

SUPPLEMENTARY TERMS & CONDITIONS - WEB HOSTING

12Group

Chamber of Commerce (KvK): 86515047

Hereinafter referred to as: "12Group"

By requesting, purchasing, managing, or renewing web hosting services through 12Group, the client agrees to the following additional terms and conditions, in addition to the General Terms and Conditions of 12Group.

1. Definitions

In these additional terms and conditions, the following capitalized terms shall have the meanings described below, unless expressly stated otherwise:

1. **12Group:** 12Group, which provides web hosting services.
2. **Client:** The natural person or legal entity that purchases, manages, or renews web hosting services through 12Group.
3. **Services:** All web hosting services provided by 12Group, including management, backups, support, databases, email services, storage, and related services.
4. **Force Majeure:** Circumstances beyond the reasonable control of 12Group, including but not limited to natural disasters, supplier failures, hacks, cyberattacks, government measures, insolvency of third parties, and other external factors.
5. **Payment:** All financial obligations of the client relating to web hosting, management, backups, support, and other services of 12Group.
6. **Damage:** Any form of loss, direct or indirect damage, including but not limited to loss of profit, reputational damage, legal costs, business interruption, or loss of data.
7. **Automatic Renewal:** The process by which web hosting services are automatically renewed and paid for, in accordance with the original contract period, unless timely terminated.
8. **Registration Period:** The agreed term for which the web hosting services are initially provided.
9. **Contact Details:** All information necessary to reach the client, including email address, telephone number, and postal address.
10. **Logs and Metadata:** Data and digital traces relating to the use or management of the web hosting services, which are the property of the client.
11. **Privacy Statement:** The statement explaining how 12Group processes the client's personal data.
12. **Website Files and Data:** All files, databases, emails, scripts, content, and configurations belonging to the client's website.
13. **Service Level Agreement (SLA):** Any agreed performance or uptime guarantees of 12Group.

2. Applicability

1. These additional terms and conditions apply to all web hosting services of 12Group.
2. These terms form an integral part of the General Terms and Conditions of 12Group. In the event of conflict, these web hosting terms shall prevail.
3. By purchasing, managing, or renewing web hosting services through 12Group, the client expressly agrees to these additional terms and conditions.
4. The client is obliged to maintain up-to-date contact details and agrees that communication via email or digital means is legally valid.
5. The client agrees to the processing of personal data by 12Group in accordance with applicable privacy legislation.

3. Access, Management, and Responsibilities

1. The client acknowledges that 12Group does not become the owner of the website files or content; the client retains all rights at all times.
2. If 12Group actively manages the website, 12Group is **not obliged to provide login credentials or direct access** to the client until termination has been fully processed and the agreed transfer of files has taken place.
3. The client must first terminate the management agreement and may then request transfer of the website files in order to independently migrate them to a new hosting provider.
4. Additional actions by 12Group in connection with transfer, backups, migration, or relocation assistance will be invoiced separately according to the applicable rates at that time.
5. 12Group may, at its own discretion, refuse additional work that does not fall within the essential activities necessary for the hosting service and that can be performed by third parties.
6. All logs and metadata relating to the web hosting services remain the property of the client; 12Group does not retain substantive control over this data.

4. Liability and Exclusion of Warranty

1. 12Group is not liable for:
 - a. Loss, corruption, or damage to website files, emails, or databases.
 - b. Loss of income, reputation, customer data, or business interruption resulting from downtime, hacks, malware, DDoS attacks, disruptions, or maintenance.
 - c. Delays, errors, or blockages caused by third parties such as software providers, network service providers, or registrars.
2. 12Group does not guarantee uninterrupted availability of web hosting services, email services, databases, or scripts.
3. The use of external software or scripts within the hosting environment is entirely at the client's own risk and responsibility.
4. 12Group is not liable for damage caused by misuse of the hosting services by the client or third parties.

5. Payment and Invoicing

1. Web hosting services require advance payment and will only be executed after full payment has been received.
2. Payment must be made within 14 days of the invoice date, unless otherwise agreed in writing.
3. In the event of late payment, 12Group has the right to suspend web hosting services without liability.
4. Invoices for automatic renewal may be issued up to one month before the expiration of the current period.
5. In case of automatic renewal, payment will be processed according to the agreed payment method.

6. Termination and Automatic Renewal

1. Web hosting services are automatically renewed for the same period as the original contract period, unless otherwise agreed in writing.
2. Termination must be made in writing at least one month before the end of the current term and must be confirmed by 12Group.
3. If termination is not made in time, the payment obligation remains fully in force and invoicing may occur automatically.
4. Termination within the notice period is free of charge, unless 12Group must perform additional actions after termination; in that case, these will be invoiced separately.

7. Loss of Files, Data, and Emails

1. The client acknowledges that loss of website files, databases, or emails may occur due to errors, maintenance, cyberattacks, or external factors.
2. 12Group is not liable for loss of files, emails, or data unless there is intent or gross negligence on the part of 12Group.
3. It is the client's responsibility to create backups if these are not explicitly provided by 12Group.

8. Misuse and Prohibited Activities

1. The client may not use the web hosting services for illegal activities, phishing, spam, distribution of malware, or other malicious actions.
2. In case of violation of these provisions, 12Group is entitled to immediately suspend or terminate the services without liability.

9. Force Majeure and Maintenance

1. 12Group is not liable for delays, downtime, loss, or unavailability of web hosting services due to force majeure, maintenance, hacks, or technical failures.
2. Force majeure releases 12Group from all obligations without any entitlement to compensation.

10. Suspension and Termination

1. 12Group has the right to suspend or terminate web hosting services in the event of non-payment, misuse, or non-compliance with these terms, without prior notice.
2. All costs, losses, or damages resulting from suspension shall remain entirely at the expense of the client.

11. Disputes and Applicable Law

1. All legal relationships relating to web hosting services are exclusively governed by Dutch law.
2. Disputes shall be exclusively submitted to the competent court in the Netherlands, unless the parties agree in writing to mediation or binding arbitration.
3. The client acknowledges that 12Group is entitled to take legal action in case of breach of contract or misuse before the competent authorities, without this leading to any liability for 12Group.

12. Integration with General Terms and Conditions

1. These additional terms and conditions form an integral part of the General Terms and Conditions of 12Group.
2. In the event of conflict, these web hosting terms shall prevail.
3. All provisions of the General Terms and Conditions remain fully applicable, including limitations of liability, rights of suspension, the client's duty to cooperate, and indemnifications.