

1. DEFINITIONS

The following definitions apply in these General Terms and Conditions:

1. Equipment: a computer system or other equipment used for a Service.
2. Offer: a quotation or application form with appendices, in which Interconnect indicates what is included in the Service upon acceptance.
3. Service: the specific service(s) according to the Agreement between Interconnect and the Customer, including the Equipment and software made available by Interconnect with which the Customer can use the Service.
4. Master Agreement: the Agreement without appendices.
5. Interconnect: Interconnect Services B.V. and affiliated companies, Websites and platforms.
6. Customer: the person or legal entity, acting from a profession or company, with whom Interconnect has entered into an Agreement.
7. Infrastructure: Interconnect's technical environment that makes the Service possible, including support services from suppliers or other third parties.
8. Agreement: the agreement between Interconnect and the Customer on the basis of which Interconnect provides a Service, including appendices.
9. Registry: the authority that issues and manages domain names or IP addresses.
10. Space: the physical space as described in the Agreement, limited to space in Interconnect's racks unless explicitly stated otherwise in the Agreement.
11. Service Level Agreement: the agreement between Interconnect and the Customer in which qualitative and quantitative agreements with regard to the delivery and support of the Service are laid down.
12. Telecom Service: a Service as referred to in Article 1 of the Dutch Telecommunications Act.
13. Data Processing Agreement: the Agreement containing agreements between the Customer and Interconnect regarding the processing of personal data.
14. Website: www.interconnect.nl and other websites owned by Interconnect.
15. Employees: persons who are currently employed or hired on an assignment basis by a third party, or were employed or hired not more than one year ago.

2. OFFER AND ACCEPTANCE

1. Interconnect makes an Offer to the Customer. Prices are valid for 30 days and are included in the Offer or will be provided on first request.
2. The Customer accepts the Offer in writing or in a manner determined by Interconnect. If Interconnect accepts the acceptance, an Agreement is created. Interconnect may refuse acceptance.
3. Only descriptions of the Service included in the Agreement are binding. The stipulated provisions or conditions of the Customer only apply if Interconnect has expressly accepted them in writing, even if they are minor points.
4. If provisions in the Agreement conflict, the following order of precedence applies (from top to bottom):
 - the Master Agreement;
 - any Data Processing Agreement
 - any partner agreement;
 - any Service Level Agreement;
 - other appendices;

- these General Terms and Conditions;
- any additional terms and conditions.

3. DELIVERY OR CHANGE OF THE SERVICE

1. Interconnect makes an effort to deliver a Service or change as soon as possible, taking into account the reasonable wishes of the Customer. Delivery times specified by Interconnect shall be regarded as indicative.
2. Interconnect provides the Service when it deems it suitable for use. Interconnect may deliver in phases.
3. Acceptance of the Service or change takes place when the Customer uses the delivered product or does not reject it within 7 days on the basis of objective deviation(s) from the Agreement.
4. If the Customer rejects the delivery, Interconnect will remove or respond to the deviation(s), after which the inspection of paragraph 3 will be repeated. In consultation, the parties can add further provisions or replace the Agreement in order to reach acceptance. In case of deviation from the Agreement, Interconnect may refuse it or charge additional costs.
5. The Customer provides, in a timely manner, all information and cooperation that Interconnect needs to deliver or complete a Service, such as the necessary codes and the possibility to install peripheral equipment. If the Customer does not comply with this after a reminder, Interconnect may deliver a Service as-is, without the possibility for the Customer to inspect the delivered Service.
6. Interconnect may have certain activities performed by third parties under its responsibility.
7. Interconnect may change technical properties of a Service and will, as far as possible, announce this in writing with a term of 30 days.
8. The Customer has the right to terminate the Agreement if it can demonstrate that the change has a major impact on its company or the Service, unless changes are imposed by the government or suppliers. The Customer must communicate this in writing before the effective date of the change.

