

General conditions

Artikel 1. Definitions

- 1.1. For the purpose of these general conditions, the terms below are used in the sense that follows, unless expressly otherwise stated or apparent from the context:
- a. ITO Europe: the user of these conditions: ITO Europe, having its registered offices at Illegiteitslaan 68 te Groningen, filed at the Chamber of Commerce under number 76936643;
 - b. client: the natural or legal person with whom ITO Europe concludes an agreement;
 - c. agreement: the agreement formed between ITO Europe and the client;
 - d. domain name: the domain name that ITO Europe registers on the client's instructions or for which an application for registration has been submitted;
 - e. registering authority: the authority responsible for the registration of the domain name.

Artikel 2. General

- 2.1. These general conditions are applicable to all agreements between ITO Europe and the client.
- 2.2. Derogations from these general conditions are only valid if explicitly agreed in writing or by email.
- 2.3. These general conditions are also applicable to all agreements with ITO Europe for which third parties are engaged.
- 2.4. The applicability of any purchasing or other conditions of the client is expressly rejected.
- 2.5. In the event of any provision of these general conditions proving to be invalid or being annulled, the remaining provisions of these general conditions will remain fully applicable. In that case ITO Europe and the client will enter into consultation with a view to making agreement on the substitution of the invalid or annulled provisions with new ones that approach as closely as possible the purport and the tenor of the original ones.

Artikel 3. Offers and quotations

- 3.1. All offers and quotations are subject to contract.
- 3.2. Offers and quotations do not automatically apply to future orders.
- 3.3. Evident errors or mistakes on the website or in agreements are not binding to ITO Europe.

Artikel 4. Formation of the agreement

- 4.1. The agreement will be formed as soon as the client accepts the offer of ITO Europe verbally, by email or in writing.
- 4.2. Once the agreement has been concluded it is no longer possible to cancel the placed order.

Artikel 5. Performance of the agreement

- 5.1. ITO Europe will apply for the domain name on the client's instructions. ITO Europe will register the domain in the name indicated by the client. The client, and not ITO Europe will become the domain name holder; the client thus has the right to use the domain name.
- 5.2. ITO Europe is not in any way responsible for how the registering authority meets its obligations to the client. When registering the domain name ITO Europe acts merely as an intermediary between the client and the registering authority.
- 5.3. The application for and use of the domain name is subject to the additional conditions and regulations of the registering authority. The registering authority decides on the application. An application may be turned down, for example, if the domain name is no longer available or fails to meet the technical requirements set by the registering authority. ITO Europe cannot under any circumstances be held responsible for the registering authority failing to accept the registration. ITO Europe does not guarantee that the application will be approved. The information about availability that ITO Europe issues to the client is indicative and no rights can be derived from it.
- 5.4. If the domain name is no longer available when ITO Europe submits the application to the registering authority but was available when the client placed the order with ITO Europe cannot be held liable in any way for the inability to register the domain name.

- 5.5. ITO Europe links the domain name to the currently existing website of the client.
- 5.6. ITO Europe does not arrange the hosting of the domain.
- 5.7. The client will be informed by email when the domain name has been successfully registered and linked to the client's current website.

Artikel 6. Turnaround time

- 6.1. The turnaround time indicated by ITO Europe cannot be regarded as a firm deadline on forfeiture of rights.
- 6.2. In the event of ITO Europe exceeding a turnaround time agreed with the client as a result of an occurrence that is factually beyond its control and cannot be ascribed to its acts or omissions, as specified in article 15 of these general conditions, this turnaround time will automatically be extended by the period by which it is exceeded as a result of that occurrence.
- 6.3. Exceeding the turnaround time will not under any circumstances entitle the client to any compensation for damages, to dissolve the agreement or to take any other action against ITO Europe. The above does not apply in the event of intentional act or omission or wilful recklessness on the part of ITO Europe.

