

< HUCON Frank van Huet General Terms and Conditions

These General Terms and Conditions apply to every offer and/or quotation submitted by HUCON Frank van Huet and form an integral part of every agreement between HUCON Frank van Huet and you. These General Terms and Conditions set out the legal basis thereof. These General Terms and Conditions form the guiding principle. The explanations and short support texts on our websites (the support pages) do not form part of the Agreement. **HUCON Frank van Huet** is incorporated as HUCON Frank van Huet in Warsaw and registered with the REGON 142536130. These General Terms and Conditions were last amended on 28 May 2018.

Article 1. The Agreement

1. If you have placed an order at one of HUCON Frank van Huet's websites, such as (this list is not exhaustive) hucon.pl, hucon.nl, mainswitch.net and mainswitch.pl), have created an account or have agreed to a product offered by HUCON Frank van Huet, then an agreement has been formed between HUCON Frank van Huet and yourself.
2. For domain registrations, the agreement between you and HUCON Frank van Huet generally applies for a period of one (1) year, unless indicated otherwise in the order process. The agreement is renewed thereafter by tacit agreement for a period of one (1) year.
3. For SSL certificates, the agreement is concluded for a period of one (1) year, unless indicated otherwise in the order process. The agreement is *not* renewed thereafter by tacit agreement, but rather is terminated by operation of law.
4. For all other services, the agreement is concluded for a period of one (1) month. The agreement is extended thereafter by tacit agreement by one (1) month.
5. HUCON Frank van Huet provides its services to the best of its knowledge and ability. In providing its services and systems, HUCON Frank van Huet can offer no guarantees with respect to minimum speeds, uninterrupted operation, reliability or accessibility.
6. The delivery periods given by HUCON Frank van Huet are not strict deadlines, unless expressly stated.

Article 2. Services

1. Where reference is made in these Terms and Conditions to a service, this means a service provided by HUCON Frank van Huet to you, since you have concluded an agreement in that respect with HUCON Frank van Huet.
2. Services from third parties may also form part of the Agreement. Where this is the case, said third party services will be subject to the third party's supplementary conditions. These supplementary conditions can be viewed on our website.
3. You authorise HUCON Frank van Huet to accept any such supplementary conditions on your behalf and/or to conclude a (separate) agreement for registering a domain name or for purposes of providing the service in question.
4. HUCON Frank van Huet grants you, for the duration of the agreement and subject to the conditions thereof, the non-exclusive, non-transferable and revocable right to use the service, including future updates.

Article 3. Account

1. Your account gives you access to a HUCON Frank van Huet user interface, which allows you to manage and configure (certain aspects of) the services.
2. You can create an account via our websites. The account can be accessed by entering a password and a user name. You are responsible for choosing a strong password and for keeping this password secure.
3. We offer a digital wallet. You can access your digital wallet via your account. You can transfer a credit balance to your digital wallet, with which you can pay for the HUCON Frank van Huet services you access. You are responsible for topping up these balances. If you have a deficit, HUCON Frank van Huet may not extend the Agreement. It may suspend the Agreement(s) and terminate the service(s). HUCON Frank van Huet will make every effort to bring this promptly to your attention, or it may opt to apply the standard payment arrangement.

Article 4. Your obligations

1. You are expected to do everything that is reasonably required and desired for a timely and proper performance of the agreement. You are required in any case to ensure that, to the best of your knowledge, all details are correct and are provided to HUCON Frank van Huet in good time. In particular, these include the details that HUCON Frank van Huet has stated are necessary, or those of which you are aware or ought to be aware that they are necessary for the performance of the service.
2. You are also personally responsible for keeping all the details in your account up-to-date.
3. In the case of any misuse or suspected misuse of login data, you should notify HUCON Frank van Huet immediately so that we may take the appropriate corrective measures.
4. You are responsible and accept the risk in respect of all actions taken via your account.
5. Any changes in particulars or circumstances should be reported by you to HUCON Frank van Huet without delay.
6. You are fully responsible for all installations and maintenance of applications, unless the application is part of the service.
7. These General Terms and Conditions apply also to legal successors. If you decide to sell on the services provided to you, you must pass on these terms and conditions to the end user of the service.

