

## **SUPPLEMENTARY CONDITIONS (SHARED) HOSTING Jet-Stream BV**

### **ARTICLE 1 DEFINITIONS**

- 1.1 Account: the customer-name that provides the customer access to the system of Jet-Stream BV.
- 1.2 Account details: the details assembled and retained by Jet-Stream BV as to send bills to the customer, including, when this applies to the billing and, as far as is possible, expenditure details concerning data traffic.
- 1.3 Fair use: the reasonable use by the customer of data traffic, disk space and/ or load on the system, to be further specified in additional conditions for services this applies to.
- 1.4 Instructions: software and customer documentation provided for the customer by Jet-Stream BV for the duration of the agreement for the benefit of access to the system.
- 1.5 Customer: the party that has entered an agreement with Jet-Stream BV
- 1.6 Netiquette: the generally accepted rules of conduct on the internet as have been laid down in RFC 1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and future adaptations of this.
- 1.7 Agreement: the agreement between Jet-Stream BV and a customer on the grounds of which Jet-Stream performs services for the customer
- 1.8 Disk space: storage space that Jet-Stream puts at the disposal of a customer.
- 1.9 System: computer and computer related equipment with which Jet-Stream BV provides hosting services
- 1.10 Traffic data: the details generated by the customer on the systems of Jet-Stream BV by using Jet-Streams's services
- 1.11 Jet-Stream BV: Jet-Stream BV, De Savornin Lohmanlaan 9, 9722 HB Groningen, The Netherlands.
- 1.12 Jet-Stream BV Services: the services or assignments provided for and performed by Jet-Stream BV on behalf of the customers

### **ARTICLE 2 GENERAL**

- 2.1 These conditions apply to every hosting offer and agreement between Jet-Stream BV and a customer; insofar parties have not explicitly deviated from these conditions in writing
- 2.2. All offers made by Jet-Stream are free of obligations. An agreement is reached when a completed and signed agreement, sent to an aspirant customer, is returned to Jet-Stream BV. After the customer has accepted the offer, immediate revocation by Jet-Stream BV is possible. When revocation takes place, an agreement will not be effected, and Jet-Stream BV is obliged to pay back all Jet-Stream BV has already received from the customer. Jet-Stream can deny an aspirant customer for any reason of her own.
- 2.3 Jet-Stream BV is authorized to alter these conditions at any time. Alterations will come into force one month after being announced in the manner as is intended in art. 12.2.
- 2.4 Jet-Stream's general terms of delivery, composed by FENIT, shelved by the registry of the district court in The Hague on June 3<sup>rd</sup> 2003, under number 60/2003, apply.

### **ARTICLE 3 OBLIGATIONS OF Jet-Stream BV**

3.1 Jet-Stream BV makes every effort as a good service provider to bear responsibility for: connecting the customer with the system for the Jet-Stream service(s) as stated in the agreement; the security of saved data.

3.2 However, Jet-Stream BV can not guarantee unobstructed access to the system and the internet, or that Jet-Stream BV's services can be used at all times.

3.3 Jet-Stream BV withholds from looking into customer's personal files and will not place them at the disposal of third parties, unless Jet-Stream BV is obliged to do so by the law or judicial sentence, or when acting on the behalf of the customer, or when believing to do so, in violation with ARTICLE 4.2 to 4.3 of these general conditions.

### **ARTICLE 4 OBLIGATIONS OF THE CUSTOMER**

4.1 The customer will adopt an attitude and behave in conformity with what one might expect from a responsible and careful user. The customer will inform Jet-Stream BV in writing as soon as possible about alterations of relevant details.

4.2 The customer withholds from hindering other customers or internet-users, and inflicting damage to the system. The customer is prohibited to start up processes or programmes - whether through the system or not – that the customer knows, or could quite reasonably suspect of, that they may hinder or cause damage to either Jet-Stream BV, or other customers or internet-users. This expressly includes indirect damage due to misconfiguration of the customer. The customer is only permitted to start up processes or programmes when there is a direct connection with the system, permitted by Jet-Stream BV.