4. USE OF THE SERVICE

1. Interconnect only guarantees that the Service is suitable for the purpose stated in the Agreement.
2. The Customer must use the Service carefully and adhere to the given regulations and guidelines of Interconnect.
3. The Customer can use networks that are (in)directly connected to Interconnect's network, under the conditions set by the operators thereof. Interconnect is not a party to this.
4. The Customer must treat codes and passwords confidentially and only use them for the Service. Interconnect may assume that all actions during the use of the Service have been approved by the Customer.
5. If, in Interconnect's opinion, the functioning of the network, the connection with other networks or Interconnect's services are at risk due to (the omission of) actions by the Customer, Interconnect may take all reasonable measures to put an end to this. Downtime as a result of these measures is not included in the determination of availability.
6. The Customer may not use any Equipment or software that could cause damage or a malfunction to the Service, to Interconnect or to a third party.
7. The Customer ensures that Equipment used by it complies with all applicable national and international regulations and standards.

Registrations, permits or permissions for use of Equipment are at the Customer's own expense and risk.

8. If Interconnect makes software or other works available, the Customer will receive a limited right of use for the duration of the Agreement. The copyright and other rights remain with Interconnect or its suppliers.

9. The Customer may only use software for which it holds valid licenses. Interconnect may request evidence for this and conduct an audit, in which cases the Customer will reasonably cooperate. All costs arising from a lack of appropriate licenses are for the account and risk of the Customer.

10. Measurements with regard to additional costs are carried out by Interconnect and are binding.

11. The Customer may not resell, re-rent or make the Service available to a third party, unless the Customer concludes a partner agreement with Interconnect. Interconnect determines whether the Customer qualifies for this. The rights and obligations of the parties in resale are set out in the partner agreement.

12. The Customer will ensure that upon resale any user of the Service will comply with the obligations imposed on the Customer by Interconnect and all obligations imposed on Interconnect or the Customer by any Registry or supplier.

5. USE OF SPACE

1. The Customer gains access to the Space if this is necessary for the Service. Work by the Customer within or on the Space will be carried out efficiently, professionally and without nuisance.

2. The Customer only rents Space within the racks designated by Interconnect. Should Space be rented in the form of floor space, Customer must complete an inventory form made available by Interconnect to document the Equipment. Racks remain the property of Interconnect.

3. Equipment is placed in the allocated Space at the Customer's risk. The Customer must properly secure the Equipment and associated software against break-ins and misuse by third parties and insure them against loss, theft and damage.

4. The Customer may not make any changes to the Space or install any cabling outside the Space without written permission from Interconnect. Failing this, the original situation will be restored by the Customer or the repair will be at the expense and risk of the Customer.

5. At the request of the Customer, Interconnect can perform actions in the used Space at an additional cost (Smart Hands). These actions are performed without warranty.

6. Interconnect may always inspect the assigned Space.

7. The Customer is liable for the behavior of persons it admits to the allocated Space.

8. At the request of Interconnect, the Customer will accept a replacement, equivalent space in a data center of Interconnect. In this situation, the parties each bear their own costs.

9. Interconnect may move, disable or remove Equipment if unforeseen circumstances dictate.

10. If the Customer damages or steals Equipment from another customer of Interconnect, Interconnect may do everything to enable the injured party to hold the Customer liable.

6. AVAILABILITY OF THE SERVICE

1. Interconnect makes every effort to realize uninterrupted availability of the Service, with the exception of maintenance. The Customer accepts that uninterrupted availability is impossible.

2. Interconnect makes every effort to make backups of the Customer's data as far as this is possible, but does not guarantee that a backup will be available at all times. The Customer is responsible for making a backup and must request a copy in good time upon termination of the Agreement.

3. Interconnect will make every effort to keep deployed software up-to-date and to continue and maintain the link with other networks as far as possible. Interconnect has the right not to install updates or patches.

4. The Customer will report malfunctions in the Service to Interconnect as soon as possible, after which Interconnect will remedy them as soon as possible within its office hours. If the problem is due to Interconnect or its suppliers, no additional costs will be charged to the Customer.

