

# Terms & conditions

ARGO-ICT

Please note that the Dutch version of the Terms & Conditions is binding. The English Terms & Conditions are a free translation of the Dutch 'Algemene Voorwaarden'.

**Last amended on 18-11-2019**  
**Version 1.1**

# 1. Definitions

## 1.1 Terms & Conditions

The in this document mentioned Terms & Conditions

## 1.2 ARGO-ICT

Company and place of business established in Didam. Registered under the Dutch “Chamber of Commerce” number: 67569978.

## 1.3 Instructing Party

Party to whom ARGO-ICT her offer has been directed or with whom ARGO-ICT has reached an agreement or the party wich ARGO-ICT offers her services.

## 1.4 Services

The in an agreement or offer mentioned material (hardware and systems) made available by ARGO-ICT and immaterial (knowledge, man-hours) goods. This concerns ARGO-ICT managed hosting and ARGO-ICT managed hosting services.

## 1.5 Agreement

A reciprocal acception regarding services that ARGO-ICT will be delivering to the instructing party.

## 1.6 Website

The domains on wich ARGO-ICT displays her services to her customers. These include the following domains: [www.argo-ict.com](http://www.argo-ict.com), [www.argo-ict.nl](http://www.argo-ict.nl) and \*.argo-ict.net

## 1.7 SLA

A Service Level Agreement. An additional document in which prestations regarding to the services from ARGO-ICT will be specified.

## 1.8 GDPR (AVG)

The General Data Protection Regulation. The law in which the protection en processing of personal data is specified.

## **2. Applicability**

### **2.1 All services**

The Terms & Conditions are applied on all services delivered by ARGO-ICT and is part of every other agreement.

### **2.2 Amendments**

ARGO-ICT has the rights to apply changes to the Terms & Conditions if necessary. The most recent version always applies.

ARGO-ICT will inform her customers if the Terms & conditions are changed.

# 3. Availability and performance

## 3.1 Availability

ARGO-ICT takes all technical and organisational measures to obtain a high availability on her services.

## 3.2 Maintenance

ARGO-ICT has the rights to temporarily switch off (parts of) her services to perform maintenance.

## 3.3 Performance

Without an SLA ARGO-ICT can't guarantee minimum or maximum performance on her services.

## 3.4 Liability

ARGO-ICT can not be held liable for any direct or indirect damage regarding accessibility or reduced performance from her services.

## 3.5 Replacement provisions in Service Level Agreement

If a Service Level Agreement has been agreed in writing between ARGO-ICT and the client, then the provisions mentioned therein are leading. Performance and availability guarantees can be given here.

# 4. Lawful use of services

## 4.1 Unlawful activities

The client is prohibited from using the services for activities that infringe on the rights of third parties or is in conflict with Dutch or European laws and regulations.

This includes, but is not limited to, the use of services for:

- a) causing damage to a (minor) person or persons;
- b) facilitating drug and arms trade;
- c) encouraging or facilitating terrorism;
- d) saving or distributing (child) pornography;
- e) storing or distributing sexually explicit images without the permission of the filmed;
- f) encouraging, executing or promoting illegal activities;
- g) offering illegally acquired or copied content;
- h) executing activities that are in conflict with Dutch or European legislation.

## 4.2 Liability of client and indemnification ARGO-ICT

The client declares, when taking a service, to assume all responsibility and liability for the content on the systems within these services.

The client indemnifies ARGO-ICT for any form of liability and claims from third parties for the use of the services.

## 4.3 Detection of unlawful use

Upon detection of unauthorized use of the services by the client, ARGO-ICT has the rights to suspend the delivery of the services, to take legal follow-up steps and to remove the content or to secure it for further investigation by a competent authority.

## 4.4 Suspension and unencumbered payment obligation

The suspension of services as a result of unlawful use of the services does not reduce the client in its payment obligation to ARGO-ICT until the end date of the agreement has been reached.

#### **4.5 Changes in legislation and undiminished payment obligation**

If an amendment to the law takes place whereby an already purchased ARGO-ICT service contains content that is considered unlawful from that moment on, the payment obligation remains in force until the end date of the contract has been reached and the full agreed amount has been paid.

The client has the duty to assess whether the content it has placed may be regarded as unlawful by Dutch or European legislation and regulations.

# 5. Prices and rates

## 5.1 Rates on the website

All rates mentioned on the website are excluded of VAT unless expressly stated otherwise. Prices mentioned on a offer are valid for 14 days after the offer date stated on the quotation;

## 5.2 Increase of price(s)

The prices can be increased by ARGO-ICT.

An increase of price will be announced at least one month in advance.

## 5.3 Cancellation

An increase of price within the provisions mentioned in this article does not entitle the client to terminate the contract if the minimum contract duration and end date have not yet been reached.

## 5.4 Price-fixing

If a price is based on data provided by Customer and this data appears to be incorrect, then ARGO-ICT has the right to adjust the prices accordingly, even after the Agreement has already been concluded.

