

Hosting conditions - W Solutions

These general terms and conditions apply to Hosting and every offer or quotation from W Solutions with regard to Services and form an integral part of every Agreement between W Solutions and the Customer. Provisions or conditions set by the Customer that deviate from, or do not appear in, these General Terms and Conditions are only binding on W Solutions if and insofar as they have been expressly accepted by W Solutions In Writing.

Capitalized terms have the meaning as stated in the first article.

Article 1. Definitions of terms used

In these terms and conditions, the following definitions apply:

- 1.1. **W Solutions:** the company W Solutions, established at Boomweidelaan 33 and registered with the Chamber of Commerce under file number 81283938.
- 1.2. **W Solutions Website:** W Solutions ' website, accessible via the domain <https://w-solutions.dev>.
- 1.3. **Subscription:** the Agreement whereby one or more of the parties undertakes to continuously or repeatedly perform services for a certain period of time (eg a hosting contract of 12 months).
- 1.4. **Account:** the right of access to a user interface with which the Client can manage and configure (certain aspects of) the Services, as well as the configuration(s) and the files stored for the Client themselves.
- 1.5. **General Terms and Conditions:** the provisions of the present document.
- 1.6. **Customer:** the natural or legal person with whom W Solutions has concluded an Agreement. This also includes the person who enters or is in negotiations with W Solutions, as well as his representative(s), authorized representative(s), successor(s) in title and heirs.
- 1.7. **Services:** the products and/or services that W Solutions will provide to the Customer pursuant to an Agreement.

- 1.8. **Materials:** all works, such as websites and (web) applications, software, house styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports and other products of the mind, as well as preparatory material thereof and (encrypted or not) files or data carriers on which the Materials are located.
- 1.9. **Agreement:** any agreement between W Solutions and the Customer on the basis of which W Solutions provides Services to the Customer.
- 1.10. **Written:** in addition to paper documents, also e-mail and communication by fax, provided the identity of the sender and the integrity of the message are sufficiently established.
- 1.11. **Applications With Increased Risk:** applications where an error in the Services can lead to death or serious injury, serious environmental damage or loss of (personal) data with very high consequential damage. Examples of High-Risk Applications include: transportation systems where a failure could cause trains to derail or planes to crash; medical systems where an error may result in a patient receiving no or incorrect treatment; systems where a substantial part depends on the population for the allocation of crucial government services, such as DigiD; systems in which (a lot of) medical data or other special data within the meaning of the General Data Protection Regulation, or otherwise very sensitive data, are stored.

Article 2. Contract conclusion

- 2.1. Customer can request the Services directly from the W Solutions Website. The Agreement arises at the moment of sending the e-mail (whether or not automatically generated) from W Solutions containing the confirmation and acceptance of the application. Customer may also request the Services by completing and signing an application form, which can be downloaded from the W Solutions Website. This application is binding. The Agreement arises at the time of sending the message from W Solutions with the confirmation and acceptance of the application. The customer can also request a quote without obligation. The Agreement arises at the moment of receipt of approval of the quotation, provided this takes place before the end date stated in the quotation.
- 2.2. If the Customer is a consumer, the Customer has a period of fourteen days from the moment the

order has been made to dissolve the Agreement In Writing and free of charge.

Article 3. Performance of the Agreement

- 3.1. After the Agreement has been concluded, W Solutions will perform it to the best of its ability and with due care and craftsmanship.
- 3.2. W Solutions will make every effort to realize high-quality and uninterrupted availability of Services and associated systems and networks, and to realize access to data stored by the Customer. However, W Solutions makes no guarantees about quality or availability, unless otherwise agreed

in the quotation by means of a Service Level Agreement (SLA) designated as such.
- 3.3. Delivery terms specified by W Solutions are always indicative, except where the applicable SLA sets terms that cannot be interpreted as anything other than an obligation of result.
- 3.4. If and insofar as required for proper performance of the Agreement, W Solutions has the right to have certain activities performed by third parties.
Any unexpected additional costs associated with this are at the expense of the Customer, unless otherwise agreed. These General Terms and Conditions also apply to the work performed by third parties in the context of

of the Agreement.
- 3.5. If such has been agreed, W Solutions will provide the Client with access to an Account. The Account will be accessible by entering a password and username. Any action that takes place through the Customer's Account or an Account created by the Customer is deemed

under the responsibility and risk of the Customer. If the Customer suspects or should reasonably suspect or know that abuse of an Account is taking place, the Customer must report this to W Solutions as soon as possible so that it can take measures.
- 3.6. W Solutions will make itself available for a reasonable level of remote customer support by email, during regular business hours, unless otherwise provided in the applicable SLA.
- 3.7. Any changes to the Agreement, whether at the request of Customer, either as a result of the fact that by which

circumstances a different execution is necessary, if additional costs are associated with this, they are regarded as additional work and insofar as less costs consist of less work. These will be invoiced to Customer accordingly.