4.3 The customer is not permitted to use the system and the disk space for acts and/ or behaviour that is in violation with relevant legal provisions, the netiquette, the guidelines of the code of advertising practice, the agreement of these general conditions. These include, but not exclusively, the following acts and conducts:

- spamming: sending large amounts of unasked for email with an identical content / posting large amounts of news groups on the internet containing messages with an identical content. This includes all spam sent by any other provider in reference to a website, email address or other service at Jet-Stream BV;
- Violating copyright publications or other intellectual rights of ownership of third parties;
- making public or spreading child pornography;
- sexual intimidation or harassment any other kind;
- Hacking: breaking into other computers or computer systems on the internet.

4.4 The customer is not allowed to pass on its account, the guidelines or other rights resulting from the agreement, unless Jet-Stream BV has explicitly granted permission - in writing - for this. Without prejudice to the above, the customer is permitted to have a third party design and maintain a website. The customer remains responsible for the use of his or her account and password.

4.5. The customer bears the responsibility for the necessary hard- and software, configuration, peripheral equipment and connections in order to make access to the system possible.

4.6 The customer is bound to the amount of disk space as is described in the agreement. The customer bears the responsibility that this amount is not exceeded. When the amount is exceeded, Jet-Stream BV is authorized under the law to remove services and information.

4.7 The customer hereby gives Jet-Stream BV permission to include his or her

personal details in the registration of personal data of Jet-Stream BV, which is required for its administration and administrator tasks. This registration of personal data includes both account and traffic details, and is solely accessible by Jet-Stream BV, and is not provided to third parties, unless Jet-Stream BV is obliged to do so under the law or a judicial sentence.

4.8 The customer may request to inspect or remove his/ her own account details. He or she can do so by post or fax, by including a (copy of) a (current) identification card or a certificate of the Chamber of Commerce to Jet-Stream BV. Jet-Stream BV will answer these requests per email, free of charge, and within three working days. The customer has limited access to the traffic data of the account, at a charge. Jet-Stream BV will answer to these requests per email within 5 working days. Some services offer the possibility to look into ones personal data traffic, as far as these data are known. Specific additional conditions for this are announced separately.

4.9 The customer guarantees Jet-Stream BV that he or she is authorized to conclude an agreement.

4.10 The customer himself/ herself is responsible for backups of all files that are placed on the system.

## **ARTICLE 5 LIABILITIES**

5.1 Jet-Stream BV is not liable for any damage in the broadest sense of the word, unless the damage is caused by a gross error or by intent of Jet-Stream BV. Jet-Stream BV in particular is not liable for damage that is connected to, or results from: interrupting or obstructing the access to the system or the internet at Jet-Stream BV or third parties, shortcomings in the security of the information saved by the customer on Jet-Stream BV's systems, operations by other customers or internet-users, adaptations in the account.

5.2 The customer who acts contrary to his or her obligations in the agreement or these general conditions is liable for all damage suffered by Jet-Stream BV that may result from this.

5.3 The customer indemnifies Jet-Stream BV from all claims of third parties relating to damage or otherwise, to any extent caused by the customer of the account, the system or internet, or in case of the customer's non-compliance of the agreement or these general conditions.

5.4 Jet-Stream BV is authorized to immediately deactivate the connection with the system without further notice, when, and for as long as the customer acts contrary to the statements in the articles 4.1 to 4.4. Furthermore, Jet-Stream BV in this case is authorized, if the severity of the violation justifies this, to terminate the agreement immediately, the customer is not entitled to damages that arise from this against Jet-Stream BV.

