

.com.be B.V.B.A. B.V. General - Terms and Conditions

.com.be B.V.B.A.
Antwerpsesteenweg 97
9100 Sint-Niklaas, Belgium

Article 1 Definitions

In these General Terms and Conditions, the following concepts shall have the meaning stated, unless explicitly stated otherwise:

- .com.be B.V.B.A.: contracted party as well as user of these General Terms and Conditions;
- Client: the other party in respect of .com.be B.V.B.A.

Article 2 Applicability

1. These General Terms and Conditions apply to all offers, special offers and agreements by .com.be B.V.B.A. to which it has declared these General Terms and Conditions to be of application, insofar as the parties have not explicitly agreed otherwise in writing.
2. These General Terms and Conditions also apply to any and all agreements for the execution of which .com.be B.V.B.A. makes use of the services of third parties.
3. Any derogation from these General Terms and Conditions is only valid if it has been explicitly agreed in writing.
4. The applicability of any general terms and conditions of the Client is explicitly dismissed.

Article 3 Offer and acceptance

1. All offers and quotations from .com.be B.V.B.A. are without obligation with regard to price, content and delivery time and they expire after 30 days.
2. An agreement is concluded at the moment .com.be B.V.B.A. has received and accepted the offer signed by the Client for agreement.
3. Additions to and modifications of the stipulations of the agreement shall only take place by consent.

Article 4 User conditions

Any and all charges are shown in Euros. Payments must be made in Euros. .com.be B.V.B.A. accepts the following methods of payment: - (post) bank transfer - Credit Card (VISA, MasterCard) Paypal - IDEAL – direct debit (SEPA)

Effective date of payment obligation

The payment obligation of the Client takes effect on the day the agreement is concluded. Furthermore, the Client owes the payments arising from these General Terms and Conditions. Depending on the term for which the agreement has been concluded, the costs due will be invoiced in advance and must be paid in advance. The Client agrees to make payments within 14 days from the invoice date. Invoices exceeding 30 days will be suspended automatically. Any and all invoices paid too late or not at all will be submitted to collection. In the event of collection, you will be liable for the costs of collection, including the debt-collection agency fee, court costs and the collection costs incurred by .com.be B.V.B.A..

Account renewals

In order to guarantee an uninterrupted service of our Client's websites, all services are automatically renewed for the period of the term of contract at the end of the term of contract.

Statement

.com.be B.V.B.A. does not send out paper invoices or statements. Statements or invoices are sent by email and may be printed and examined online.

Costs of reactivation

If the Client wishes to reactivate a suspended or closed account, reactivation costs of € 45, excluding Dutch VAT, will be charged. For the reinstallation of a server € 65, excluding Dutch VAT, will be invoiced. For reinstating backup files by order of the Client, .com.be B.V.B.A. also invoices € 45.

Hosting Pack modifications

If the Client wants to switch to a lower priced hosting pack, .com.be B.V.B.A. charges downgrade costs of € 45, excluding Dutch VAT.

Upgrading your pack to a higher priced hosting pack is free of charge. However, the Client is charged for the difference between the present pack and the new pack.

Platform changes

The Client may change the operating system of the present pack; € 65, excluding Dutch VAT, will be charged for it.

Additional data communications

If the Client exceeds his agreed data communications limit, the number of Mbit additional data communications will be invoiced. This is an amount of € 5.99 per Mbit, excluding Dutch VAT. The Client has the option of upgrading his pack to a higher data communications level as per the next invoice period. No additional fee will be charged for upgrading to a higher data communications pack, but the Client will be responsible for the amount of the exceeded data communications until the moment the new higher pack is activated. If the Client purchases additional data communications in advance, it only costs € 4.99 per Mbit, excluding Dutch VAT.

Cancellation

Unless explicitly agreed otherwise in writing, the contract term will be concluded for the duration of one year. The agreement will be extended automatically by the same period, unless the agreement is terminated in writing or by email to helpdesk@nic.com.be towards the end of the agreed period and at least three months before the end of the contract term by a person authorized to that end, stating the domain name and subscription form or other service concerning the agreement to be terminated. Cancellations which are submitted later result in an automatic extension of the service pack. The notice period starts on the day .com.be B.V.B.A. receives the notice of termination. To terminate the service, the Client can contact the administrative department of .com.be B.V.B.A.. To that end, the Client may use the email address helpdesk@nic.com.be. The administrative team will assist the Client in the cancellation process. We would like to point out to the Client that no refunds are given. .com.be B.V.B.A. will confirm the cancellation request as soon as it is processed. In the event that the Client does not receive confirmation of the cancellation at short notice after sending, the Client must get in touch with .com.be B.V.B.A. as soon as possible. Cancellation and/or suspension of services does not release the Client from paying the outstanding balance due in respect of the account.

Non-payment

In the event of overdue payment, .com.be B.V.B.A. will be fully entitled to suspend the provision of its services with immediate effect. If the Client then pays .com.be B.V.B.A., the latter will lift the suspension of its services within three working days from receipt of the payment of the costs as well as € 45, excluding Dutch VAT, for administrative /reconnection fees. .com.be B.V.B.A. will not be responsible for any consequences arising from the suspension of services in respect of the Client for overdue payment. If .com.be B.V.B.A. does not receive the amounts due within the term of payment, the Client will owe statutory interest on the outstanding amount without any notice of default being required. If the Client fails to pay the amount owed after the payment term referred to has expired, the claim for collection may be passed on, in which case the Client will be liable, apart from the total amount then owed, for full payment of extrajudicial and judicial costs including any and all costs charged by external experts in addition to the costs established at law relating to the collection of said claim or otherwise by operation of law, the amount of which is established at a minimum of 15% of the total amount.

