

ARTICLE 1. DEFINITIONS.

In these Terms and Conditions, the following definitions are used, both singular and plural.

- 1.1. General Terms and Conditions: the present General Terms and Conditions, regardless of the form in which they are made known.
- 1.2. Space-Node: office located and established in Almelo.
- 1.3. Client: the party to whom Space-Node's offer is addressed, with whom Space-Node has concluded the agreement or on behalf of whom the legal act has been/will be performed, on the basis of which Products or Services will be delivered to this party.
- 1.4. Products: any moveable property that is the subject of any offer, quotation, agreement or other legal act in the relationship between Space-Node and Client.
- 1.5. Services: all work and other activities that are the subject of any offer, quotation, agreement or other legal act in the relationship between Space-Node and Client.
- 1.6. Agreement: any mutual acceptance, confirmed in writing, regarding Space-Node's services. Electronically placed orders expressly included hereunder.
- 1.7. Written: in these terms and conditions, this means correspondence by letter or e-mail.

ARTICLE 2. QUOTATION, OFFER AND ACCEPTANCE

- 2.1. Space-Node will prepare an offer indicating what is included in the Service and the amount due upon acceptance will be due. Only the description of the Service indicated in the quotation is binding. It is also possible for Customer to use the electronic ordering process on the website in order to purchase the Service. In order to purchase the Service. The website also states the amount that will be owed, and the description of the service on the website is also binding. The description of the Service on the website is also binding.
- 2.2. A quote is non-binding and valid until 14 days after it has been sent by Space-Node, unless otherwise indicated in the quotation.
- 2.3. If any data provided by the client proves to be incorrect, Space-Node has the right to adjust its prices accordingly. prices.
- 2.4. On the agreement are at all times these General Terms and Conditions applicable, unless otherwise agreed upon in writing. Otherwise agreed upon. In addition to the General Terms and Conditions, for specific products and/or Additional terms and conditions may apply to specific products and/or services. These terms and conditions will be made available by Space-Node before or during the conclusion of the agreement, in principle, by means of a direct hyperlink.
- 2.5. Terms or conditions set by the client that differ from, or do not appear in, these Terms and Space-Node are only binding for Space-Node if and as far as Space-Node explicitly accepts these in writing. Accepted by Space-Node in writing.
- 2.6. After acceptance, the agreement may only be modified by mutual consent.
- 2.7. The agreement runs from the moment on which notification of acceptance by the client is received by Space-Node. is received by Space-Node.
- 2.8. If the client registers with Space-Node, the client guarantees to be eighteen (18) years old or older or to have the permission of Space-Node. to be eighteen (18) years of age or older, or to have the permission of one or more legal representative(s).
- 2.9. If client orders a custom service such as a domain name, dedicated server or colocation, the right of revocation will be right of withdrawal shall lapse immediately.
- 2.10. Space-Node is entitled to make a refund to the client's account at Space-Node minus the transaction and possible administration costs.

