EFFICIENTHOSTING

General terms and conditions - version from 29 December 2023

Good to know:

- A service is automatically stopped at the end of the contract period unless a payment has been received.
- A promotional rate applies for the first contract period, when you renew you will pay the normal rate.
- Cancellations must be received by Efficient Hosting no later than 1 month before the end of the contract period.
- You can simply provide notice of termination at https://clients.efficienthosting.nl.
- After completing, you instruct Efficient Hosting to deliver the service immediately.

Article 1. Definitions

1. Efficient Hosting: Efficient Hosting bv based in Amsterdam and registered with the Chamber of Commerce under file number 34175113.
2. Client: the natural or legal person who has entered into an Agreement with Efficient Hosting or to whom Efficient Hosting has made an offer to that effect.
3. General terms and conditions: this document.
4. Service: the specific service that Efficient Hosting agrees with the Client, as stated in the Agreement or offer.
5. Agreement: the agreement between Efficient Hosting and the Client pursuant to which Efficient Hosting shall perform the Service.
6. Websites: www.efficienthosting.nl and www.efficienthosting.eu
7. Domain name supplier: an Issuing Authority or Registrar, which as a supplier for Efficient Hosting provides domain names under one or more specific domain name extensions on behalf of the Client.
8. Issuing Authority: organisation listed with IANA as Sponsoring Organisation for one or more specific extensions and as such authorised to register domain names with those extensions. For all domain names with the extension(s) assigned to the Issuing Authority, the Issuing Authority manages the central database and zone, using which domain names can be used.
9. Registrar: an organisation authorised by an Issuing Authority to register or modify domain names directly in the central database.
10. Extension: the suffix (suffix) of a domain name after the first dot, such as '.nl' in efficienthosting.nl.
11. Domain name holder: the holder of a domain name according to the Issuing Authority.

Article 2. Quotation, offer and acceptance

1. Efficient Hosting shall make an offer indicating what is included in the Service and the amount due upon acceptance. Only the description of the Service specified in the offer is binding. It is also possible for the Client to use the electronic ordering process on the Website in order to purchase the Service. The amount that shall be due is also indicated on the Website, and in this respect, the description of the Service indicated on the Website is also binding.
2. An offer is non-binding and valid until 30 days after Efficient Hosting has sent it, unless otherwise stated in the offer.
3. If information provided by the Client proves to be incorrect, Efficient Hosting is entitled to adjust the prices accordingly.

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4. The Agreement shall at all times be subject to these General Terms and Conditions, unless expressly agreed otherwise in writing. In addition to the General Terms and Conditions, additional terms and conditions may apply to specific products and/or services. Efficient Hosting makes these terms and conditions available before or during the conclusion of the Agreement, in principle by means of a direct hyperlink.
5. Provisions or conditions set by the Client which deviate from, or do not appear in, these General Terms and Conditions are binding on Efficient Hosting only if and insofar as Efficient Hosting has expressly accepted them in writing.
6. After acceptance, the Agreement may only be amended by mutual consent.
7. The Agreement runs from the moment notification of acceptance by the Client is received by Efficient Hosting.

