ICT~OFFICE TERMS AND CONDITIONS

Module 14 Internet access

1. Applicability

1.1 The ICT~Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier provides services in respect of access to the internet.

1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

2. Services

2.1 The Supplier shall provide the Client with the services agreed between the parties in respect of access to the internet in accordance with the specifications agreed in writing. After entering into the agreement between the parties the Client shall be granted access to the internet, whereby the Supplier shall observe its standard connection periods.

2.2 The Supplier shall be entitled at all times to impose reasonable restrictions in relation to the transmission speeds and the Client's volume of data traffic.

2.3 The Supplier shall only make efforts to make available one or more (leased) lines with a capacity agreed in writing between the parties where this has been agreed in writing. The Supplier shall at all times consider favourably any request by the Client for an increase in the capacity of a (leased) line, however the Supplier shall not guarantee that such requests will be granted in all cases. The Supplier shall be entitled to impose further conditions in the event that it grants such a request.

2.4 The Supplier shall at all times be entitled to change the content and scope of the agreed service in respect of access to the internet if it deems this desirable for technical or commercial reasons.

2.5 The parties shall agree on a location or point from which the Client shall be provided with access to the internet. If the Client wishes to change or move its connection to the internet, it shall submit a written request to the Supplier to grant its cooperation in this regard. The Supplier may not refuse to grant its cooperation to such a request on unreasonable grounds. The Supplier may at any time attach (financial) conditions to the granting of such a request.

2.6 The Supplier shall provide all services on the basis of a best efforts obligation, unless and in so far as the Supplier has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.

2.7 Except where agreed otherwise, the Client shall be responsible for the use of the service and the way in which the results of the service are used. The Client shall also be responsible for training given to and use by users, regardless of whether or not there is a relationship of authority between the Client and these users.

3. Domain names

3.1 Except where agreed otherwise in writing, the service provided by the Supplier pursuant to the agreement shall not include applying for and/or registering one or more domain names with a competent authority, or arranging for this to be carried out.

3.2 If, contrary to Article 3.1, the Supplier applies for and/or registers one or more domain names on behalf of the Client with or via the intermediary of a third party, the conditions imposed by the third party in question shall apply mutatis mutandis. Upon request, the Supplier shall provide the Client with a written copy of these conditions. All costs associated with the application and/or registration process shall be payable by the Client according to the agreed rates. If no rates have been agreed, the Supplier's standard rates shall apply.

3.3 The Supplier shall not guarantee that the domain name desired by the Client shall be assigned to the Client.

3.4 The Supplier shall not be responsible for the content and composition of the domain name or the use of the domain name. The Client shall guarantee the Supplier that it is entitled to use the domain name and that such use is not unlawful vis-à-vis one or more third parties. The Client shall indemnify the Supplier against any claims by third parties in relation to the domain name, even if the Client's domain name was not registered by the Supplier.

4. Facilities, IP addresses and other codes

4.1 The Client must have access to facilities that are suitable for accessing the internet, such as - but not limited to - adequate hardware and software.

4.2 The Supplier shall deploy one or more IP addresses within the context of its service to the Client. The Supplier shall exclusively determine whether the Client shall be provided with a static or a dynamic IP address. The Supplier shall determine the format and standard of the IP addresses.

4.3 The Client shall guarantee that IP addresses will not be misused in any way or under any circumstances.

4.4 The Supplier shall provide the Client with the codes and settings required in order to access the internet from the Client's (computer) system. The Client itself shall be responsible for ensuring that these codes and setting are entered into its (computer) system correctly.

5. Misuse of the internet

5.1 If the Supplier imposes general rules of conduct that apply to all of its clients, the Supplier shall issue these to the Client upon request and the Client shall be obliged to comply with these rules of conduct strictly and in full. The Client shall behave towards third parties with due care and in a lawful manner at all times and in all cases. The Client shall at all times specifically respect the intellectual property rights and other rights of third parties, as well as the privacy of third parties, and shall refrain from distributing data in contravention of the law and from providing illegal access to systems, distributing viruses or other harmful programs, committing offences and from infringing any other statutory obligations.

5.2 With the aim of avoiding any liability vis-à-vis third parties or limiting the consequences of this, the Supplier shall be entitled to take measures in relation to an act or omission by or at the risk of the Client. The Client shall be obliged to remove information immediately at the first written request of the Supplier. If it fails to do so, the Supplier shall be entitled to prevent access to the internet at its own discretion. In the event of the infringement or imminent infringement of the provisions of Article 5.1, the Supplier shall also be entitled to refuse the Client access to the Supplier's systems with immediate effect and without prior notice. The foregoing expressly does not affect any other measures or the exercising of other rights by the Supplier vis-à-vis the Client. In this case, the Supplier shall also be entitled to terminate the agreement with immediate effect, without this resulting in any liability vis-à-vis the Client.

5.3 The Supplier cannot be required to form an opinion on the validity of the claims of third parties or of the Client's defence, or to become involved in any way in a dispute between the Client and a third party. The Client will need to consult with the third party in question and provide the Supplier with information in writing that is properly substantiated with documents.

6. Faults

6.1 If agreed between the parties in writing, the Client may notify the Supplier of a fault in writing in the manner specified by the Supplier. Where this is the case, the Supplier shall make efforts to rectify the fault in accordance with the agreements made between the parties in writing. If the Supplier deems the cooperation of the Client to be necessary or desirable for the purpose of investigating a fault, the Client shall grant any cooperation deemed by the Supplier to be useful, necessary or desirable. The Supplier shall be entitled to charge a fee if the fault is connected to negligent or improper use by the Client or failure to comply with instructions for use.

6.2 The Supplier shall at all times be entitled to close down access to the internet in part or in full.

7. Term

7.1 The agreement shall be entered into for the term agreed between the parties. If no term has been agreed, a term of one year shall apply. The term of the agreement shall be extended automatically by the term of the original period each time, unless the Client or the Supplier terminates the agreement in writing with due observance of a notice period of three months prior to the end of the period in question.

8. Payment

8.1 If an invoicing schedule has not been explicitly agreed, all amounts relating to the service provided by the Supplier shall in each case be payable in advance each calendar month.

8.2 The Client shall not be permitted to carry out activities intended to influence the amounts payable by the Client or to arrange for such activities to be carried out.

9. Guarantee

9.1 The Supplier shall not guarantee the uninterrupted availability of the bandwidth agreed between the parties, where applicable. The Supplier shall also not guarantee that the Client will have uninterrupted and unlimited access to the internet at all times.