ARTICLE 3. PERFORMANCE OF THE SERVICE

- 3.1. After the establishment of the agreement, Space-Node will perform the service as soon as possible in accordance with the quotation, electronic order or the order by letter.
- 3.2. Unless otherwise agreed upon in writing, Space-Node guarantees that the service will be performed to the best of its ability to be performed to the best of its ability under the application of sufficient care and skill.
- 3.3. If and to the extent a proper execution of the service requires it, Space-Node has the right to have certain activities performed by third parties. Possible additional costs related to this will be charged to the client, unless otherwise agreed upon.
- 3.4. Client is obliged to do everything that is reasonably necessary and desirable to make a timely and correct execution of the service possible.
- 3.4 The Client shall be obliged to do and do everything that is reasonably necessary and desirable to enable the timely and proper performance of the service. In particular, Customer shall ensure that all data, of which Space-Node indicates that it is necessary or of which the client should reasonably understand that they are necessary for the execution of the service, will be provided to Space-Node in a timely manner.
- 3.5. Space-Node is not permitted to independently make changes to the material provided by Client provided by Client without the prior consent of Client, except for changes that Space-Node deems necessary for the proper performance of the service and which do not alter the essential content of the material.
- 3.6. If such is part of the service, Space-Node will provide Client with an administrative username and password. With these credentials, Client will have access to an administrative account and a management tool through which Client may, at its discretion, manage delivery of the service and manage accounts for individual manage accounts for individual users and set the options and limitations for these individual users of the service, all within the all within the limits specified in the Agreement.
- 3.7. Any action done through the administrative account or an account of an individual user shall be deemed to take place under the responsibility and risk of the client. Space-Node will not be held be held liable for this. In case of suspicion of misuse of an account, client is to inform Space-Node as soon as possible. Space-Node as soon as possible so that Space-Node can take measures.
- 3.8. Delivery times given by Space-Node have, unless explicitly indicated in writing, always been Space-Node will always be indicative. Space-Node is, even in the case of an agreed Space-Node is only in default after Client has given him a written notice of default.
- 3.9. Exceeding of agreed upon delivery times, whatever the cause, does not give right to compensation, unless agreed upon otherwise in writing.
- 3.9. Exceeding agreed delivery times for whatever reason shall not entitle the Client to compensation, unless otherwise agreed in writing.
- 3.10. Space-Node has the right to put delivered products and services (temporarily) out of use and/or to limit the use thereof, or not or only to a limited extent, if the client does not fulfill any agreement, does not fulfill any obligation towards Space-Node or acts in violation of these terms and conditions.

ARTICLE 4 PRICES AND RATES, ADDITIONAL WORK

4.1. All prices and rates stated by Space-Node are in Euros, unless expressly stated otherwise in writing. 4.2. All prices and rates stated by Space-Node are inclusive of sales tax (VAT). Any other government levies, as well as transport and delivery costs or travel and accommodation costs are not included in the prices, unless expressly stated otherwise in writing. 4.3. If the Agreement is a continuing performance agreement, Space-Node shall be entitled to increase the rates charged at any time. To this end, Space-Node shall inform Client, via website or email at least 1 (one) month in advance of rate changes. Client has the right to terminate the Agreement in the event of a price increase, subject to 1 month's notice. 4.4. Without the possibility of termination by Client, being a company, Space-Node shall be entitled to increase all prices agreed with Client by 4% each year on January 1. 4.5. All costs arising for Space-Node from the Agreement shall be borne by the Client, unless otherwise agreed. 4.6. Obvious mistakes or errors in the offer shall not bind Space-Node.

ARTICLE 5. SERVICE AVAILABILITY.

5.1. Space-Node will make efforts to achieve uninterrupted availability of its systems and networks, and to achieve networks, and to realize access to data stored by Space-Node, but offers no guarantees in this regard unless otherwise agreed upon in the quotation or the electronic order procedure by means of a Service Level Agreement (SLA). As far as not otherwise provided in such SLA, the availability is subject to the availability the provisions of this article shall apply.

5.2. Space-Node will not make backup copies (backups) available to Client (unless otherwise specified), unless client has purchased an additional SLA for this purpose. It is the responsibility of Client to make backup copies of the data stored at Space-Node. From backups that fall outside an additional SLA and are made by Space-Node, Client cannot derive any rights from backups.

5.3. Space-Node will make efforts to keep the software it uses up-to-date. Space-Node is dependent on its supplier(s). Space-Node has the right not to install certain updates or patches if install if, in its judgment, this does not benefit a proper delivery of the service.

5.4. Space-Node will make efforts to ensure that Client can use the networks directly or indirectly connected to Space-Node's network. However, Space-Node cannot guarantee that these networks will be available at any time.

5.5. If, in Space-Node's judgment, a danger arises to the functioning of the computer systems or the network of Space-Node or third parties and/or of the service via a network, in particular by excessive sending of e-mail or other data, poorly secured systems or activities of viruses, Trojans and similar software, Space-Node is entitled to take all measures that it considers reasonably necessary to avert this danger. to avert or prevent this danger.

ARTICLE 6: CHARGEBACKS

6.1. Space-Node never obliges Customer to use the chargeback function to refund of money paid to Space-Node

6.2. If Customer uses this chargeback function, the total amount reversed plus €49. Per transaction administration fee.

6.3. Client has fourteen (14) days to pay the total reversed amount plus other administration costs, after which it will be handed over to a collection agency, with all additional consequences for Client.

