

General Terms and Conditions

Last updated: 07-03-2021



1. Applicability of general terms and conditions

- 1.1 The general conditions apply to all offers, quotations, work, orders, agreements and deliveries of services or products by or on behalf of HostValues.
- 1.2 Only by agreeing to HostValues' terms and conditions can the customer use the service(s) offered.
- 1.3 HostValues reserves the right to modify the terms and conditions without notice.

2. Prices

- 2.1 All prices charged by HostValues are in euros, include VAT and exclude any other costs such as: administration costs, unless explicitly stated otherwise or agreed upon.
- 2.2 Adjustments in prices of offered active services of HostValues may be implemented provided they are communicated to the customer at least 14 days prior to commencement.
- 2.3 Prices for products without a current subscription may be changed at any time without notice.
- 2.4 The consumer has the right to terminate the agreement with HostValues if he does not agree with the price adjustment.

3. Effects

- 3.1 If the customer does not pay within the agreed period HostValues will send the first reminder. One day after the first reminder HostValues will send another reminder. HostValues will send another reminder two days after the first reminder, if the invoice has not been paid yet.
- 3.2 If the payment term of an invoice has been exceeded, HostValues is entitled to stop the service and remove the service completely.
- 3.3 If the service is not terminated HostValues may take legal action.

4. Force Majeure

- 4.1 Force majeure includes, but is not limited to: what is included in the law, supplier failures, terrorist attacks, power outages, government measures, fire, license denial, DDoS attacks and hardware or network failures.
- 4.2 Both parties shall be entitled to terminate the agreement if the force majeure situation continues for at least 30 days or longer, neither party shall be liable for compensation for any damage in respect of such termination.
- 4.3 If the customer's service is interrupted by DDoS attacks that are too severe for HostValues' firewall, HostValues may pause the service until those attacks have stopped for at least 2 hours.

5. Liability of HostValues

- 5.1 HostValues does not guarantee reliability or accessibility of the offered services and systems. HostValues is never liable for damages resulting from failures and other interruptions in the provision of services.
- 5.2 You declare that your use of the HostValues services does not infringe the rights of third parties or rules of law and does not violate the law.

6. Agreement

- 6.1 An agreement between HostValues and a customer will be established after the first payment is made.

7. Maintenance

- 7.1 HostValues has the right to interrupt the service at any time if this is necessary for maintenance work. When the service is interrupted for maintenance work this does not qualify as downtime.

8. Illegal Activities.

- 8.1 Article 8 applies to all services and products.
- 8.2 Using HostValues services for illegal activities is not allowed.
- 8.3 Under illegal activities we mean all practices that go against the Dutch law. Such as DDoS-ing, hacking, websites related to hacking, attacks, arms trade, human trafficking, scams etc.
- 8.4 HostValues is at all times entitled to stop the Client's service in case of (suspicion of) any illegal practices.
- 8.5 HostValues is never liable for any illegal practices on services running at HostValues.

9. Delivery

- 9.1 If a customer is not satisfied the customer may cancel the service provided if this is done within the legal cooling off period the customer may request a chargeback.
- 9.2 Cancellations within the cooling-off period for a refund must always be made via a ticket on the HostValues website.
- 9.3 Unless explicitly communicated through one of the communication channels, we will refund the cost of the service by adding it to your balance at HostValues.
- 9.4 If HostValues orders a service such as a domain name, the right of withdrawal will expire immediately.

10. Sponsorship

- 10.1 All products moved to and/or created by HostValues through a sponsorship agreement is and will remain the property of HostValues unless otherwise agreed in writing.
- 10.2 In the event that the opposing party does not comply with the agreements or if there is a suspicion of fraud, HostValues has the right to stop or suspend the services related to the sponsorship.