Article 3. Implementation of the Service

1. After the establishment of the Agreement, Efficient Hosting shall perform the Service as soon as possible in accordance with the offer, electronic order or order by letter or fax.
2. To the extent not otherwise agreed in writing, Efficient Hosting guarantees that the Service shall be performed to the best of its ability under application of sufficient care and craftsmanship.
3. If and to the extent required for the proper execution of the Service, Efficient Hosting is entitled to have certain activities performed by third parties. Any related additional costs shall be borne by the Client, unless otherwise agreed.
4. The Client is obliged to do and refrain from doing everything that is reasonably necessary and desirable to enable the timely and correct performance of the Service. In particular, the Client shall ensure that all data, which Efficient Hosting indicates are necessary or which the Client should reasonably understand are necessary for the performance of the Service, are provided to Efficient Hosting in a timely manner.
5. Efficient Hosting is not permitted to independently make changes to the material provided by the Client without the prior consent of the Client, with the exception of changes which Efficient Hosting deems necessary for the proper performance of the Service and which do not change the essential content of the material.
6. If such is part of the Service, Efficient Hosting shall provide the Client with an administrative username and password. With this data, the Client has access to an administrative account and a management tool that allows the Client, at its own discretion, to manage delivery of the Service and to manage accounts for individual users and to set the options and restrictions for these individual users of the Service, all within the limits specified in the Agreement.
7. Any action performed through the administrative account or an account of an individual user is deemed to be done under the responsibility and risk of the Client. Efficient Hosting cannot therefore be held liable for this. In case of suspected abuse of an account, the Client must report this to Efficient Hosting as soon as possible so that Efficient Hosting can take measures.
8. Terms of delivery specified by Efficient Hosting are always indicative in nature, unless it is explicitly stated in writing that a deadline is involved. Efficient Hosting is, even in the case of an agreed deadline, only in default after the Client has given it written notice of default.
9. Exceeding agreed delivery times for whatever reason shall not entitle to compensation, unless otherwise agreed in writing.
10. Efficient Hosting has the right to put delivered products and services (temporarily) out of use and/or limit their use, or not deliver or only deliver to a limited extent, if the Client fails to fulfil an obligation to Efficient Hosting in relation to the Agreement or acts in breach of these terms and conditions.

Article 4. Prices

1. All prices are exclusive of value added tax (VAT) and other government levies, unless

stated otherwise.

2. All prices on Efficient Hosting's website, offers, leaflets and other documentation are subject to programming and typing errors. No liability is accepted for the consequences of such errors.
3. If the Agreement is a continuing agreement, Efficient Hosting is entitled to increase the rates charged at any time. Efficient Hosting shall notify the Client of rate changes for this purpose, via website or email, at least 2 (two) months in advance. The Client has the right to terminate the Agreement in the event of a price increase, subject to 1 month's notice.
4. Without the possibility of cancellation by the Client, being a company, Efficient Hosting is entitled to increase all prices agreed with the Client by 4% each year on 1 January.
5. All costs arising for Efficient Hosting from the Agreement shall be borne by the Client, unless otherwise agreed.

Article 5. Hosting and related services

1. If the Service (also) includes services relating to storage and/or forwarding of material provided by the Client to third parties, such as in the case of web hosting or e-mail services, the provisions of this article also apply.
2. The Client shall not publish or offer any information via (the servers of) Efficient Hosting that is in violation of Dutch law. This includes, in particular, but not limited to, information provided without the consent of the copyright holder(s), information that is defamatory, threatening, abusive, racist, hateful or discriminatory, information containing child pornography and information that violates the privacy of third parties or constitutes a form of stalking, as well as hyperlinks, torrents or other references to such information on third-party websites anywhere in the world (even if the information would be legal in the relevant jurisdiction).
3. Efficient Hosting operates a complaints procedure through which third parties (hereinafter: reporters) can file a complaint that, in their opinion, such a violation has occurred. If a complaint is justified in Efficient Hosting's opinion, Efficient Hosting is entitled to remove or make inaccessible the material. In that case, Efficient Hosting is also entitled to provide personal data of the Client to a reporter or the competent authorities. Efficient Hosting shall inform the Client of the course of this procedure.
4. If potentially criminal information is involved, Efficient Hosting is entitled to report this. In doing so, Efficient Hosting may hand over all relevant information about the Client and the information to the competent authorities and perform any other acts that these authorities request Efficient Hosting to perform as part of the investigation.
5. In the event of repeated (justified) complaints about the information offered by the Client, Efficient Hosting is entitled to dissolve and/or terminate the Agreement.
6. The Client indemnifies Efficient Hosting for all damages resulting from the above. Efficient Hosting is not liable for any damage suffered by the Client as a result of Efficient Hosting's intervention as part of the complaint procedure, even if the complaint turns out to be unjustified and the information is not contrary to Dutch law.
7. The Client shall refrain from obstructing other Clients or internet users or causing damage to the servers. The Client is prohibited from starting up processes or programmes, whether or not via the server, of which the Client knows or can reasonably suspect that this hinders or damages Efficient Hosting, other Clients or internet users. Efficient Hosting shall notify the Client of any measures taken.
8. The Client shall comply with the generally accepted rules of conduct on the internet as set out in RFC1855 (ftp://ftp.ripe.net/rfc/rfc1855.txt) and future amendments thereto.
9. Without Efficient Hosting's consent, the Client is prohibited from transferring the username or usernames and password or passwords provided by Efficient Hosting to third parties.
10. Efficient Hosting may set a maximum amount of storage space or data traffic per month that the Client may use under the Service. If this maximum is exceeded, Efficient Hosting is authorised to charge an additional amount in accordance with the amounts for additional data

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traffic stated on the Website. No liability exists for consequences of inability to send, receive, store or modify data if an agreed limit for storage space or data traffic has been reached.