## 5.5 Price Inconsistency

Rates, on the ARGO-ICT Website are subject to programming and typing errors. In the event of any inconsistency between the Website and the Agreement, the Agreement prevails.

# 6. Payment

## 6.1 Term of payment

For invoices, a payment period of 14 days after the invoice date applies, unless agreed otherwise in writing.

## 6.2 Payment

Payment is made by the client via;

- a) a transfer with the invoice number;
- b) an iDeal payment via a web address provided by ARGO-ICT to the relevant client;
- c) an automatic collection by ARGO-ICT.

## 6.3 Reminders

If payment is not made within the payment term of 14 days, a reminder will be sent. This does not entail additional costs.

## 6.4 Payment default

If the Customer is in absence, ARGO-ICT has the following right:

Hosted websites and other Materials may be made inaccessible without further warning until the outstanding amounts, interest and the like have been paid.

## 6.4 Direct debit costs

Collections costs will be charged if the outstanding invoice is not paid within 30 days.

## 6.5 Calculation of collection costs

Incassokosten worden berekend over de gehele openstaande rekening, de rekening is het cumulatief van alle openstaande facturen.

## 6.6 Minimal and maximum costs of collections

The minimum collection costs are € 40, -. This amount is the minimum amount that can be charged to collection costs regardless of the amount of the outstanding invoice.

The maximum collection costs are shown in table 1.

**Table 1:**

<b>Amount of the outstanding account</b>	<b>Maximum collection costs (percentage)</b>
About the first € 2.500	15%
About the next € 2.500	10%
About the next € 5.000	5%
About the next € 190.000	1%
Above € 200.000	0,5%

# 7. Start, duration and end of an agreement

## 7.1 Start of an agreement

The agreement starts after showing mutual acceptance by:

- a) to go through the application process via the website and to agree to the delivery scope and payment obligation;
- b) agreeing a delivery of services in writing;
- c) to approve a written offer.
- d) paying an invoice sent by ARGO-ICT that describes a continuous service such as web hosting.

## 7.2 Minimum duration

All agreements have a minimum duration of 1 month unless otherwise agreed in writing.

## 7.3 Cancellation

Termination is possible on a monthly basis after the contract date and without entering into a new contract.

ARGO-ICT reserves the right to unilaterally terminate the agreement at any time. This is a possibility with:

- a) a past with multiple records of payment negligence at ARGO-ICT;
- b) a suspicion of unlawful use of the services;
- c) no longer exploiting a service, whereby the user is notified at least one month prior to termination of the service;
- d) bankruptcy by ARGO-ICT.
- e) the client's bankruptcy has been filed.

# 8. Confidentiality

## 8.1 Sharing of information

ARGO-ICT and the client commit to mutual confidentiality of all confidential information that has been taken note of. Both parties also impose this obligation on the employees and third parties involved.

## 8.2 Classification to confidential information

Information is in any case classified as confidential if one of the parties indicates whether it contains the following contents:

- a) personal data (including: name, address and residence details, IP addresses and biometric data);
- b) logs of use of the services;
- c) system designs and documentation;
- d) usernames, passwords, access codes and number combinations for both physical and virtual systems.

## 8.3 Communication channels

All information and data which can reasonably be considered to be somewhat confidential, or relate to the purchase of one of the services, are only communicated by ARGO-ICT via the appropriate channels with which processors have also concluded agreements.

The client also has the obligation to exchange information itself via these channels only, in order to guarantee confidential treatment of the information.

# 9. Liability

## 9.1 Insurances

ARGO-ICT is responsible for having a business liability insurance and legal assistance insurance.

## 9.2 Liability in case of direct damage

In case of direct damage caused by acts of ARGO-ICT, the liability of ARGO-ICT is limited to the amount paid by its insurer.

If the insurer of ARGO-ICT does not pay, the liability of ARGO-ICT is limited to a maximum of the amount that the client has paid to ARGO-ICT in the past 3 months

## 9.3 Liability in case of indirect damage

ARGO-ICT is not liable for indirect damage, including lost income or injury resulting from the unavailability of the services.

# 10. Data processing

## 10.1 Personal Data

Personal data, which are obtained when requesting our services via the website, are processed according to our privacy policy.

## 10.2 GDPR

ARGO-ICT makes an effort to comply with the General Data Protection Regulation.

ARGO-ICT will never intentionally make personal information publicly available, sell it to third parties or use it for advertising purposes.

## 10.3 Applicable privacy policy

See for the complete privacy policy and more information:

[www.argo-ict.com/docs/privacypolicy.pdf](http://www.argo-ict.com/docs/privacypolicy.pdf)

# 11. Other provisions

## 11.1 Dutch law

Dutch law applies to the Agreement.

## 11.2 Validity of the agreement

If any provision of the Agreement appears to be void, this does not affect the validity of the entire agreement. In that case, the parties will adopt (a) new provision (s) as a replacement, which will give shape to the intention of the original Agreement and General Terms and Conditions as much as legally possible.

## 11.3 Data change

Parties shall always inform each other immediately In Writing of any changes in name, postal address, email address, telephone number and, if requested, bank or giro account number.