Artikel 7. The client's obligations

- 7.1. The client will ensure that all information that ITO Europe indicates is required or which the client could reasonably be expected to understand is required to execute the contract is issued in a timely manner to ITO Europe.
- 7.2. The client will refrain from behaviours that preclude ITO Europe's ability to properly perform the agreement.
- 7.3. The registration will be made in the client's name. This implies that the client is fully responsible for the use of the domain and the domain name.
- 7.4. On registration of the domain name the client agrees to the additional conditions of the registering authority. The client shall act in conformity with the additional conditions and the regulations of the registering authority. If the client fails to act in conformity with the additional conditions or regulations of the registering authority, ITO Europe cannot under any circumstances be held liable for the implications of this, such as the cancellation of the registration.
- 7.5. The client is responsible for the hosting of the domain.
- 7.6. The client guarantees that the registration of the domain name does not infringe the rights of third parties, such as intellectual property rights of third parties.
- 7.7. The client indemnifies ITO Europe against any claims brought by third parties that suffer losses in connection with the performance of the agreement and which are imputable to the client.
- 7.8. If the client changes his address or his invoicing address, the client shall inform ITO Europe of his new address as soon as possible beforehand, in writing or by email. If the client fails to meet his obligations to ITO Europe or to meet them on time or in full or acts unlawfully towards ITO Europe, the client will be held liable for all losses thus suffered by ITO Europe.
- 7.9.

Artikel 8. Prices and costs

- 8.1. If the client wishes to change the name of the domain registration, extra costs may be charged to the client for this purpose.
- 8.2. Stated prices and rates do not include VAT.

Artikel 9. Invoicing and payment

- 9.1. The invoice will be sent once the registration procedure has been completed. The invoice will be sent to the client by email.
- 9.2. The client shall pay the invoices received from ITO Europe within 14 days of the invoice date.
- 9.3. If the invoice amount is not paid within 14 days, ITO Europe will send the client a reminder. If the client fails to pay the invoice amount within the period of time stated in the reminder, ITO Europe will send the client a demand for payment and will charge the client € 25 euros as an administration fee. The client will be liable for the payment of statutory commercial interest to ITO Europe from the point at which the client fails to meet his payment obligation to the point at which the outstanding invoice amount is paid in

full. In addition, all judicial and extrajudicial collection costs incurred after the client is deemed to be in default will be borne by the client. The extrajudicial costs are set at 15% of the principal amount, with a minimum of €100.

- 9.4. Payments made by the client shall at all times extend first to settlement of all payable interest and costs and subsequently to invoices due and payable which have been outstanding for the longest period of time, even if the client stipulates a different order of payment.
- 9.5. In the event of liquidation, bankruptcy, an attachment or suspension of payment on the part of the client, the amounts owed by the client to ITO Europe will be immediately due and payable.
- 9.6. If the client fails to pay the invoice on time and to comply with the demand for payment, ITO Europe shall have the right to cancel the domain registration or to register the domain name in its own name.

Artikel 10. Duration

- 10.1. The registration has a duration of one year. If the client wishes to extend the registration, the client must pay the invoice for the next year of registration on time. This invoice will be sent to the client prior to the end of the year by email. If the client fails to pay this invoice on time, ITO Europe will assume that the client does not wish to extend the registration. In that case ITO Europe will notify the registering authority of the cancellation of the registration. Once the registration has been cancelled, third parties can register the domain name.

Artikel 11. Intellectual property rights

- 11.1. The client indemnifies ITO Europe against claims of third parties with regard to intellectual property rights to materials or information provided by the client and used in the execution of the agreement. ITO Europe cannot under any circumstances be held liable for the registration of the domain name infringing the intellectual property rights of third parties. The client indemnifies ITO Europe against all claims of third parties in connection with the use of the domain name.
- 11.2. The order does not include conducting an investigation into the existence of copyrights or trademark rights of third parties to the domain name. The same applies to investigations into the possibility of such forms of protection for the client.

Artikel 12. Complaints and limitation period

- 12.1. Complaints about the services provided must be reported by the client directly to ITO Europe. The notice of default should contain a description of the non-compliance in as much detail as possible so that ITO Europe is able to put forward an adequate response.
- 12.2. Once the complaint has been submitted the client will give ITO Europe the opportunity to look into whether it is well-founded and, if necessary, another opportunity to carry out the agreed work.
- 12.3. If it is no longer possible or meaningful to carry out the work, ITO Europe will only be held liable within the limits defined in article 14 of these general conditions.
- 12.4. All claims against ITO Europe not submitted in writing to ITO Europe within 1 year of the issue arising will be time-barred.