Article 4. Obligations of the Customer

- 4.1. The Client is obliged to do all that is reasonably necessary and desirable to enable a timely and correct execution of the Agreement. In particular, the Customer ensures that all data that W Solutions indicates are necessary or of which the

The Customer should reasonably understand that these are necessary for the performance of the Services and are provided to W Solutions in a timely manner. The term within which W Solutions must perform the Agreement will not commence until after all requested and required information has been received by W Solutions.

- 4.2. If the Customer knows or can suspect that W Solutions will have to take certain (extra) measures in order to be able to meet its obligations, the Customer will inform W Solutions thereof without delay. This obligation applies, for example, if the Customer knows or should foresee that an extraordinary peak in load on W Solutions' systems will occur, which could in any probability cause unavailability of the Services.

This applies all the more if Customer knows that Services are also provided to others via the same systems that W Solutions uses to provide Services to Customer. After warning, W Solutions will do everything it can to prevent unavailability of the Services. Unless expressly agreed otherwise In Writing, all reasonable additional costs incurred in doing so may be charged to the Customer.

- 4.3. Customer may not use the Services for High-Risk Applications unless the Service is expressly designated as suitable for such applications. If none of the Services is deemed suitable, Customer may request submit it to W Solutions for a custom agreement.

- 4.4. If the Customer for the specific use that it gives or intends to grant to the Services, any license or other requires permission from government authorities or third parties, the Customer must take care of obtaining it himself. The Client guarantees to W Solutions that it has all permits and/ or permissions necessary for the use of the Services by the Client.

Article 5. Rules of conduct and notice/takedown

- 5.1. Client is prohibited from using the Services to violate Dutch or other laws or regulations applicable to Client or W Solutions or to infringe the rights of others.
- 5.2. It is prohibited (whether legal or not) by W Solutions from using the Services to offer or distribute Materials that:
- unmistakably primarily intended to help others to assist in violating the rights of third parties, such as websites with (exclusively or mainly) hacking tools or explanations about computer crime that are apparently intended to enable the reader to commit the described criminal behavior and not to act against it to be able to defend;
 - are manifestly libelous, defamatory, abusive, racist, discriminatory or hate speech;
 - Contain, or are manifestly designed to help others find, child pornography or bestiality pornography;
 - constitute a violation of the privacy of third parties, including in any case but not limited to the dissemination of personal data of third parties without permission or necessity or the repeated harassing of third parties with unsolicited communications;
 - contain hyperlinks, torrents or references with (locations of) material that unmistakably infringes copyrights, neighboring rights or portrait rights;
 - contains unsolicited commercial, charitable or idealistic communications;
 - contains malicious content such as viruses or spyware.
- 5.3. Distribution of pornographic Materials through the Services is prohibited.
- 5.4. Customer shall refrain from hindering other customers or internet users or from causing damage to systems or networks of W Solutions or other customers. The Customer is prohibited from starting processes or programs, whether or not via W Solutions' systems, of which the Customer knows or can reasonably suspect that this will hinder or cause damage to W Solutions, its customers or internet users.

- 5.5. If, in the opinion of W Solutions, hindrance, damage or another danger arises for the functioning of the computer systems or the network of W Solutions or third parties and/or of the services via the internet, in particular by excessive sending of email or other data, denial of service attacks, poorly secured systems or activities of viruses, Trojans and similar software, W Solutions is entitled to take all measures it deems reasonably necessary to avert or prevent this danger. W Solutions may recover the costs reasonably necessary associated with these measures from the Customer, if The customer can be blamed for the cause.
- 5.6. When W Solutions receives a complaint about violation of this article by the Customer, or determines that this appears to be the case, W Solutions will inform the Customer as soon as possible. notify the complaint or violation. Customer will respond as soon as possible, after which W Solutions will decide how to act. In exceptional cases where, in the opinion of W Solutions, the complainant has requested that the complaint not be forwarded, or W Solutions believes that the violation is unmistakable, W Solutions is not required to forward the complaint.
- 5.7. If W Solutions believes that there has been a violation, it will remove the relevant Material, without having to make a backup copy (for which is entitled). W Solutions will make every effort not to touch any other Materials. W Solutions will inform the Customer as soon as possible of the measures taken.
- 5.8. W Solutions is at all times entitled to report criminal offenses established.
- 5.9. Although W Solutions strives to act as reasonably, carefully and adequately as possible after complaints about the Customer, W Solutions is never obliged to compensate damage as a result of measures as referred to in this article.
- 5.10. The Customer is allowed to resell the Services, but only in combination with or as part of the Customer's own products or services and without disclosing the name of W Solutions as a supplier or subcontractor. The customer must indemnify W Solutions against all claims by its customers. W Solutions may also take full action in the event of violations of these general terms and conditions by those customers.