7. NOTICE & TAKEDOWN

1. If a third party demonstrates to Interconnect that (a customer of) the Customer is acting unlawfully, Interconnect may do everything to stop the unlawful action.

2. In the event of (possible) criminal offenses, Interconnect may file a report, transfer relevant information to the competent authorities and fully cooperate with the investigation by these authorities.

8. DOMAIN NAMES AND IP ADDRESSES

1. For Services with a domain name or IP address, Interconnect may conclude an Agreement on behalf of the Customer with the relevant Registry, subject to the terms and conditions of the Registry.

2. The Customer must strictly comply with the terms and conditions of the Registry. Interconnect may enforce these terms as if it were the Registry.

3. Confirmation of the registration of a domain name and IP address of the Customer can only be obtained from written confirmation from Interconnect. An invoice for registration costs is not a confirmation.

4. If the Customer does not comply with the Agreement and this has been made known in writing by Interconnect, Interconnect may make a domain name or IP address inaccessible, or confiscate, cancel or take over the domain name or IP address. If a domain name has not been moved by the Customer in time after cancellation, Interconnect may take it over.

5. Interconnect is not a party to the Agreement between the Customer and the Registry. The Registry may address the Customer directly about the use of a domain name or IP address and may also amend its terms and conditions. If the Customer hereby acquires the right or is obliged to relinquish a domain name or IP address, the Customer must terminate the Agreement at the regular terms and conditions.

9. PRIVACY AND PROCESSING OF PERSONAL DATA

1. If the parties do not conclude a Data Processing Agreement within the meaning of the General Data Protection Regulation (GDPR), the provisions in this article apply as such.

2. When the Customer processes personal data within the Service, with the exception of the colocation service, the Customer and Interconnect are subject to the General Data Protection Regulation (GDPR). The Customer is then the 'Controller' and Interconnect is the 'Processor'.

3. Interconnect and its affiliated companies may have the Customer's data processed within and outside the European Economic Area if this is necessary for (the provision of) the Service.

4. Interconnect takes effective security measures to protect and safeguard the risks related to the processing of personal data within the Service or the network.

5. If the Customer is the Controller, the processing of personal data will only be carried out by Interconnect on behalf of the Customer.

6. The Customer only processes personal data within the Service if the data has been obtained lawfully and does not infringe any rights of third parties.

7. Interconnect will not collect or store any data generated by the Customer unless it is necessary for the provision of the Service or Interconnect is required to do so.

8. If the Customer has to change, delete or transfer data stored via the Service due to legal obligations, Interconnect will cooperate insofar as necessary. Interconnect may charge additional costs for this.

9. When secure personal data of the Customer falls into the hands of third parties as a result of a data breach, Interconnect will respond as adequately as possible. Interconnect will inform the Customer about this as soon as possible. The Customer is responsible for reporting a personal data breach to the Dutch Data Protection Authority.

10. Interconnect may provide personal data of the Customer to a third party or competent authority if it is obliged to do so. In case of provision to third parties, the Customer will be informed by Interconnect as soon as possible.

10. CONFIDENTIALITY

1. The Customer and Interconnect are obliged to maintain the confidentiality of information of a confidential nature obtained from third parties.

2. Paragraph 1 does not apply if it concerns information that was already known to the party, was collected lawfully and independently of the other party, was lawfully obtained from a third party without a duty of confidentiality or has been released into the public domain by the owner.

3. Confidential information may only be provided if this is necessary for the performance of the Agreement, permission has been granted by the other party or if there is a legal obligation or an authorized order on the condition that the other party is notified, if allowed.

4. If there is involvement of third parties in the implementation of the Agreement, the parties guarantee that corresponding provisions regarding confidentiality will be made.

11. PRICES

1. Interconnect mentions all prices in euros, exclusive of VAT and other levies imposed by the government and subject to typing and calculation errors.