Article 5. Prices and payment

1. For business customers, all listed prices are exclusive of VAT and other duties imposed by the authorities, unless stated otherwise. All prices are subject to (apparent) programming and typing errors.
2. If it transpires that you have furnished incorrect or incomplete particulars, HUCON Frank van Huet will have the right to amend the Agreement.
3. Prices will be subject to adjustment in the interim throughout the duration of the Agreement. We will give you thirty (30) calendar days' advance notice of any proposed price change. If you disagree with the change(s), you can cancel the Agreement via the control panel (CP). The option of termination does not apply where the price change is due to:
 - a. inflation;
 - b. a change in the Agreement as referred to in Article 7 (8) of these General Terms and Conditions;
 - c. a price increase by our supplier(s);

- d. an obligation imposed on HUCON Frank van Huet under the law.
- 4. HUCON Frank van Huet will:
 - I. invoice all non-recurring costs (including installation costs, activation costs) and supplementary services in arrears;
 - II. invoice all recurring costs monthly in advance.
- 5. A payment term of (14) calendar days from the invoice date applies.
- 6. I. You will be notified in the unhoped-for event that a direct debit fails. We also issue a general payment reminder where payment of an invoice remains outstanding.
 - II. If an invoice remains unpaid for a period of six weeks, it will be deemed to be overdue. We always send a warning notice in this case, receivable by you by post if you are resident in the Netherlands. Once this occurs, all debits are suspended and the invoice can only be paid either in your control panel or via an account transfer by you.
 - III. Where the invoice remains unpaid for a further (14) calendar days, the services not paid for will be blocked and we will send a second demand notice by email. Collection charges will be charged to you on top of the outstanding costs for the services you receive.
 - IV. If the second demand notice is not complied with, all services in your account will be blocked after a period of (14) calendar days and you will receive a final demand notice by email. Collection charges will be applied once more in this case.
 - V. If no payment is received by us after sending you this final notice, we will be obliged within seven (7) days to engage a collection agency to collect the outstanding payment in question plus statutory interest. The collection charges will be payable by you at this stage to the collection agency. In addition, the services you have paid for will no longer be extended and your complementary services will be cancelled forthwith. This means that we can no longer provide you with any new services. All further communication with regard to the outstanding payment must then be conducted with the collection agency.
- 7. You will not be entitled to set off or deduct any payments.

Article 6. Right of withdrawal

- 1. This Article is not applicable to you if you are a business customer (acting in the performance of a profession or running a business).
- 2. Your consumer rights entitle you to terminate the Agreement free of charge within fourteen (14) calendar days (cooling-off period) of concluding the Agreement. In that case, you must only pay the costs of using the service up to the time of the termination.
- 3. The right of withdrawal does not apply with respect to a domain registration or for having an SSL certificate validated, because these services were provided with your permission within the statutory cancellation period. In the order process, you expressly waive the right of termination.
- 4. You may terminate the Agreement within the cooling-off period by sending the model withdrawal form (digitally) to HUCON Frank van Huet, or by notifying HUCON Frank van Huet in some other unambiguous way that you wish to waive the purchase. HUCON Frank van Huet will confirm receipt of this notification if communicated digitally.
- 5. The right of withdrawal does not apply to agreements covering the provision of services, following performance of the Agreement, where:
 - 1. the performance has commenced with the express prior consent of the consumer; and

2. the consumer has expressly waived their right of termination as soon as HUCON Frank van Huet performs the Agreement.
6. If you have already paid, in full or in part, HUCON Frank van Huet will refund this amount as soon as possible, but no later than within fourteen (14) calendar days of termination of the Agreement. HUCON Frank van Huet will process the refund in the same manner in which you paid for the order.