11. The Client hereby grants Efficient Hosting an unrestricted licence to distribute, store, transmit or copy all materials distributed by the Client through Efficient Hosting's systems in any manner deemed appropriate by Efficient Hosting, but only to the extent reasonably necessary for Efficient Hosting's performance of the Agreement.

12. In addition to the obligations under the law, damage resulting from incompetence or failure to act in accordance with the above points shall be borne by the Client.

Article 6. Domain names and IP addresses

1. If the Service (also) includes Efficient Hosting acting as an intermediary for the Client in obtaining a domain name and/or IP address, the provisions of this article also apply.

2. Application, assignment and possible use of a domain name and/or IP address depend on and are subject to the applicable rules and procedures of the relevant Domain name suppliers, including Stichting Internet Domeinregistratie Nederland and RIPE. The relevant authority decides on the allocation of a domain name and/or IP address. Efficient Hosting only plays a mediating role in the application and does not guarantee that an application shall be honoured.

3. The Client can only learn the fact of registration from Efficient Hosting's e-mail confirmation stating that the requested domain name has been registered. An invoice for registration fees is not confirmation of registration.

4. The Client indemnifies and holds Efficient Hosting harmless for all damages related to (the use of) a domain name on behalf of or by the Client.

5. Efficient Hosting is not liable for the loss by the Client of its right(s) to a domain name or for the fact that the domain name is applied for and/or acquired by a third party in the interim, except in the event of wilful intent or gross negligence by Efficient Hosting.

6. If Efficient Hosting registers a domain name in its name on behalf of the Client, Efficient Hosting shall cooperate with requests by the Client to transfer, change the holder or terminate this domain name.

7. The domain name holder and the Client are deemed to be the same (legal) person. If the Client and domain name holder are different (legal) persons, then the provisions of this paragraph also apply, unless the domain name holder is Efficient Hosting or a local contact of Efficient Hosting on behalf of the Client: • The Client undertakes to inform the registrant about and conform with Article 6(8), which applies to the Client. • The Client remains responsible for compliance with all other provisions of the Agreement.

8. The Client must comply with all registration conditions, provisions and (dispute) regulations set by Domain name suppliers for application, assignment or use of a domain name and/or the IP address. The Client is referred to domain name conditions belonging to the relevant extension on a summary page: https://www.efficienthosting.nl/domeinnaam-voorwaarden. The domain name terms and conditions form part of the Agreement.

9. Efficient Hosting has the right to make the domain name and/or IP address inaccessible or unusable, or to place it (or have it placed) in its own name if the Client is demonstrably in default with regard to fulfilment of the Agreement, but only for the duration that the Client is in default and only after expiry of a reasonable period for fulfilment set in a written notice of default.

10. In the event of dissolution of the Agreement for breach of contract by the Client, Efficient Hosting is entitled to terminate the domain name and/or IP address.

11. The Client takes note of Efficient Hosting's privacy policy (https://www.efficienthosting.nl/privacy) and agrees to the processing of personal data for domain names as described in the privacy policy.

12. If at the request of the Client, data from the WHOIS is shielded or hidden, this does not mean that Efficient Hosting shall no longer be able to provide (name and address) data to the competent authorities. If Efficient Hosting is under a legal obligation to provide data to relevant authorities, Efficient Hosting shall comply with this obligation at all times.