2. In addition to the agreed prices, Interconnect may charge costs for specification of invoices, cancellation, contract takeover, change of name or comparable transactions and for exceeding susceptible items such as data traffic, power consumption and licenses.

3. Interconnect is allowed to increase rates on the first day of a month with at least 30 days notice. Only if the rate for the total Service increases by more than 5% in a calendar year, which is not partly caused by the government or a supplier of Interconnect, the Customer may cancel the Service within 14 days after announcement against the change date. Interconnect may always implement price reductions and

changes to rates for (additional) use, without the possibility for the Customer to cancel.

12. PAYMENT

1. The fees for the Service are due from the moment Interconnect delivers the Service, in whole or in part. Interconnect will charge the fees due via an invoice. Interconnect is allowed to invoice electronically.

2. Payment must be made within 14 days of the invoice date. The receipt of the amount due by Interconnect counts as the moment of payment.

3. The Customer can make objections known to Interconnect in writing until the due date of the invoice, after which Interconnect will conduct an investigation into the correctness of the invoice amount. The part of the invoice amount against which no objection is made remains due and payable. Payment of that portion may not be suspended.

4. Interconnect may require payment by direct debit. In case of unsuccessful direct debits, €25 collection costs will be charged.

5. Fixed costs are payable in advance. Other costs are invoiced on the basis of subsequent calculation.

6. If the creditworthiness of the Customer gives reason to do so, Interconnect may demand financial security in the amount of the debt obligations that the Customer, according to Interconnect, will owe for six months. If the Customer does not comply with the security within 14 days after request, Interconnect may suspend its services. As soon as, based on the facts and circumstances, the need for security no longer exists, Interconnect will let it lapse and repay the amount without interest.

7. If payment has not been made within the period stated in paragraph 2, the Customer will be in default by operation of law and will owe interest of 1.5% per month or part of a month on the outstanding amount and any administration costs from the invoice date.

8. All judicial and extrajudicial costs are for the account of the Customer. The extrajudicial collection costs amount to at least 15% of the amount owed by the Customer. This concerns the principal sum plus the default interest and administration costs.

9. The claim for payment is immediately due and payable if the Customer is declared bankrupt, applies for suspension of payment or if the Customer's assets are seized in full, the Customer dies, goes into liquidation or is dissolved.

10. The Customer may not set off the amount owed to Interconnect against claims against Interconnect.

13. LIABILITY

1. Interconnect accepts legal obligations for damages to the extent described in this article.

2. Interconnect's total liability due to an attributable shortcoming in the fulfillment of the Agreement, in whole or in part, is limited to compensation for financial loss up to a maximum of the monthly price excluding VAT of that part of the Agreement, with a maximum of fifty thousand euros per event or series of related events.

3. Interconnect's total liability for damage due to death or physical injury is limited to a maximum of five hundred thousand euros per event or series of related events.

4. Apart from the cases referred to in paragraphs 2 and 3, no liability for compensation rests with Interconnect, unless this may not be legally limited.

5. Interconnect's liability only arises if it does not meet its obligations within a reasonable period after written notice of default by the Customer, or cannot meet them due to permanent damage. The notice of default must clearly describe the damage and must be received by Interconnect within 30 days of its occurrence.

6. The Customer indemnifies Interconnect against claims and liabilities from third parties, such as fines or additional assessments for licenses, if these cannot be attributed to Interconnect.

14. FORCE MAJEURE

1. Interconnect is not obliged to fulfill obligations towards the Customer in the event of impediment due to force majeure.

2. In the event of temporary force majeure, Interconnect may extend the delivery time or the period within which the work must be performed by the duration of the force majeure. If the force majeure lasts longer than six months, the Customer may dissolve the Agreement.