ARTICLE 7: ADDITIONAL CONDITIONS GAME SERVICES

- 7.1. Space-Node is entitled to completely delete all files from the Game server after 1 day of expiration without warning of this.
- 7.2. Space-Node is entitled to delete log files and backup plugins without warning thereof.
- 7.3. Space-Node commits the client to use the purchased service for its intended purpose and not for any other possible illegal activities.
- 7.4. Space-Node will not be liable in case of data loss.
- 7.5. The client may only use the storage for game worlds, plugins, mods and other game related items.
- 7.6. Space-Node is entitled to suspend a service if it makes excessive use of the storage also Space-Node is entitled to delete the files of the client in question.
- 7.7. It is not allowed to use the service as backup storage. Created backups should be deleted immediately. Deleted immediately.
- 7.8. Space-Node is entitled to block certain network protocol in order to protect Client's services against protect against cyberattacks such as, but not limited to, DDoS and/or Bot attacks. Client has the right to request that this blocking be removed. Client then agrees to be moved to another system, on which this protection is not present (provided it possibly exists). Client therefore accepts not obtaining support during an attack. By blockage, Space-Node means Space-Node means blocking, but not exclusively, all UDP/ICMP traffic, and/or TCP traffic from countries outside the the EU.

ARTICLE 8. LIABILITY

- 8.1. The liability of Space-Node for direct damage suffered by client as a result of an attributable failure of Space-Node to fulfill its obligations under this agreement, or by an unlawful act of Space-Node, its employees or by Space-Node's hired third parties, will be limited per event or a series of related events to an amount, equal to the fees that client owes under this agreement per year (excluding VAT). In no event, however, shall the total compensation for direct damage exceed EUR 100 (excluding VAT).
- 8.2. Liability of Space-Node for indirect damages, including consequential damages, lost profits, missed savings, loss of (business) data and damage due to business stagnation, is excluded.
- 8.3. Outside the cases mentioned in article 8, paragraph 1, Space-Node 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, paragraph 1 will be cancelled if and to the extent that the damage is the result of willful misconduct or gross negligence of Space-Node's executive staff.
- 8.4. The liability of Space-Node due to attributable failure in the fulfillment of the agreement will only arise if client immediately and appropriately serves Space-Node with a written notice of default, setting a reasonable deadline to remedy the failure, and Space-Node continues to fail attributable in the fulfillment of its obligations even after such deadline. The notice of default must contain a description of the failure in as much detail as possible, so that Space-Node is able to respond adequately.
- 8.5. Space-Node will never be liable for damages caused by force majeure.
- 8.6. The condition for the existence of any right to compensation is always that client reports the damage in writing to Space-Node within 30 days after its occurrence.
- 8.7. Client will indemnify Space-Node for all claims of third parties for liability due to a defect in the service provided by Client to a third party that consisted partly of goods, materials or results supplied by Space-Node.

ARTICLE 9. BREAKDOWNS AND FORCE MAJEURE

9.1. Space-Node has the right to temporarily take its systems, including the Website, or portions thereof out of service for the purpose of maintenance, modification or improvement thereof. Space-Node will attempt to have such a shutdown take place outside of business hours as much as possible, and will make every effort to notify the Client of the planned shutdown in a timely manner. Space-Node will, however, never be liable to pay compensation for damages in connection with such taking out of service. 9.2. Space-Node 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 results in a significant change in functionality, Space-Node will endeavor to notify Client. In case of modifications relevant to multiple clients, it is not possible to waive a particular modification only for Client. Space-Node will not be liable for any compensation for damages caused by such modification. 9.3. Space-Node will make every effort to inform Client of the nature and expected duration of the interruption in the event of service unavailability, due to outages, maintenance or other causes. 9.4. In case of force majeure, which in any case includes failures or breakdowns of the Internet, telecommunications infrastructure, synflood, network attack, DoS or DDoS attacks, power failures, domestic riots, mobilization, war, traffic congestion, strike, lockout, business disturbances, supply stagnation, fire, flood, import and export impediments and in case Space-Node is prevented by its own suppliers whatever the reason, is not able to deliver as a result of which fulfillment of the agreement can not reasonably be expected of Space-Node, the execution of the agreement will be suspended, or the agreement will be terminated when the force majeure situation has lasted longer than ninety days, all without any obligation to pay damages. 9.5. When a force majeure situation has lasted longer than sixty (60) days, the parties have the right to terminate the agreement in writing. The Customer shall in any case continue to owe the rate for the month in which termination took place.