Article 6. Application for domain names

- 6.1. Application, allocation and possible use of a domain name depend on and are subject to the applicable rules and procedures of the relevant registration authorities, such as the Stichting Internet Domeinregistratie Nederland for .nl domain names. The relevant authority decides on the allocation of a domain name. W Solutions only plays a mediating role in the application and does not guarantee that an application will be honored.
- 6.2. The customer can only learn the fact of registration from W Solutions' confirmation, which states that the requested domain name has been registered. An invoice for registration fees is not confirmation of registration.
- 6.3. Customer indemnifies and holds W Solutions harmless for all damage related to (the use of) a domain name on behalf of or by Customer. W Solutions is not liable for the loss by Customer of its right(s) on a domain name or for the fact that the domain name is requested and/or obtained by a third party in the interim, except in the case of intent or willful recklessness on the part of W Solutions.
- 6.4. The customer must comply with the rules set by registration authorities for the application, allocation or use of a domain name. W Solutions will refer to these rules during the registration process.
- 6.5. W Solutions has the right to make the domain name inaccessible or unusable, or to place it in its own name or have it placed in its own name if the Customer demonstrably fails to comply with the Agreement, but only for the duration that the Customer is in default and exclusively after expiry of a reasonable term for compliance in a written notice of default.
- 6.6. In the event of dissolution of the Agreement due to non-performance by the Customer, W Solutions is entitled to cancel a domain name of the Customer with due observance of a notice period of two months.

Article 7. Storage and data limits

- 7.1. W Solutions can set a maximum amount of storage space or data traffic per month that Customer may or can actually use in the context of the Services.
- 7.2. Should Customer exceed the applicable limits, W Solutions after sending at least one

warning message to the Customer regarding the exceedance, unilaterally convert the Customer's Subscription into a Subscription that does fit the storage and data traffic.

- 7.3. No liability exists for the consequences of not being able to send, receive, store or change data if an agreed limit for storage space or data traffic is exceeded.

Article 8. Intellectual property rights

- 8.1. All intellectual property rights to all Materials developed or made available by W Solutions within the framework of the Agreement rest exclusively with W Solutions or its licensors.
- 8.2. Customer will only acquire the rights of use and powers that are explicitly granted in these General Terms and Conditions, the Agreement or otherwise In Writing and otherwise Customer will not reproduce or make these Materials public. The aforesaid is subject to an exception if it is manifestly mistakenly omitted to provide such a right to the Client in an express manner. However, delivery of source code of Materials is at all times only obligatory if expressly agreed.
- 8.3. Unless and insofar as otherwise agreed In Writing, the Client is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual property rights from these Materials, including indications regarding the confidential nature and secrecy of the Materials. .
- 8.4. W Solutions is allowed to take technical measures to protect its Materials. If W Solutions has secured these Materials by means of technical protection, the Customer is not permitted to remove or circumvent this protection, except if and insofar as the law provides otherwise.

Article 9. Prices

- 9.1. Unless expressly stated otherwise for an amount, all prices quoted by W Solutions are exclusive of turnover tax and other levies imposed by the government.
- 9.2. If a price is based on information provided by the Customer and this information turns out to be incorrect,

W Solutions has the right to adjust the prices accordingly, even after the Agreement has already been concluded.

- 9.3. If the Agreement concerns a Subscription, W Solutions is entitled to change the rates applied at any time.
- 9.4. The same conditions and procedures apply to price changes as to changes to the Services and these General Terms and Conditions.