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Article 7. Availability of the Service

1. Efficient Hosting shall make efforts to achieve uninterrupted availability of its systems and networks, and to realise access to data stored by Efficient Hosting, but offers no guarantees in this regard unless otherwise agreed in the offer or the electronic order procedure by means of a Service Level Agreement (SLA) designated as such. To the extent not otherwise provided in such SLA, the provisions of this article shall apply to availability.
2. Efficient Hosting shall not make backup copies (backups) available to the Client unless the Client has purchased an additional SLA for this purpose. It is therefore the responsibility of the Client to make backup copies of the data stored at Efficient Hosting.
3. Efficient Hosting shall endeavour to keep the software it uses up-to-date. However, Efficient Hosting is dependent on its supplier(s) in this regard. Efficient Hosting is entitled not to install certain updates or patches if, in its opinion, this shall not benefit correct delivery of the Service.
4. Efficient Hosting shall endeavour to ensure that the Client can use the networks directly or indirectly connected to Efficient Hosting's network. However, Efficient Hosting cannot guarantee the availability of these networks at any time.
5. If, in the opinion of Efficient Hosting, there is a danger to the functioning of Efficient Hosting's computer systems or network or third parties and/or to the provision of services via a network, in particular due to excessive sending of e-mail or other data, poorly secured systems or activities of viruses, Trojans and similar software, Efficient Hosting is entitled to take all measures which it reasonably considers necessary to avert or prevent this danger.

Article 8. Liability

1. Efficient Hosting's liability for direct damage suffered by the Client as a result of an attributable failure by Efficient Hosting to fulfil its obligations under this Agreement, or as a result of an unlawful act by Efficient Hosting, its employees or third parties engaged by it, is limited per event or a series of related events to an amount equal to the fees owed by the Client under this Agreement per year (excluding VAT). In no case, however, shall the total compensation for direct damage exceed EUR 500 (excluding VAT).
2. Efficient Hosting's liability for indirect damages, including consequential damages, lost profits, missed savings, loss of (business) data and damages due to business stagnation, is excluded.
3. Outside the cases mentioned in Article 8 (1), Efficient Hosting is not liable for any damages, regardless of the ground on which an action for damages would be based. However, the maximum amounts mentioned in Article 8 (1) shall lapse if and to the extent that the damage is the result of intent or gross negligence on the part of Efficient Hosting's management staff.
4. Efficient Hosting's liability for attributable failure in the fulfilment of the Agreement shall arise only if the Client gives Efficient Hosting immediate and proper notice of default in writing, setting a reasonable deadline for remedying the failure, and Efficient Hosting continues to fail imputably in the fulfilment of its obligations even after that deadline. The notice of default must contain as detailed a description as possible of the shortcoming, so that Efficient Hosting is able to respond adequately.
5. Efficient Hosting is never liable for damage caused by force majeure.
6. A condition for the creation of any right to compensation is always that the Client reports the damage to Efficient Hosting in writing within 30 days of its occurrence.
7. The Client shall indemnify Efficient Hosting against all third-party claims due to liability as a result of a defect in the Service provided by the Client to a third party that consisted in part of items, materials or results provided by Efficient Hosting.

Article 9. Failures and force majeure

1. Efficient Hosting is entitled to put its systems, including the Website, or parts thereof out of

operation temporarily for the purpose of maintenance, adaptation or improvement thereof. Efficient Hosting shall endeavour to have such an outage take place as much as possible outside office hours and make every effort to inform the Client of the planned outage in a timely manner. However, Efficient Hosting shall never be liable for compensation for damages in connection with such decommissioning.

2. Efficient Hosting has the right to modify its systems, including the Website, or portions thereof from time to time to improve functionality and to correct errors. If a modification leads to a significant change in functionality, Efficient Hosting shall endeavour to notify the Client. In the case of adjustments relevant to multiple clients, it is not possible to waive a particular adjustment only for Client. Efficient Hosting is not liable for any compensation for damage caused by such an adaptation.

3. Efficient Hosting shall endeavour to inform the Client of the nature and expected duration of the interruption in the event of the Service being unavailable, due to breakdowns, maintenance or other causes.

4. In the event of force majeure, which in any case includes failures or breakdowns of the internet, telecommunications infrastructure, syn flood, network attack, DoS or DDoS attacks, power failures, domestic unrest, mobilisation, war, traffic congestion, strikes, lockouts, operational failures, supply congestion, fire, flooding, import and export restrictions and in the event that Efficient Hosting is prevented by its own suppliers from delivering, for which reason Efficient Hosting cannot reasonably be expected to meet the Agreement, regardless of the reason, are unable to deliver, as a result of which fulfilment of the Agreement cannot reasonably be required of Efficient Hosting, fulfilment of the Agreement shall be suspended or the Agreement shall be terminated if the force majeure situation has lasted longer than ninety days, all without any obligation to pay damages.