ARTICLE 10. PAYMENT TERMS

- 10.1. The client's obligation to pay commences at the time the agreement is established. The payment refers to the period starting on the day of the actual provision of products and services of Space-Node.
- 10.2. Space-Node will send an invoice to client for the amount due by client. The payment term of this invoice is 14 days after the date of the invoice, unless otherwise indicated on the invoice or otherwise agreed upon in the agreement.
- 10.3. Client agrees to electronic invoicing by Space-Node.
- 10.4. Notwithstanding the previous paragraph, Space-Node is not required to send an invoice if the Agreement is a term agreement. On a monthly basis or any other agreed upon period, Client will pay in advance pay Space-Node the amount due for that term.
- 10.5. Fees due will be charged, depending on the term for which the agreement is entered into, upon payment in advance, if not, Space-Node reserves the right to (temporarily) stop the services. to (temporarily) shut down the services.
- 10.6. If client has not paid on time, client will be notified and a further term of payment. If payment is not made within that period, the client shall be in default without further Client shall be in default without further notice of default. The client shall then owe the statutory interest as referred to in articles 6: 119a and 6: 120 of the 6: 120 Dutch Civil Code (statutory commercial interest). If the principal is a natural person, not acting in the exercise of a profession or business, he shall then owe the statutory interest as referred to in article 6: 119 Dutch Civil Code.
- 10.7. If due amounts cannot be collected or are not received due to the fault of the client, Space-Node Space-Node will in any case charge 5 euro for administration costs. The administration costs will be increased to a maximum of 25 euro if client remains negligent to pay the debt of Space-Node is forced to hand over its claim. Also is client in the last mentioned case is also bound to a reasonable compensation of extrajudicial costs, including all costs as meant in article 6: 96 Civil Code.
- 10.8. If Space-Node had to make additional (other than above-mentioned) costs in order to collect of the amount due, these will be recovered from the client.
- 10.9. If Client is of the opinion that the charged costs are incorrect, Client can communicate the objections to Space-Node within two weeks from the invoice date. Upon receipt of the objection Space-Node will investigate the correctness of the invoice amount.
- 10.10. The claim for payment is immediately claimable in case client is declared bankrupt, applies for suspension of payment or if there is a total seizure of assets of client, the principal dies and furthermore, if the principal goes into liquidation or is dissolved.
- 10.11. In the above-mentioned cases, Space-Node will have the right to execute the agreement or any part of the agreement that has not yet been executed, without notice of default. Executed part of the agreement without notice or judicial intervention, without any right to compensation of damage for client that may arise as a result.

ARTICLE 11: UP- DOWNGRADING OF PRODUCTS

- 11.1. The client is free to up- or downgrade its services.
- 11.2. When downgrading, the client will receive a recalculation of the current month.
- 11.3. Any refunds will be settled on the next invoice.
- 11.4. Outstanding refund fees are not paid and expire after 6 months.

ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. All intellectual property rights to all materials, software, analyses, designs, documentation materials, software, analyses, designs, documentation, advice, reports, offers, as well as preparatory material thereof, belong exclusively to Space-Node or its licensors. Preparatory material thereof, belong exclusively to Space-Node or its licensors.
- 12.2. Client obtains only the user rights and powers that arise from the scope of the agreement or granted in writing and for the rest, client will not reproduce or publish the software or other materials or other materials.
- 12.3. The Client is not permitted to reproduce or disclose any copyright, trademark, trade name or other intellectual property rights in the materials. The Client shall not be permitted to remove or change any designation concerning copyrights, trademarks, trade names or other intellectual property rights from the materials, including indications concerning the confidential nature and secrecy of the materials.
- 12.4. Space-Node is permitted to take technical measures to protect the materials. If Space-Node has secured the materials through technical protection, Client is not permitted to remove or circumvent such security.
- 12.5. Any use, reproduction or disclosure of the materials beyond the scope of the Agreement or rights of use granted will be considered a copyright infringement.
Client will pay to Space-Node an immediately due and non-deductible fine of 2,000 euros per infringing act, without prejudice to Space-Node's right to recover its damages from the infringement or be allowed to take other legal action to have the infringement terminated termination.