Other conditions

.com.be B.V.B.A. is authorized to adapt the Terms and Conditions without written notification to the Client. After notification to the Client and with due regard for a term of one (1) calendar month, .com.be B.V.B.A. is authorized to increase the prices and rates of products and Services it delivered. Price reductions are implemented as per contract renewal. Prices may be modified by .com.be B.V.B.A. no more than twice a calendar year. In this respect, .com.be B.V.B.A. will state the amount and effective

date of the increase. With regard to price increases of 15% or more, the Client will be authorized to terminate the agreement in writing or per email to helpdesk@nic.com.be within seven (7) days after the notification was sent. In that case, the contract will be terminated as per the effective date of the price increase. Price changes will take effect in the next invoice cycle.

Article 6 Obligations of the Client

1. The Client will make all details and documents .com.be B.V.B.A. requires for the accurate execution of the instruction given, available in good time and in the form and manner desired.
2. The Client guarantees the correctness, completeness and reliability of the details and documents made available to .com.be B.V.B.A.. .com.be B.V.B.A. will not be liable for loss arising from incorrect or incomplete information provided by the Client.
3. The Client is obliged to ensure .com.be B.V.B.A. has the correct personal and address details at its disposal at all times. The Client must always inform .com.be B.V.B.A. in time of any changes in said details by logging on to the website of .com.be B.V.B.A. and change the details there.
4. The Client indemnifies .com.be B.V.B.A. against claims from third parties related to rights of intellectual property to material or details provided by the Client, which are used in the execution of the Agreement.
5. If the Client provides .com.be B.V.B.A. with data carriers, electronic files or software etc., the Client will guarantee that those data carriers, electronic files or software are free of viruses and defects.

Article 7 Rules of conduct

1. The Client is not allowed to use the services offered by .com.be B.V.B.A. for acts contrary to the law, public order or morality.
Among others, the following are considered to be use contrary to the law, public order or morality:
 - Material in which an intellectual property right (e.g. copyright, trademark rights etc.) of another person is vested;
 - Material which is threatening, discriminatory, obscene, pornographic and offensive;
 - Websites which contain illegal activities;
 - Websites which may cause damage to the servers of .com.be B.V.B.A. or other servers on the internet.
2. The Client is not allowed to install links to websites which do not meet the Terms and Conditions of .com.be B.V.B.A..
3. Websites selling or executing bulk email are not allowed.
4. The Client is not allowed to maintain websites with Pirated software, Hacker programmes or archives, Warez sites, MP3 files, Shareware, sound, video, image and multimedia archives and IRC bots, or websites containing links referring to websites containing the above.
5. The Client must refrain from spam, flames and mail bombs.
7. The following activities are forbidden to the Client:
 - Sub-hosting;
 - Mirror sites;
 - Use of sites as distribution points;
 - Sites with file distribution as a primary objective.

Article 8 Rights of .com.be B.V.B.A.

1. .com.be B.V.B.A. has the right to institute further rules for the use of .com.be B.V.B.A..
2. .com.be B.V.B.A. reserves the right to send email, including newsletters, to the Client.
3. .com.be B.V.B.A. has the right to refuse known spammers or to block them.
4. .com.be B.V.B.A. has the right to refuse or terminate a service without giving reasons.

Article 9 Force majeure

1. .com.be B.V.B.A. is not obliged to fulfil any obligation if it is impeded to do so as a consequence of any circumstance for which it cannot be blamed and which is not payable by .com.be B.V.B.A. by virtue of the law, a juristic act or generally accepted practice.
2. Apart from what is understood by it in law and legal precedents, force majeure in these General Terms and Conditions shall be taken to mean any and all external causes, whether foreseen or not, outside the sphere of influence of .com.be B.V.B.A. but which prevent it from fulfilling its obligations. Strikes in the company of .com.be B.V.B.A. are included

therein.

3. .com.be B.V.B.A. also has the right to invoke force majeure if the circumstance which impedes (further) fulfilment arises after .com.be B.V.B.A. should have fulfilled its obligations.

4. .com.be B.V.B.A. has the right to suspend the obligations of the agreement during the time the force majeure persists. If said period lasts longer than two months, each of the parties will be entitled to terminate the agreement without any obligation to compensate the loss to the other party.

Article 10. Liability

1. .com.be B.V.B.A. is never liable for loss suffered by the Client or a third party as a consequence of an act or omission by .com.be B.V.B.A. or a third party engaged by .com.be B.V.B.A..

2. Therefore, .com.be B.V.B.A. is neither liable for direct nor for indirect loss. .com.be B.V.B.A. is not obliged to compensate trading loss, loss of profits, loss as a consequence of the internet being down and/or inaccessible or loss caused by leaked confidential information.

Article 11 Confidentiality

1. Parties will mutually observe secrecy with regard to any and all details the relevant party has become aware of within the scope of a relationship governed by these General Terms and Conditions, and of which it should be clear that the other party wishes them to remain secret.

Article 12 Disputes and applicable law

1. Dutch law applies to any and all agreements between .com.be B.V.B.A. and the Client.

2. Any and all disputes regarding any matter to which these Terms and Conditions apply, will be brought before the District Court of The Hague (the Belgium), Sub-District Section, Delft location.

We reserve the right to modify this agreement at any given time by publishing the modified terms and conditions on this page.