Article 10. Payment conditions

- 10.1. W Solutions will invoice the amounts owed by the Client to the Client. W Solutions may issue electronic invoices. W Solutions has the right to charge periodic amounts due prior to the provision of the Services.
- 10.2. The payment term of an invoice is 14 days after the invoice date, unless otherwise agreed In Writing.
- 10.3. If the Customer has not yet paid in full after 14 days after the payment term, he is automatically in default without notice of default being required.
- 10.4. If the Customer is in default, this has the following consequences:
- The statutory interest is due on the outstanding amount;
 - Customer is 15% of the principal amount in recovery costs owed, or 40 euros if that amount is more than 15% of the principal;
 - Customer owes €7.50 administrative costs for any reminder and reminder;
 - the websites and other Materials hosted for the Client may be made inaccessible without further warning until the outstanding amounts, interest and the like have been paid.
- 10.5. Unless the Customer is a consumer, an appeal by the Customer to suspension, set-off or deduction is not permitted.
- 10.6. In the event that the Customer fails to comply with any obligation under the Agreement, W Solutions is entitled to take back goods delivered without any notice of default, in addition to suspension of Services, without prejudice to W Solutions' right to compensation for damage, lost profit and interest.

Article 11. Liability

- 11.1. W Solutions is in the context of the establishment of execution of the Agreement not liable except in the cases mentioned below, and at most up to the limits stated therein.
- 11.2. W Solutions' total liability for damage suffered by the Customer as a result of an attributable failure to fulfill its obligations under the Agreement by W Solutions, expressly including any failure to comply with a warranty obligation agreed with the Customer, or by a wrongful act of W Solutions, its employees or third parties engaged by it, is limited per event or a series of related events to an amount equal to the total of the fees (excluding VAT) that the Customer will owe under the Agreement, or, if the Agreement has a duration of more than six (6) months, an amount equal to the fees that Customer has paid in the last six (6) months. Under no circumstances will the total compensation for direct damage exceed ten thousand (10,000) euros (excluding VAT).
- 11.3. W Solutions is expressly not liable for indirect damage, consequential damage, lost profit, lost savings and damage due to business interruption.
- 11.4. W Solutions' liability due to an attributable shortcoming in the fulfillment of the Agreement only arises if the Customer gives W Solutions notice of default immediately and properly In Writing, setting a reasonable term to remedy the shortcoming, and W Solutions is also attributable to the performance after that term. continues to fall short of its obligations. The notice of default must contain as detailed a description as possible of the shortcoming, so that W Solutions is able to respond adequately. The notice of default must be received by . within 30 days of the discovery of the damage W Solutions.
- 11.5. The exclusions and limitations referred to in this article lapse if and insofar as the damage is the result of intent or willful recklessness on the part of W Solutions' management.
- 11.6. The customer is liable towards W Solutions for damage caused by an error or shortcoming attributable to him. Customer indemnifies W Solutions against claims regarding the

failure to comply with the rules of conduct in these General Terms and Conditions when using the Services by or with the consent of the Customer. This indemnification also applies to persons who, although not employees of Customer, have nevertheless used the Services under the responsibility or with permission of Customer.

Article 12. Force majeure

- 12.1. Neither of the parties can be obliged to fulfill any obligation if a circumstance that is beyond the control of the parties and which could not or should not have been foreseen when the Agreement was concluded,
- negates any reasonable possibility of fulfilment.
- 12.2. Force majeure also includes (but is not limited to): disruptions of public infrastructure that are normally available to W Solutions, and on which the provision of the Services depends, but on which W Solutions cannot exercise actual power or contractual performance obligation, such as the operation from the registers of IANA, RIPE or SIDN, and all networks in the Internet with which W Solutions has no contract; disruptions in infrastructure and/or Services of W Solutions that are caused by computer crime, for example (D)DOS attacks or whether
- unsuccessful attempts to bypass network security or system security; shortcomings of suppliers of W Solutions, which W Solutions could not foresee and for which W Solutions cannot hold its supplier liable, for example because the supplier concerned (also) was subject to force majeure; defects in goods, equipment, software or other source material which the Client has prescribed to use; unavailability of staff (due to illness or otherwise); government measures; general transport problems; strikes; wars; terrorist attacks and internal disturbances.
- 12.3. If a force majeure situation lasts longer than three months, each of the parties has the right to dissolve the Agreement In Writing. In that case, what has already been performed on the basis of the Agreement will be settled proportionally, without the parties otherwise owing each other anything.