Artikel 13. Dissolution and suspension

- 13.1. ITO Europe is authorised to suspend compliance with its obligations or to dissolve the contract if:
 - a. after entering into the agreement, ITO Europe becomes aware of circumstances that it good grounds to presume give that the client will not meet his obligations;
 - b. if the client has been granted a provisional or a definitive moratorium;
 - c. if the client is declared bankrupt;
 - d. if the client is declared subject to a statutory debt rescheduling arrangement;
 - e. if the client's business is liquidated or terminated other than for the purpose of reconstruction or a merger of companies.
- 13.2. If the agreement is dissolved, ITO Europe's claims against the client will become immediately due and payable. If ITO Europe suspends compliance with its obligations, it will retain its claims by law and under the contract.

- 13.3.** ITO Europe cannot be held liable for any losses suffered by the client as a result of ITO Europe prematurely dissolving the agreement or suspending its performance of the agreement.

Artikel 14. Liability

- 14.1.** ITO Europe cannot be obliged to pay compensation for any losses that have been directly or indirectly caused by:
- a.** an occurrence that is factually beyond its control and therefore cannot be imputed to its acts or omissions, as specified in article 15 of these general conditions;
 - b.** any act or omission of the client, his subordinates, or other persons employed by or on behalf of the client.
- 14.2.** ITO Europe cannot be held liable for losses of any nature whatsoever by ITO Europe working on the basis of incorrect and/or incomplete information provided by the client.
- 14.3.** ITO Europe depends on the services or networks of third parties to perform the agreement. ITO Europe cannot be held liable for losses of any nature whatsoever caused by the services or networks of third parties, including faults in their networks or infrastructure.
- 14.4.** ITO Europe cannot under any circumstances be held liable for the client's loss of his rights to the domain name, for the domain name previously having been applied for by a third party or for claims of third parties regarding the domain name.
- 14.5.** ITO Europe cannot be held liable for losses caused by the client failing to meet his obligations under the agreement, these general conditions or the law, or doing so on time or in full.
- 14.6.** ITO Europe cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation.
- 14.7.** If ITO Europe is none the less held liable for any losses, the liability of ITO Europe will be limited to the amount paid out by the insurer of ITO Europe. If the insurer decides not to pay out or the loss is not covered by the insurance, the liability of ITO Europe will be limited to a maximum of the invoice amount.

Artikel 15. Force majeure

- 15.1.** Force majeure on the part of ITO Europe will be deemed to have arisen if ITO Europe is prevented from meeting its contractual obligations or the preparation thereof as a result of: war, threat of war, riot, revolution, act of war, fire, water damage, flooding, governmental measures, defective materials (including computers and other telecommunication resources), non-availability of materials (including computers and other telecommunication resources).
- 15.2.** Force majeure is also defined as a non-compliance on the part of The ITO Europe's suppliers, as a result of which ITO Europe is unable to meet its obligations or meet them on time or in full.

Artikel 16. Confidentiality and personal data

- 16.1.** Both parties are obliged to protect the confidentiality of all confidential information that comes to their notice in the context of the contract from each other or from other sources. The information is considered confidential if the other party has communicated that it must be treated confidentially or if the confidential nature of the information is self-evident. The party receiving confidential information shall use it exclusively for the purpose for which it was provided.
- 16.2.** The client is aware that a public record of his personal data is made when the domain name is registered.
- 16.3.** ITO Europe processes personal data in accordance with the Dutch Personal Data Protection Act (Wpb). ITO Europe will not disclose confidential information about the client to third parties unless one of the exceptions provided for in article 16.4 applies.
- 16.4.** ITO Europe is authorised to disclose personal data to a third party in the following cases:
- a.** if the data subject has given explicit consent for this to be done;
 - b.** in the context of a statutory regulation or legal proceedings;
 - c.** to protect the rights or property of ITO Europe;

- d. to prevent a criminal offence from being committed or to protect state security;
- e. in the event of a suspicion of fraud or other illegal activities;
- f. if necessary to ITO Europe's ability to perform the agreement, see also article 16.2.

16.5. If under any statutory provision or pursuant to any legal ruling ITO Europe is obliged to issue confidential information to third parties designated by the law or the competent court, and ITO Europe is unable to invoke a right of exemption provided for by law or recognised or allowed by the competent court, ITO Europe is not obliged to pay any compensation for damages and the client will not have the right to dissolve the contract on the ground of any damages thus caused.

Artikel 17. Applicable law and court with competent jurisdiction

17.1. All agreements between ITO Europe and the client shall be governed by Dutch law.

17.2. All disputes concerning the agreements between the client and ITO Europe shall be referred to the competent court in the district in which ITO Europe has its registered offices.