Article 7. Web hosting, VPS and collocation

1. The installation and maintenance of the requisite hardware is performed by HUCON Frank van Huet. If you have subscribed for web hosting or VPS, you will have no right to physical access to the server room.
2. HUCON Frank van Huet has the right to assign other hardware to you in the event that this other hardware in all reasonableness is commensurate with or better than the requirements that applied to the original hardware.
3. A shared infrastructure applies at all times. Your responsibility is to ensure that unnecessary peak loading of the services is avoided and that the services are not used by you in a manner that causes a hindrance to other customers of HUCON Frank van Huet.
4. If available, you can upgrade the capacity and storage space you use for the services via your account. HUCON Frank van Huet shall do its best to process the requested upgrade as quickly as possible. Services cannot be downgraded during the course of the agreement. However, you do have the option of terminating the Agreement and concluding a new Agreement with HUCON Frank van Huet, having due regard to the termination rules. HUCON Frank van Huet will make every effort in this case to transfer your particulars internally.
5. In the case of collocation, HUCON Frank van Huet will only make a server room, network and power supply available. You are personally responsible for securing the requisite hardware and an adequate insurance cover for the same. You duly guarantee that the hardware will cause no damage to any part of the server room. You are responsible for installing and maintaining all of the necessary software. To this end, HUCON Frank van Huet will grant you access by arrangement to the server room.
6. In the case of collocation, HUCON Frank van Huet has the right to assign another server room to you in the event that this is commensurate in all reasonableness with the requirements that applied to the original server room. We will always contact you first in such circumstances. The transfer must be arranged by you and the costs that arise in this case (e.g. time) are payable by you. HUCON Frank van Huet will afford you a reasonable period within which the transfer should take place. Once this period has expired, HUCON Frank van Huet will undertake the transfer itself, but the costs that arise will be charged for.
7. HUCON Frank van Huet has the right in the event of collocation to transfer, deactivate or remove the hardware if it is required to do so due to unforeseen circumstances, and it cannot be held liable for any ensuing loss. HUCON Frank van Huet will at all times use its best endeavours to give notice or discuss matters beforehand and shall make every effort to ensure that the services are migrated to other platforms in a timely fashion.
8. HUCON Frank van Huet may apply additional charges in the case of excessive use of power (in case of collocation), Internet traffic or data streams, or where the specified limits have been exceeded. In the event that you regularly exceed the specified limits, or if HUCON Frank van Huet deems this necessary in all reasonableness, HUCON Frank van Huet will be entitled to upgrade your subscription. HUCON Frank van Huet will notify you in this event.

Article 8. Domain names

1. HUCON Frank van Huet cannot guarantee compliance with an incoming request for a domain name. In such circumstances, HUCON Frank van Huet cannot be held liable for any ensuing loss or damage due to inability to register the domain name or the domain name request being refused. Following successful acceptance of a domain name request, HUCON Frank van Huet will send a confirmation email once the domain name has been registered.
2. If changes are made within your account in relation to domain names, these changes will be automatically communicated to the Foundation for Internet Domain Registration in the Netherlands (SIDN) or other applicable registrations. You are personally responsible for ensuring that the data you input within your account is correct and up-to-date.
3. Costs may be charged by HUCON Frank van Huet if a domain name is reactivated following suspension, cancellation or some other form of (temporary) termination.

Article 9. Regulatory authorities

1. The application process and procedure for assigning IP addresses is subject to rules and procedures laid down by Internet Registries such as the Réseaux IP Européens (RIPE). SSL certificates are subject to the rules and procedures of the selected Certificate Authority. Domain names are subject to the rules and procedures of the registry for the relevant extension. Once you apply for the services referred to above, you are subject to the terms and conditions of these bodies.
2. These bodies decide whether or not to grant what has been applied for. HUCON Frank van Huet merely plays an intermediary role in the application process.
3. When registering for a domain name, the General Terms and Conditions of the coordinating register or the intermediary via which we record your domain name will also be applicable to you. These [supplementary conditions](#) can be found on the website of our vendor TransIP B.V.
4. Granted IP addresses remain under the control of HUCON Frank van Huet and cannot be taken away or transferred.
5. The SSL certificate can be withdrawn by HUCON Frank van Huet or by the relevant Certificate Authority. Withdrawal may result in the event that you provided incorrect information when applying for the SSL certificate or if the reliability of the SSL certificate is compromised. In such circumstances, you will not be compensated or provided with a replacement product.