## **ARTICLE 6 Jet-Stream BV SERVICES**

6.1 Jet-Stream BV offers the customer a non-exclusive and non-transferable right for access to the system, for the use of the system and the guidelines for the duration of the agreement. The customer is not permitted to copy the guidelines for other than for normal, personal use and back-up purposes. When making copies, the customer will leave all symbols that have a determining character for the ownership and origin, unaltered and intact.

6.2 For some services additional specific conditions apply regarding to the use of the service. These additional conditions are made known per individual service. These include, but not exclusively, a fair use policy, access rights and rights of ownership.

6.3 When Jet-Stream BV designs a homepage or website, or produces and/ or encodes av-content, or develops concepts, or attends to a webcast by order of a customer, all intellectual rights of ownership regarding this homepage, website, av-production, concepts or webcast lie with Jet-Stream BV.

6.4 Jet-Stream BV is authorized to refuse or limit the customer access to the system, when a customer exceeds the agreed to amount of data traffic or fair use in a calendar month, in relation to data traffic, disk space and load on the systems. These agreements include that the customer is liable to pay Jet-Stream BV the costs agreed to, to the extent of the exceeded amount. Jet-Stream will execute a refusal or limitation five (5) days after the customer has been notified of this by Jet-Stream BV. Jet-Stream BV is not liable for damages as a result of a refusal or limitation. The administration of Jet-Stream BV offers binding evidence regarding the exceeding of the amount of data traffic, barring evidence to the contrary of the customer.

## **ARTICLE 7 SERVICES OF THIRD PARTIES**

7.1 Jet-Stream BV is dependent on services or networks of third parties for her services, for cable internet or ADSL, collocating facilities and backbones, for instance. In this case the customer usually enters two different agreements: 1 with Jet-Stream BV and 1 with the third party. Jet-Stream BV is not liable for damage of any kind or on account of anyone, caused by services or networks of third parties, including malfunctions in networks or infrastructures of third parties.

7.2 Jet-Stream BV arranges the registration of domains at Stichting Internet Domeinregistratie Nederland (the foundation that administers internet domain registration in the Netherlands) against payment. The choice of the domain name is at the expense and at the customer's own risk, and Jet-Stream BV does not accept any liability regarding the choice and use of the domain name.

## **ARTICLE 8 COMPLAINTS**

8.1 Jet-Stream BV only deals with complaints that relate to Jet-Stream BV services and/ or conducts or doings of customers.

8.2 Jet-Stream BV will make every effort to deal with complaints related to Jet-Stream BV correctly, and to come to improvements of Jet-Stream BV services. The customer can file a detailed complaint with the complaints service department within 3 working days, preferably per email. If possible, the complaint will be attended to by Jet-Stream BV within 3 working days after the complaint has been reported. The customer will be informed, if possible, within 3 working days after the complaint has been filed.

8.3 Jet-Stream BV will make every effort to deal with complaints regarding doings or conducts of customers of Jet-Stream BV correctly. The customer can file complaints regarding abuse, spam or illegal operations of Jet-Stream BV customers within 3 working days to the email address [abuse@Jet-Stream.nl](mailto:abuse@Jet-Stream.nl), provided you include the relevant log-details, which should include the time(s)/ date(s) and or full headers and a clear specification of the complaint.

8.4 The customer's liabilities remain in effect when in the process of filing a complaint.

## **ARTICLE 9 MANAGING THE SYSTEM**

9.1 Jet-Stream BV is authorized to (temporarily) closedown the system without notice, or to limit its use if necessary for maintenance or adjustments or improvements

of the system by Jet-Stream BV; in these cases the customer is not entitled to damages from Jet-Stream BV.

9.2 Jet-Stream BV is authorized to make alterations in the configuration, the accounts; in these cases the customer is not entitled to damages from Jet-Stream BV. Jet-Stream BV will inform the customer about alterations as soon as possible.

9.3 24-hour a day monitoring and management of the system cannot be guaranteed.