Article 10. Duration and termination

1. If the Service extends to the periodic provision of services for a certain period of time, the Agreement shall be deemed to have been entered into for the minimum period indicated for each service. If this minimum period has expired without a party having expressed the wish to terminate at least one (1) month before the end date of the contract, the Agreement shall be automatically extended by the period specified for each service. If the Client is a natural person not acting in the exercise of a profession or business and the Client has not expressed the wish to terminate before the expiry of the minimum term, the Agreement shall be automatically converted to an indefinite term, subject to a notice period of one month.

2. If the Client is a natural person not acting in the exercise of a profession or business, the Client may cancel on any day after tacit renewal. The termination shall take effect one month after receipt of the notice. 'One month's' notice means no later than the day with the same number in the following month.

3. Upon cancellation, termination or dissolution for any reason whatsoever, Efficient Hosting is entitled to immediately delete or make inaccessible all stored data and terminate all accounts of the Client. Efficient Hosting is not obliged in that case to provide the Client with a copy of this data.

4. The Client may communicate a termination through the same channel through which the Agreement was entered into. The Client may also terminate via https://clients.efficienthosting.nl and in writing. As some channels are susceptible to abuse and identity theft, Efficient Hosting may, in the interest of the Client, take measures to reduce the risk of such abuse. For security reasons, Efficient Hosting asks that you log in to https://clients.efficienthosting.nl at all times and cancel the service from there.

5. If the Client is a natural person not acting in the pursuit of a profession or business, the Client has the right, without giving reasons, to terminate the Agreement within fourteen days of its formation, unless Efficient Hosting has already started executing the Agreement with the consent of the Client within this period. Services excluded from the 14-day reflection period are listed including the reason at: https://www.efficienthosting.nl/geldteruggarantie.

6. If the Client fails to comply with any of its obligations under the Agreement, Efficient Hosting

has the right to terminate all Agreements concluded with the Client concerned without notice of default or judicial intervention being required and without prejudice to Efficient Hosting's right to compensation for damages, lost profits and interest.

Article 11. Payment terms

1. The Client's payment obligation starts from the moment the Agreement is concluded. Payment relates to the period starting on the day of actual provision of Efficient Hosting's products and services.
2. Efficient Hosting shall send an invoice to the Client for the amount owed by the Client. The payment term of this invoice is 14 days from the date of the invoice, unless otherwise indicated on the invoice or otherwise agreed in the Agreement.
3. Client agrees to electronic invoicing by Efficient Hosting.
4. Contrary to the previous clause, Efficient Hosting is not obliged to send an invoice if the Agreement is a continuing agreement. The Client shall pay Efficient Hosting the amount due for that term on a monthly basis or another agreed term in advance.
5. The costs due shall be charged in advance, depending on the term for which the Agreement was entered into, and must be paid in advance, otherwise Efficient Hosting reserves the right to (temporarily) shut down the services.
6. If the Client has not paid on time, this shall be communicated to the Client, setting a further deadline for payment. If no payment is made within that period either, the Client shall be in default without further notice of default. The Client shall then owe the statutory interest as referred to in Section 6: 119a and 6: 120 of the Dutch Civil Code (statutory commercial interest). If the Client is a natural person, not acting in the exercise of a profession or business, they shall then owe the statutory interest as referred to in Section 6: 119 of the Dutch Civil Code.
7. If amounts due cannot be collected or are not received due to the fault of the Client, Efficient Hosting shall in any case charge €5 due to administration costs. The aforementioned administration costs shall be increased to a maximum of 25 euros if the Client remains negligent in paying Efficient Hosting's claim and Efficient Hosting is forced to hand over its claim. In the latter case, the Client is also obliged to pay reasonable compensation for extrajudicial costs, including all costs referred to in Section 6: 96 of the Dutch Civil Code.
8. If Efficient Hosting had to incur additional costs (other than those mentioned above) to achieve collection of the amount due, these shall be recovered from the Client.
9. If the Client is of the opinion that the costs charged are incorrect, the Client may notify Efficient Hosting of the objections within two weeks of the invoice date. Upon receipt of the objection, Efficient Hosting shall investigate the correctness of the invoice amount.
10. The claim for payment shall be immediately due and payable in the event that the Client is declared bankrupt, applies for a suspension of payments or a general attachment is levied on the Client's assets, the Client dies and furthermore, if the Client goes into liquidation or is dissolved.
11. In the above cases, Efficient Hosting is furthermore entitled to terminate or suspend performance of the Agreement or any unperformed part thereof without notice of default or judicial intervention, without entitlement to compensation of damages for the Client that may arise as a result.