Article 10. Backups, availability and maintenance

1. HUCON Frank van Huet will regularly make reserve copies (backups) of the data stored by you. HUCON Frank van Huet makes these backups available to you on request. Charges may be applied by HUCON Frank van Huet in such instances. Our services are subject to different backup periods. These periods are clearly stated on our website. Have no explicit arrangements been made with HUCON Frank van Huet for HUCON Frank van Huet to make these backups available to you? In that case, no backups will be available.
2. Backups of web hosting and email hosting may be deleted by HUCON Frank van Huet fourteen (14) calendar days after the Agreement has ended. For VPS, a period of three (3) calendar days applies. You should bear this in mind if the service is terminated, or if HUCON Frank van Huet notifies you that it intends to terminate the

service.

3. HUCON Frank van Huet makes every effort both day and night to ensure that its services function optimally and are at all times available and accessible. HUCON Frank van Huet takes strict measures to ensure that the services continue to be accessible. HUCON Frank van Huet only offers guarantees in this respect where this is provided for in the Agreement.
4. HUCON Frank van Huet has the right to temporarily close down the service, in part or in full, for purposes of maintenance, adjustments or improving the system or ancillary software or facilities. HUCON Frank van Huet shall make every effort to arrange for this to be done between the hours of 11.00 p.m. and 5.00 a.m. (Dutch time). HUCON Frank van Huet will endeavour to give you adequate notice in this respect. Under no circumstances will HUCON Frank van Huet be liable to pay compensation for any loss or damage ensuing from such periods of inactivity.

Article 11. Rules of conduct and notice-and-takedown

1. What you do with the service is of course your business, but it is not the intention that you (or your customer) endanger the network of HUCON Frank van Huet or transgress the law. In such cases, HUCON Frank van Huet or the courts may be obliged to close down your service, either temporarily or permanently.
2. You therefore guarantee that the services will not be used for activities that are in violation of the laws and regulations. Moreover, it is expressly prohibited to offer or distribute any material, lawful or otherwise, via the services that:
 - a. incorporates malicious content (including malware or other damaging software);
 - b. infringes on the rights of third parties (e.g. intellectual property rights), or is defamatory, libellous, offensive, discriminatory or inflammatory;
 - c. contains hyper-links, torrents or links to (the location of) material that infringes intellectual property rights;
 - d. contains any form of punishable pornography or is ostensibly intended to help others find such material;
 - e. violates the privacy of third parties, including but not limited to the distribution of the personal data of third parties without permission or necessity or repeatedly harassing third parties with unwanted communications.
3. Where HUCON Frank van Huet is of the opinion that any hindrance, damage or other impediment is impacting on the functioning of the systems or networks of HUCON Frank van Huet or third parties, such as for example the excessive distribution of emails, (D)DoS attacks, badly secured systems or other damaging software or malware activities, HUCON Frank van Huet shall have the right to take whatever action is reasonably necessary to prevent or avert such threats.
4. Where a clearly unlawful act or violation on your part is brought to the attention of HUCON Frank van Huet by a third party, HUCON Frank van Huet will bring this to your notice as quickly as possible. HUCON Frank van Huet will ask you to respond without delay (within 24 hours at the latest), after which HUCON Frank van Huet will decide on what action to take. In urgent cases, HUCON Frank van Huet will intervene directly.
5. HUCON Frank van Huet shall be entitled to suspend services and to remove material or block (the use of) services in the event of a breach of these General Terms and Conditions, if the rights of third parties or laws and regulations are violated or if the systems of HUCON Frank van Huet are subject to excessive loads. HUCON Frank van Huet will ensure that you are notified of this as quickly as possible.
6. HUCON Frank van Huet shall be at liberty to pass on your address and other identifying data to third parties who complain that you have infringed their rights if there is no less

intrusive way of sourcing these contact details. HUCON Frank van Huet will only do so where the accuracy of the complaint is deemed to be reasonably plausible or where a third party has a reasonable interest in receiving such details, and provided always that all legal requirements are complied with.

7. HUCON Frank van Huet will use its best endeavours to act reasonably, prudently and as appropriately as possible in dealing with complaints and cannot be held liable for any loss or damage ensuing from measures that are taken in accordance with this Article.