ARTICLE 13: ILLEGAL ACTIVITIES

- 13.1. Article 15 applies to all our products and services.
- 13.2. Space-Node is at all times entitled to suspend Client's service in case of (suspected) abuse of the service and to charge an administration fee for this.
- 13.3. Space-Node is at all times entitled to suspend all services of Client in case of abuse of one or more services.
- 13.4. Space-Node prohibits client from using the service for sending spam emails or using it as a (D)DoS network.
- 13.5. Space-Node prohibits Client from using the service for scams.
- 13.6. Space-Node prohibits Client from using the service to disclose legally punishable material and/or use it for legally punishable purposes.
- 13.7. Space-Node forbids the customer to use the service to host material that is protected by copyright. Copyrighted material.

ARTICLE 14: SPONSORSHIP

14.1. All products moved and/or created to Space-Node through sponsorship agreement is and shall remain the property of Space-Node unless otherwise agreed upon in writing. 14.2. In the event that the other party does not fulfill its agreements or if there is a suspicion of fraud, Space-Node has the right to suspend the services related to the sponsorship until a solution is found. 14.3. Should the other party wish to terminate the sponsorship, 30 (thirty) days notice must be given. If this is not done, the costs incurred will be charged. Also, any services will be suspended until the full amount is received. 14.4. Space-Node has the right to immediately terminate the sponsorship should illegal activity be observed on any of the services.

ARTICLE 15. CONFIDENTIALITY

15.1. The parties will treat information that they provide to each other before, during or after the execution of the agreement, keep confidential when such information is marked as confidential or when the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties shall also impose this obligation also to their employees as well as to third parties engaged by them for the execution of the agreement.

15.2. Space-Node will not take cognizance of data that Client stores and/or disseminates through the systems of Space-Node, unless this is necessary for the proper execution of the Agreement or Space-Node is obliged to do so by virtue of a statutory provision or court order. In this case, Space-Node will make every effort to prevent the limit access to the data as much as possible, insofar as this is within its power.

ARTICLE 16. AMENDMENTS GENERAL TERMS AND CONDITIONS

16.1. Space-Node reserves the right to modify or supplement these Terms and Conditions.

16.2. Amendments shall also apply in respect of Agreements already concluded, subject to a period of 30 days after publication of the modification on the website of Space-Node or by electronic notification. Changes of minor importance may be made at any time.

16.3. If Client does not wish to accept an amendment to these terms and conditions, it may, until the date on which the new terms and conditions become effective, it may terminate the Agreement by that date.

ARTICLE 17. FINAL PROVISIONS

18. Dutch law shall apply to this agreement. 19. Insofar as not otherwise prescribed by the rules of mandatory law, all disputes arising from this agreement will be submitted to the competent Dutch court in Amsterdam. 20. Should any provision of this agreement prove to be invalid, this shall not affect the validity of the agreement as a whole. The parties will in that case determine (a) new provision(s) to replace it, which as much as is legally possible gives shape to the intention of the original agreement and general conditions. 21. In these terms and conditions, "in writing" also includes e-mail and communication by fax, provided that the identity and integrity of the e-mail or fax has been sufficiently established. 22. The by Space-Node received or stored version of any communication, made in measurement (monitoring), will be considered authentic, subject to evidence to the contrary to be provided by client. 23. Parties shall always promptly notify each other of any changes in name, postal address, e-mail address, telephone number and, if requested, bank or giro account number. Client must make these changes through Space-Node portal. If Client is demonstrably in default and can no longer be reached under any of the last provided contact information, Space-Node has the right to terminate paid services at the end of the contract term and to cancel unpaid services immediately. 24. Each Party is only entitled to transfer its rights and obligations under the contract to a third party with the prior written consent of the other Party. 25. The General Terms and Conditions are drawn up in Dutch.