3. The Customer is not entitled to compensation in the event of force majeure.

15. SUSPENSION

1. If the Customer fails to fulfill an obligation under the Agreement, Interconnect may limit or disable the Service, keep Equipment in its custody and deny access to the Space. In this case, the payment obligation of the Customer continues to exist. The suspension will be lifted when the Customer fulfills its obligations and pays the costs for repair within a period set by Interconnect. Failing this, Interconnect may sell the Customer's Equipment.

16. DURATION AND TERMINATION

1. The Agreement is entered into for the term stated in the Agreement or, if not stated, 12 months, and is then tacitly extended for an indefinite period. The specified term starts at the time of delivery by Interconnect and is extended by the remainder of the current calendar quarter.

2. Contrary to paragraph 1, the Agreement for the "Domain Registration (Plus)" Service will be tacitly renewed at the end of the term.

3. Both parties can terminate the Agreement on or after the end of the specified period with a notice period of one calendar month or one month for a Telecom Service.

4. Cancellation must take place in writing and signed or in another manner determined by Interconnect. Interconnect may refuse a cancellation if it considers it unreliable or incomplete.

5. Both parties may dissolve the Agreement with immediate effect without judicial intervention or notice of default if the other party has applied for (provisional) suspension of payments, has been granted this or has been declared bankrupt.

6. If the Customer fails to fulfill an obligation under the Agreement, Interconnect may terminate the Agreements concluded with the Customer without notice of default or judicial intervention. Interconnect hereby reserves the right to compensation for damage, lost profit and interest.

7. After termination of the Agreement, Interconnect deletes all data and accounts involved stored under the Agreement, without being obliged to provide a copy. The Customer's Equipment must be removed from the Space by the end date. If Equipment has not been removed, Interconnect may remove and store it at the Customer's risk and expense until the Customer collects the Equipment.

8. The Customer must return the rented or provided Equipment from Interconnect or a supplier in good condition, failing which Interconnect may stipulate a compensation for repair or replacement.

17. AMENDMENT OF THE AGREEMENT

1. Changes will only be implemented if both parties have given written permission, unless stated otherwise in the Agreement.

2. Interconnect may amend these general terms and conditions and declare them applicable to the aforementioned Agreements and terms and conditions (see Article 2.4). These changes will take effect after 30 days of publication.

3. Interconnect will post changes on the Website, by letter or e-mail, or similar means of communication.

4. If the Customer does not want to accept a change in the general terms and conditions, it can terminate the Agreement within 30 days after notification in accordance with Articles 16.3 and 16.4. The old terms and conditions will then remain in force until the end of the Agreement.

18. FINAL PROVISIONS

1. The Customer will inform Interconnect in writing as soon as possible of administrative changes.

2. The Customer may not transfer the rights and obligations under the Agreement to a third party without written permission from Interconnect.

3. The version of any communication or administration received or stored by Interconnect is decisive, with the exception of evidence to the contrary provided by the Client.

4. If a provision of these general terms and conditions is null and void or is annulled, the other provisions will remain fully effective. The Customer and Interconnect will enter into consultation to determine a new provision, taking into account the purpose and purport of the former provision.

5. In these terms, e-mail is also considered 'in writing', provided that the sender constitutes a legitimate party and that the integrity of the message is sufficiently established.

6. The Customer may not use Interconnect's trade names, brand names, logos or signs to create goodwill or reputation for attracting customers by the Customer. The Customer may communicate that it uses services from Interconnect.

7. The Customer and its affiliated companies will not employ Interconnect's Employees or otherwise have them work for them, directly or indirectly, until one year after the end of the Agreement, without written permission from Interconnect. Interconnect may immediately impose a due and payable fine of ten thousand euros on the Customer in the event of a violation of the above for as long as the violation lasts or continues.

8. All disputes arising from the Agreement will be submitted to the court in 's-Hertogenbosch, the Netherlands..

9. Dutch law applies to the Agreement.

10. These general terms and conditions have been translated from Dutch into English. In the event of any discrepancies or conflicts arising from the translation into English, the Dutch general terms and conditions shall prevail for interpretation and enforcement.