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 the provision of digital services 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 Customer. 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 service ordered by the Customer at the predetermined price and paid by the Customer, constitutes the principal obligation of the Agreement. If Easyhost is dependent on the involvement of an external party for the provision of a service ordered by the Customer, Easyhost's obligation to deliver will come into effect under the suspensory condition of availability of the service, at the time that Easyhost consults the external party, and subject to the predetermined price set by Easyhost and paid by the Customer. The price paid by the Customer 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 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 service is available at a different price upon consulting the external party, then this agreement will expire and Easyhost shall allow the Customer to accept the different price. This shall result in a new agreement between Easyhost and the Customer.

Article 3: Term and optional renewal

Unless agreed otherwise between the parties, the Agreement is concluded for one (1) year. No later than two (2) months before the expiration of the initial term, Easyhost will inform the Customer by email about the option to renew the Agreement for the same duration ("Renewal Email").

Renewal of the Agreement is effectuated by paying the price for the new contract period ("Renewal Price"), in accordance with the payment instructions included in the Renewal Email.

Renewal of the Agreement is optional. If the Customer does not wish to renew, simply ignore this email and do not make a new payment, in which case the Agreement will terminate at the end of the initial term.

If any price changes apply upon renewal, Easyhost will notify the Customer by separate email prior to the Renewal Email. This new price will also be clearly stated in the Renewal Email. The payment instructions will then include the changed price. Payment of this Renewal Price is only required if the Customer wishes to proceed with renewal, and such payment of the Renewal Price amended price shall be deemed to constitute

acceptance by the Customer.

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 fifteen (15) days, unless stated otherwise in the quotation. Unless stated otherwise, all prices are in euros and excluding Belgian VAT (btw). Unless agreed otherwise, the prices relating to the service are calculated for a period of one year. The full price must be paid at the start of this period.

Discounts apply per Customer 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

Unless otherwise agreed, Easyhost undertakes to provide the service no later than fourteen (14) business days after the conclusion of the agreement and upon receipt of full payment from the Customer. Delivery times specified by Easyhost are always expressed in business days. A reasonable delay in delivery, for example, due to the Customer's late action, does not under any circumstances entitle the Customer to cancel an order or claim compensation.

The service will be made available via the Customer's personal login in the online control panel: [https://identity.easyhost.be] (https://identity.easyhost.be)

In the event of a complaint concerning the provision of services, of whatever nature, the Customer must notify Easyhost within two (2) months after the day on which he discovered the lack of conformity of the services. A complaint concerning the 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 (8) working days after sending, entails the irrevocable acceptance of the invoice and the amounts and services stated therein.

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 Customer waives his right of withdrawal as soon as the domain name is actually registered. The right of withdrawal stated in article 8 of these General Terms and Conditions shall then not apply.

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-compliancy with his obligations by the Customers.

The Customer is solely liable for the proper use of the service thereby taking into account Easyhost's specifications, documentation and instructions.

Article 7: Domain name registration

The correct execution of the payment by the Customer 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 Customer 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 Customer 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 Customer 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 Customer's decision to register a domain name or to have domain names registered at the Customer's request and which infringe upon the rights of third parties. The Customer shall indemnify Easyhost against any third party claims pursuant to the registration of a domain name at the Customer's request.

Article 8: Right of withdrawal for Consumers

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

The period expires fourteen (14) days after the day on which the Agreement was concluded. If the Consumer wishes to exercise this right of withdrawal, they must unambiguously inform Easyhost of this within this period. A model withdrawal form is included as an appendix to these General Terms and Conditions.

Article 9: Legal Guarantee of Conformity

The two (2) year legal guarantee of conformity applies to digital content and digital services. For continuous deliveries of digital content and digital services, the legal guarantee applies for the entire duration of the agreement if it exceeds two (2) years.

Article 10: 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 fourteen (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 thirty (30) calendar days after the detection of the damage.

The exclusions and limitations referred to in this article 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. This indemnification also applies regarding people who are not employees of the Customer but nevertheless use the services under the responsibility or with the permission of the Customer.

Article 11: 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 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 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 would be unlawful.

If the Customer as natural person ('data subject' within the meaning of the GDPR) uses the services 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 12: Intellectual property rights

All intellectual property rights concerning the 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 Customer, or arising rights, will exclusively remain vested in Easyhost or its suppliers. The provision of services does not constitute any transfer of intellectual property rights. The Customer will acquire a non-exclusive and nontransferable user right to use the results of the services for the agreed purposes. The Customer will adhere rigidly to the conditions laid down in the General Conditions, or otherwise imposed on the Customer. Without prior written permission from Easyhost, the Customer will not disclose the results of the services, either fully or partly in any way whatsoever, copy them or make them available to a third party. The Customer 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 Customer the user right and indemnifies the Customer against any claims by third parties.

This provision does not apply if and in as far as the results of the services are altered and/or if delivered together with services of third parties, unless the Customer proves that, in the latter mentioned case, the claims by third parties exclusively pertain to results of services supplied by Easyhost. Easyhost is allowed to take technical measures to protect their services. If Easyhost has secured these services 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 13: Various

The Customer'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 Customer must be immediately passed on to Easyhost. If the Customer fails to immediately notify Easyhost, it will be entitled to recover the costs of search work or returned shipments from the Customer. 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 14: 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.

Force majeure is understood to mean, in any case: natural disasters, war, fire, flooding, strikes, occupation of premises, blockades, epidemics, pandemics, government measures, power failures, interruptions at suppliers or other circumstances as a result of which compliance cannot reasonably be expected from Easyhost.

The Customer will not be entitled to claim damage compensation for the non-compliancy by Easyhost with one of their contractual obligations as a result of force majeure.

Article 15: 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. **APPENDIX**

MODEL WITHDRAWAL FORM

(Complete and return this form only if you wish to withdraw from the Agreement)

- To

Easyhost BV
Skaldenstraat 121
9042 Ghent
Belgium

- I/We (*) hereby inform you that I/We (*) revoke the Agreement for the provision of the following service (*)
  ……
  ……

- Ordered on (*)/received on (*)
  ……

- Name(s) of Consumer(s)
  ……

- Consumer(s) Address
  ……
  ……

- Date
  ……

- Signature of Consumer(s) (only if this form is submitted on paper)
  ……

(*) Cross out what does not apply.