## **ARTICLE 10 DURATION AND CONCLUSION OF THE AGREEMENT**

10.1 The agreement is entered into for the duration of time as is determined in the contract. The contract will be automatically renewed after the first term, for the same period of time. Termination of the agreement is subject to one (1) month's notice before the end of the period as was agreed to. Termination is possible both in writing and per fax, on the understanding that the period of notice commences first on the day that Jet-Stream BV receives the termination.

## **ARTICLE 11 TERMINATION**

11.1 If the customer does not meet the agreements made with Jet-Stream BV, or obligations resulting from these conditions adequately or in time, or if it appears questionable if the customer is able to comply to Jet-Stream BV its contractual obligations, Jet-Stream BV is authorized, without proof of default or judicial intervention, to either postpone the arranged service(s) provided by Jet-Stream BV, or terminate (part of) the agreement, doing so without entitlement to damages, with all other rights entitled to Jet-Stream BV remaining in full force.

11.2 Jet-Stream BV is authorized, without serving any further notice or judicial intervention, to terminate the agreement immediately and to discontinue the service, when the client:

- Has supplied Jet-Stream BV with false or incorrect personal details;
- refrained from passing on correct details or alterations;
- has entered into the agreement under false pretences;
- Acts in violation with art 4.1 to 4.4;
- declared to be in a state of bankruptcy or has filed a petition of bankruptcy;
- has applied for a moratorium;
- is under legal restraint or authorities

11.3 Revocation right. Consumers may nullify the ordered services through the internet within 7 days.

## **ARTICLE 12 PRICE**

12.1 The customer owes expenses for the agreed performance(s) by Jet-Stream BV. All prices are quoted excluding VAT, administration costs and possible additional taxes and/ or rights, unless stated otherwise.

12.2 Jet-Stream BV is authorized to adjust the price of the expenses and other costs at all times. Adjustments are announced at least one month before they come into force on the web pages of Jet-Stream BV. If the customer does not wish to agree to these adjustments, the customer, contrary to ARTICLE 10.1, shall be entitled to terminate the agreement before the date on which the adjustment would have become effective.

## **ARTICLE 13 PAYMENT**

13.1 The expenses owed to Jet-Stream BV should be paid in advance, unless otherwise agreed, in writing. The customer is obliged to pay the amount owed within

fourteen (14) days after the invoice date.

13.2 If the customer does not pay the amounts owed within the term as stated in art. 13.1, he or she is legally in default and he or she shall owe, without further proof of default, legal interest on the outstanding amount. Additionally, all reasonable costs made in order to acquire settlements outside court, are at risk and to be paid by the customer. These costs amount to 15% over the amount due with a minimum of EUR 10,--, unless Jet-Stream BV can prove that the expenses are higher.

#### **ARTICLE 14 FORCE MAJEURE**

14.1 Force majeure includes all external forces that, in all fairness, cannot be foreseen, and result in Jet-Stream BV not being capable of fulfilling its obligations to her customers. Below, among other things, but not exclusively, are recognized faults in the connections with the internet, malfunctions in the telecommunication infrastructure, malfunctions in networks and systems.

14.2 Jet-Stream BV is entitled to appeal for force majeure, when the circumstance that prevents the (further) fulfilment occurs after Jet-Stream BV should have fulfilled her obligation.

#### **ARTICLE 15 DISPUTES AND LAW ENFORCEMENT**

15.1 The Dutch law governs all agreements between Jet-Stream BV and its customers. The judge in Groningen is exclusively authorized to take cognizance of disputes that result from or are connected to agreements between Jet-Stream BV and the customer.

15.2 If the customer, not acting in the capacity of an occupation or company, does not agree to art 15.1, he or she is entitled to have a judge, who is certified by law, decide on a settlement of the difference, within one (1) month after Jet-Stream BV has appealed to art 15.1.

15.3 If one or more regulations of this agreement are invalid or reversed, the remaining regulations remain valid. If one or more regulations are invalid, the parties will be bound by rules of similar effect that are not exposed to invalidity.

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