Article 13. Confidentiality

- 13.1. The parties will treat information that they provide to each other before, during or after the execution of the Agreement confidentially if this information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties also impose this obligation on their employees as well as on third parties engaged by them for the execution of the Agreement.
- 13.2. W Solutions will not take cognizance of data that Customer stores and/or distributes it via the systems of W Solutions, unless this is necessary for the proper execution of the Agreement or W Solutions is obliged to do so by virtue of a legal provision or court order. In that case, W Solutions will make every effort to limit the knowledge of the data as much as possible, insofar as this is within its power.
- 13.3. The obligation of confidentiality also continues after termination of the Agreement for whatever reason, and for as long as the providing party can reasonably claim the confidential nature of the information.

Article 14. Duration and cancellation

- 14.1. The duration of the Agreement is that period of time that is necessary to provide the Services. If the Agreement is a Subscription, it is entered into for a period of three months.
- 14.2. If a fixed term for the Subscription has been agreed, parties may terminate the Agreement prematurely with a notice period of 60 days.
- 14.3. In the absence of timely termination, a Subscription is tacitly renewed for a term equal to the first term.
- 14.4. W Solutions may immediately suspend or terminate the Agreement in Writing if at least one of the following special grounds applies:
- (a) Customer is in default of any material commitment;
 - (b) Client's bankruptcy has been filed;
 - (c) Customer has applied for a moratorium;

(d) Customer's business is terminated or liquidated.

- 14.5. If W Solutions suspends the fulfillment of its obligations, it will retain its rights under the law and the Agreement, including the claim to payment for the Services that have been suspended.
- 14.6. If the Agreement is terminated or dissolved, W Solutions' claims against Customer are immediately due and payable. In the event of dissolution of the Agreement, amounts already invoiced for services rendered will remain due, without any obligation to cancel. In the event of dissolution by the Customer, the Customer may only dissolve that part of the Agreement that has not yet been performed by W Solutions. If the dissolution is attributable to the Customer, W Solutions is entitled to compensation for the damage resulting directly and indirectly as a result.
- 14.7. The right to suspension in the above cases applies to all Agreements concluded with the Customer simultaneously, even if the Customer is only in default with regard to one Agreement, and without prejudice to W Solutions' right to compensation for damage, loss of profit and interest.

Article 15. Procedure after termination

- 15.1. After termination of the Agreement, as a result of cancellation or dissolution, the Customer's Account and all data stored for the Customer will be kept available for one week after the termination, so that the Customer can download the data itself. After this period, all data of Customer will be deleted, regardless of whether Customer has downloaded it or not.
- 15.2. Clearing data stored for Customer is always done using a software 'data shredder', to make the erasure irreversible. (The word "irreversible" denotes the process of erasure and does not mean that the data would no longer be present anywhere (in the world).)

Article 16. Ranking and change of conditions

- 16.1. W Solutions reserves the right to use the Services and these To change or add to the General Terms and Conditions. Changes also apply to Agreements already concluded with due observance of a term of 30 days after announcement of the change.
- 16.2. Changes will be announced on the W Solutions Website, or any other channel from which W Solutions can prove that the announcement has reached Customer. Not

substantive changes of minor importance can be made at any time and do not require notification.

- 16.3. If the Customer does not want to accept a change, the Customer must inform W Solutions of this in Writing, stating reasons, within two weeks after notification. W Solutions can then reconsider the change. If W Solutions does not subsequently withdraw the change, the Customer may terminate the Agreement until the date on which the new terms and conditions take effect.
- 16.4. Provisions relating to specific Services shall, if applicable, take precedence over general provisions applicable to all services. Further agreements between W Solutions and the Customer will only prevail over these General Terms and Conditions if they are In Writing and if this has been expressly determined, or was the unmistakable intention of both parties.

Article 17. Other provisions

- 17.1. Dutch law applies to the Agreement.
- 17.2. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court for the district in which W Solutions is established.
- 17.3. If any provision of the Agreement proves to be invalid, this will not affect the validity of the entire Agreement. In that case, the parties will determine (a) new provision(s) as a replacement, which will give shape to the intention of the original Agreement and General Terms and Conditions as much as is legally possible.
- 17.4. Information and notices, including pricing, on the W Solutions Web Site are subject to programming and typing errors. In the event of any inconsistency between the Website and the Agreement, the Agreement shall prevail.
- 17.5. The log files and other administration, whether electronic or not, of W Solutions constitute full proof of statements made by W Solutions and the version of any (electronic) communication received or stored by W Solutions is considered authentic, unless the Client provides proof to the contrary.

- 17.6. The parties will inform each other immediately in Writing of any changes in name, postal address, e-mail address, telephone number and, if requested, bank or giro number.
- 17.7. Each party is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of the other party. However, this consent is not necessary in the event of a company takeover or takeover of the majority of the shares of the relevant party.