Article 12. Intellectual property rights

1. All intellectual property rights to all materials, software, analyses, designs, documentation, advice, reports, offers, as well as preparatory material thereof, developed or made available in the context of the Service, belong exclusively to Efficient Hosting or its licensors.
2. The Client shall only acquire the rights of use and powers arising from the scope of the Agreement or granted in writing, and otherwise the Client shall not reproduce or disclose the software or other materials.
3. The Client is not allowed to remove or change any indication concerning copyrights, brands,

trade names or other intellectual property rights from the materials, including indications concerning the confidential nature and secrecy of the materials.

4. Efficient Hosting is permitted to take technical measures to protect the materials. If Efficient Hosting has secured the materials through technical protection, the Client is not permitted to remove or circumvent such security.

5. Any use, reproduction or disclosure of the materials beyond the scope of the Agreement or rights of use granted shall be considered a copyright infringement. The Client shall pay Efficient Hosting an immediately due and payable penalty, not subject to judicial mitigation, of €2,000 per infringing act, without prejudice to Efficient Hosting's right to be compensated for its damages due to the infringement or to be allowed to take other legal measures in order to have the infringement terminated.

Article 13. Confidentiality

1. The parties shall keep confidential any information they provide to each other before, during or after the performance of the Agreement if such 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 shall also impose this obligation on their employees as well as third parties engaged by them for the performance of the Agreement.

2. Efficient Hosting shall not take cognisance of data that the Client stores and/or distributes through Efficient Hosting's systems, unless this is necessary for proper performance of the Agreement or Efficient Hosting is required to do so under a statutory provision or court order. In such a case, Efficient Hosting shall make every effort to limit knowledge of the data as much as possible, as far as this is within its power.

Article 14. Amendments to the General Terms and Conditions

1. Efficient Hosting reserves the right to amend or supplement these terms and conditions.

2. Changes also apply to agreements already concluded subject to a period of 30 days after the change is announced on Efficient Hosting's website or by electronic notification. Changes of minor importance can be made at any time.

3. If the Client does not wish to accept a change in these terms and conditions, it may terminate the Agreement by the date on which the new terms and conditions come into force.

Article 15. Final provisions

1. This Agreement is governed by Dutch law.

2. Unless otherwise prescribed by the rules of mandatory law, all disputes that may arise as a result of this Agreement shall be submitted to the competent Dutch court in Amsterdam.

3. If any provision of this Agreement is found to be invalid, this shall not affect the validity of the entire Agreement. In that case, the parties shall adopt (a) new provision(s) as a replacement, which shall reflect the intention of the original Agreement and General Terms and Conditions as far as legally possible.

4. In these conditions, "in writing" includes e-mail and communication by fax, provided that the identity and integrity of the e-mail or fax is sufficiently established.

5. The version received or stored by Efficient Hosting of any communication, or measurement made (monitoring), is deemed authentic, subject to proof to the contrary to be provided by the Client.

6. The parties shall always inform each other without delay of any changes in name, postal address, e-mail address, telephone number and, if requested, bank or giro number. The Client must make these changes via https://clients.efficienthosting.nl. If the Client is demonstrably in default and can no longer be reached under any of the contact details last provided, Efficient Hosting has the right

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to terminate paid services at the end of the contract term and to terminate unpaid services immediately.

7. Each Party shall only be entitled to assign its rights and obligations under the Agreement to a third party with the prior written consent of the other Party.
8. The General Terms and Conditions are drawn up in Dutch and English. The Dutch text is binding in case of any difference in content or tenor.