the website of the domain registry, and declares that Easyhost has notified him of these General Terms and Conditions. For specific conditions, Easyhost refers to the websites of the relevant parties responsible for registering domain names. Easyhost bears no liability whatsoever for the Client's decision to register a domain name or to have domain names registered at the Client's request and which infringe upon the rights of third parties. The Client shall indemnify Easyhost against any third party claims pursuant to the registration of a domain name at the Client's request.

## **Article 8: Right of withdrawal**

If the Customer is a Consumer, he has a period of 14 days to withdraw the Agreement without specification of reasons.

The period of 14 days starts from the day that the Agreement is concluded or, in case of the sale of goods, from the day that the Consumer physically takes possession of the goods.

If the Consumer wishes to exercise this right of withdrawal, he will inform Easyhost about this in writing within the aforementioned period. Easyhost will reimburse all payments received and delivery costs to the Consumer via the same payment method as used by the Consumer, when all goods have been returned.

## **Article 9: Liability**

In the context of the conclusion or performance of the Agreement, Easyhost is not liable except in cases mentioned below, and for no more than the limits stated there.

The total liability of Easyhost for damage suffered by the Customer as a result of an attributable failure by Easyhost in the compliance with his obligations under this Agreement, explicitly including any failure in the compliance with a warranty obligation agreed with the Customer, or due to unlawful actions by Easyhost, their employees or third parties engaged by them, is limited per event or a series of related events to an amount that is equal to the total fees (exclusive VAT) that the Customer owes under the Agreement, or, if the Agreement has a duration of more than three (3) months, an amount that is equal to the fees that the Customer owed in the last three (3) months. The total compensation for direct damage will never be more than ten thousand (10,000) euros (exclusive VAT).

Easyhost is explicitly not liable for indirect damage, consequential damage, loss of profit, missed saving and damage due to business stagnation. The liability of Easyhost due to attributable failure in the compliance with the Agreement only occurs if the Customer immediately submits a correct written notice of default to Easyhost in which a period of at least 14 days is stipulated to solve the failure, and Easyhost remains to attributably fail in the compliance with his obligations after this period. The notice of default must contain the most detailed description of the failure, so Easyhost is able to respond in an adequate way. The notice of default must be received by Easyhost within 30 calendar days after the detection of the damage.

The exclusions and limitations referred to in this articles will be void if and insofar as the damage is the result of intent or gross negligence of the management of Easyhost, as well as for death or physical injury of the Customer as a result of an action or negligence by Easyhost.

The Customer is liable towards Easyhost for damage that is caused by an error or failure that can be attributed to him. The Customer indemnifies Easyhost against claims regarding non-compliance with the code of conduct in these General Terms and Conditions by or with the permission of the Customer with the use of the services or goods. This indemnification also applies regarding people who are not employees of the Customer but nevertheless use the services or goods under the responsibility or with the permission of the Customer.

## **Article 10: Processing personal data**

If the Customer as 'controller' within the meaning of the General Data Protection Regulation (GDPR) processes personal data with the use of the services, products or goods from Easyhost, the Customer must conclude a 'data processing agreement' with Easyhost based on the GDPR and use the option that is offered thereto by Easyhost. Insofar as the Customer does not use the option offered by Easyhost to conclude a data processing agreement, the Customer guarantees that he will not use the services or goods delivered to process personal data and the Customer indemnifies Easyhost against all damage or claims based on the statement that any processing of personal data with the use of the services or goods would be unlawful.

If the Customer as natural person ('data subject' within the meaning of the GDPR) uses the services, products or goods of Easyhost, Easyhost will comply with all obligations that the GDPR imposes on Easyhost as 'controller' in accordance with the privacy policy and registration policy of Easyhost (<https://www.easyhost.be/en/privacy-policy>).

## **Article 11: Intellectual property rights**

All intellectual property rights concerning the products and/or services including the designs, software, documentation and all other materials that were developed and/or used to prepare or execute the Agreement between Easyhost and the Client, or arising rights, will exclusively remain vested in Easyhost or its suppliers. The delivery of products and/or provision of services does not constitute any transfer of intellectual property rights. The Client will acquire a non-exclusive and nontransferable user right to use the products and results of the services for the agreed purposes. The Client will adhere rigidly to the conditions laid down in the General Conditions, or otherwise imposed on the Client. Without prior written permission from Easyhost, the Client will not disclose the products and results of the services, either fully or partly in any way whatsoever, copy them or make them available to a third party. The Client shall not remove and/or alter the instructions of Easyhost or its suppliers relating to copyrights, brands, trade names or other intellectual property rights in any way. Easyhost warrants that it is entitled to grant the Client the user right and indemnifies the Client against any claims by third parties.

This provision does not apply if and in as far as the products and/or results of the services are altered and/or if delivered together with goods of third parties, unless the Client proves that, in the latter mentioned case, the claims by third parties exclusively pertain to products and/or results of services supplied by Easyhost. Easyhost is allowed to take technical measures to protect their products, services or goods. If Easyhost has secured these products, services or goods by means of technical protection, the Customer is not allowed to remove or bypass this security, except if and insofar as the law stipulates the contrary.

## **Article 12: Various**

The Client's rights and obligations arising from the Agreement entered into with Easyhost may not be transferred, partially or wholly, to third parties without Easyhost's prior written permission.

If any provision in an Agreement entered into with Easyhost or its application, irrespective of which party or circumstance this concerns, is null and or unfeasible, the other provisions of the agreement will remain fully in effect.

Changes to contact information like addresses, telephone numbers, contact persons and email addresses of the Client must be immediately passed on to Easyhost. If the Client fails to immediately notify Easyhost, it will be entitled to recover the costs of search work or returned shipments from the Client. The log files and other administration, whether or not electronically, of Easyhost are the full proof of statements by Easyhost and the version received or stored by Easyhost of any (electronic) communication applies as authentic, except for counter proof to be provided by the Customer.

## **Article 13: Force majeure**

Events of force majeure will dismiss Easyhost, for the duration of this event, from their obligations under these General Terms and Conditions, on the condition that Easyhost will inform the Customer in writing and describe the force majeure and will immediately continue the performance of the relevant obligations when and insofar as the event of force majeure has disappeared. The Customer will not be entitled to claim damage compensation for the non-compliance by Easyhost with one of their contractual obligations as a result of force majeure.

#### **Article 14: Applicable law and exclusive competence**

This Agreement concluded with Easyhost is subject to Belgian law. Insofar as the rules of mandatory law do not describe otherwise, all disputes as a result of the Agreement will be settled by the authorised Belgian Court in the district where Easyhost is established.