Article 12. Liability

1. This Article applies to business customers, as well as in relation to consumers insofar as the stipulations are not unreasonably onerous.
2. HUCON Frank van Huet will only be liable to you in respect of direct loss or damage ensuing from an attributable failure in the performance of the Agreement. Liability is excluded in respect of indirect damage, including loss of profits and revenue. Direct loss or damage must be understood to mean exclusively any loss or damage ensuing from:
 - a. material damage (damage to property);
 - b. costs in respect of work undertaken to prevent loss of data;
 - c. costs reasonably incurred in determining the cause and extent of the damage or loss and in preventing and limiting this damage or loss, insofar as concerning the direct damage or loss referred to here.
3. HUCON Frank van Huet's liability in respect of an attributable failure in the performance of the agreement may apply only on condition that you give HUCON Frank van Huet notice of default in writing within fourteen (14) calendar days of discovering this failure, following which a reasonable period is agreed in writing for the shortcoming to be remedied, after which period HUCON Frank van Huet continues to default on the performance of its obligations. The notice of default must be as detailed as possible in describing the nature of the shortcoming, so that HUCON Frank van Huet may respond in an appropriate manner.
4. The maximum indemnity payable in the event of liability as referred to in paragraph 1 of this Article will be limited to the amount for which HUCON Frank van Huet is insured in the relevant case. If no payment is forthcoming from the insurer, the maximum amount payable per claim or series of claims will be limited to the amounts paid by you to HUCON Frank van Huet under the agreement for the relevant service in the preceding three (3) months (excluding VAT). Under no circumstances will the total compensation for any loss or damage exceed EUR 1,000 per annum.
5. If you are a business customer of ours, the provisions of Book 6, Section 271 of the Dutch Civil Code do not apply to you.
6. You agree to indemnify HUCON Frank van Huet against all third party claims (including from your customers), and to fully compensate HUCON Frank van Huet in this respect.
7. HUCON Frank van Huet cannot be expected to guarantee performance of the agreement if such performance is hindered by force majeure. Neither can HUCON Frank van Huet be held liable for any loss or damage ensuing from force majeure. The term force majeure, in addition to its definition under the law, will mean, among other things (but not exhaustively): disruptions in the supply of electricity, government measures, terrorist attacks, fire and flooding, shortcomings on the part of HUCON Frank van Huet's suppliers, failures in connecting to the Internet, licensing refusals, (D)DoS attacks and faults in hardware or (telecommunication) networks, malware or other malicious software-related attacks, strikes and import and export impediments.

8. Both parties shall be at liberty to terminate the agreement if the force majeure situation lasts at least (30) calendar days or longer. No liability will attach to HUCON Frank van Huet in respect of any loss or damage ensuing from such termination.

Article 13. Intellectual property rights

1. The term intellectual property rights is defined as: intellectual property-related rights including but not limited to copyright, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights and rights to know-how.
2. The intellectual property rights attaching to the service remain with HUCON Frank van Huet or its licensors.
3. All intellectual property rights attaching to your data or other material supplied by you remain with you. You agree to indemnify HUCON Frank van Huet against third party claims following a breach of the above (intellectual property) rights.

Article 14. Personal data

1. You have the right to inspect your personal data. If the details we have provided contain inaccuracies, you may request in writing that we change or remove the particulars in question. If you request HUCON Frank van Huet to remove your personal data and HUCON Frank van Huet has done so, in full or in part, this action cannot be reversed. No backup is available of data that has been removed.
2. When its customers process personal data via HUCON Frank van Huet's systems, HUCON Frank van Huet has a duty of care and is obliged to conclude processing agreements. Consequently, such customers of HUCON Frank van Huet are deemed to be controllers. It is for this reason that HUCON Frank van Huet offers to conclude a processing agreement. You are responsible for checking if you are a controller in this regard and that you have assigned HUCON Frank van Huet as a processor, and therefore whether you store your personal data with us. If that is the case, you will need to conclude a supplementary processing agreement with HUCON Frank van Huet. If you fail to conclude a processing agreement with HUCON Frank van Huet, even though you are obliged to do so under the privacy legislation, you will be entirely responsible in this regard.
3. You guarantee that personal data will be processed by you entirely in a legally valid manner and with the use of our service(s). You warrant that the content, use and instructions to process personal data are not unlawful and do not infringe any third-party rights.

Article 15. End of the Agreement

1. Where a fixed-term contract for business customers is terminated in the interim (also in case of tacit renewal), the amounts already paid will not be refunded.
2. As a consumer, you have the right to terminate an agreement after it has been renewed, subject to a notice period of one (1) month. However, if you decide to terminate an agreement in the interim, the amounts already paid will not be refunded.
3. Cancellation of an agreement can only be effected via the control panel (CP) within your account.
4. HUCON Frank van Huet shall be at liberty to terminate and/or suspend the Agreement wholly or in part, with immediate effect and without judicial intervention, with no ensuing obligation to compensate or to grant indemnification, if:
 - a. obligations provided for under the agreement are not met or are not complied with

- fully or promptly, even after HUCON Frank van Huet has afforded you a reasonable period to comply with the obligations;
- b. circumstances come to the attention of HUCON Frank van Huet after the agreement has been signed that give good reason to believe that you will not comply with your obligations under the Agreement;
 - c. you have been asked to provide security guaranteeing compliance with your obligations under the Agreement and this security is not forthcoming or is insufficient;
 - d. you die;
 - e. a suspension of payments has been applied for on your behalf or in the case of a bankruptcy application, an attachment order or debt restructuring;
 - f. circumstances arise, the nature of which renders fulfilment of the Agreement unfeasible, or such that HUCON Frank van Huet cannot be reasonably required to maintain the Agreement while unchanged.
5. If HUCON Frank van Huet terminates the Agreement by virtue of the above reasons, all receivables in connection with the remaining contract period of all agreements between you and HUCON Frank van Huet will be payable forthwith and in full.
 6. Where HUCON Frank van Huet opts to suspend the service, HUCON Frank van Huet shall retain all entitlements under the law and the Agreement.
 7. The customer is personally responsible for downloading the data or backups stored under the service. HUCON Frank van Huet shall be at liberty, directly after the date on which the agreement is terminated, to close down or discontinue access to all accounts provided for under this agreement and to delete and/or render inaccessible the data stored by you or on your behalf.
 8. In the case of a legally valid termination of the agreement and provided that you have complied with your obligations under the agreement, HUCON Frank van Huet shall, where applicable and if requested by you, provide assistance in transferring the data to another service provider.

Article 16. Concluding provisions

1. The applicability of any purchase or other terms and conditions applied by you is expressly excluded.
2. If any provision under these General Terms and Conditions proves to be void or is nullified, the remaining provisions will remain in force in full. In that case, we will consult with each other in order to agree a new stipulation to replace the void or nullified provision, taking into account, to the greatest extent possible, the purport and intent of the void or nullified stipulation.
3. In case of any conflict between the various documents, the following ranking order will apply:
 - I. supplementary arrangements specified in writing and signed;
 - II. agreed (digital) offer or order placed via the website;
 - III. availability arrangement;
 - IV. General Terms and Conditions.
4. HUCON Frank van Huet shall be at liberty to unilaterally amend or supplement the Agreement and these General Terms and Conditions; this applies equally with respect to existing agreements. For agreements that are already in place, changes will come into effect thirty (30) calendar days following notification of said changes. Changes of secondary importance, changes introduced in accordance with the law and changes to your benefit can take effect forthwith.
5. You have the right to cancel the Agreement if you disagree with an amendment or

addition to these General Terms and Conditions. The cancellation will then come into effect on the date that the said amendment or addition to these General Terms and Conditions comes into effect.

6. HUCON Frank van Huet has the right to transfer the Agreement concluded with you, wholly or in part, to a third party, including the rights and obligations set forth in these General Terms and Conditions and, if applicable, other agreements. If you are a consumer, you have the option to terminate the Agreement as from the date on which the agreement is transferred to a third party.
7. This Agreement is governed by Dutch law.
8. Insofar as not provided for otherwise under the rules of mandatory law, all disputes arising from or connected with the Agreement will be referred to the competent court in the court district in which HUCON Frank van Huet has its registered office, subject to the proviso that HUCON Frank van Huet shall also be at liberty to refer the disputed matter to another competent court.
9. HUCON Frank van Huet's log files and administration are deemed to constitute full proof for the customer with respect to HUCON Frank van Huet's assertions, unless the contrary is proved by you.