



Your Number 1 Partner in Growth

FORM
TERMINATION AND CANCELLATION OF
ICT SERVICE PACKAGES

12Group

Chamber of Commerce (KvK): 86515047

Website: 12group.nl

Hereinafter referred to as: "12Group"

1 - Client details (ICT service packages)

Client name:

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Company name (if applicable):

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Address:

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Postal code and city:

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Email:

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Chamber of Commerce number of client (if applicable):

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Client telephone number:

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Invoice number of the most recently received invoice relating to ICT service packages:

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2 - ICT service packages to be cancelled or transferred

Please list below all ICT services or packages you wish to cancel or transfer.
If cancelling more than five (5) ICT packages, an additional form must be used.

ICT service package 1 (include invoice number, company name and/or department):

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ICT service package 2 (include invoice number, company name and/or department):

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ICT service package 3 (include invoice number, company name and/or department):

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ICT service package 4 (include invoice number, company name and/or department):

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ICT service package 5 (include invoice number, company name and/or department):

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3 - Type of request (tick one)

- Cancel / terminate ICT service package (services will be permanently stopped)
- Transfer to another party (migration)
- Transfer to 12Group (management and ownership with 12Group)
- Transfer to the client (full management to the client)
- Transfer to a third party (fill in name/details below)

Name of third party (if applicable):

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4 - Transfer to third party (if applicable)

Name of third party:

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Company name of third party:

Chamber of Commerce number (if applicable):

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Email address of third party:

.....

Address of third party:

.....

Postal code and city of third party:

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5 - Reason for cancellation/transfer (optional)

6 - Preparations, backups, additional work and management costs

The client is fully and exclusively responsible for making all necessary preparations before submitting this cancellation form, including - but not limited to - the following:

- Creating, verifying, and securing backups of all data, systems, software, configurations, logs, databases, user accounts, email accounts, files, and other data;
- Preparing any migration to another administrator or service provider;
- Preventing downtime, inaccessibility, loss of functionality, or data leaks;
- Preventing cyber incidents, third-party misuse, breaches, phishing, malware, ransomware, or other security issues;
- Modifying, removing, or securing integrations with external systems, APIs, DNS settings, or applications;
- Timely terminating, transferring, or securing licenses, subscriptions, access rights, user roles, passwords, keys, tokens, and other authentication and authorization means directly or indirectly linked to the ICT services or systems.

Management costs

The client acknowledges that as long as ICT services remain actively managed by 12Group, all management costs remain fully payable.

Cancellation or transfer is only considered complete when all services have actually been terminated or transferred. From that moment, management costs will cease.

Additional work

All work performed by 12Group other than administrative cancellation or termination shall be considered additional work and invoiced separately.

Invoices must be paid unconditionally and on time.

Liability and risk

If the client fails to make the above preparations, all consequences, risks, and damages shall be fully and exclusively borne by the client.

12Group cannot be held liable in any way for loss, damage, downtime, loss of functionality, data leaks, third-party misuse, reputational damage, or any other negative consequences.

7 - Declaration, risk acceptance and indemnification (mandatory)

The client declares:

1. Full awareness and risk acceptance.

The client is fully aware of all technical, legal, and commercial risks associated with cancelling ICT service packages and accepts these without reservation, including permanent data loss and irreversible termination of managed services.

2. Own responsibility

The client is fully, independently, and exclusively responsible for backups, security, data, configurations, software, user accounts, and integrations.

12Group has no obligation to restore or maintain anything unless agreed upon in writing in advance.

3. Indemnification of 12Group

The client fully, unconditionally, and irrevocably indemnifies 12Group against all claims, demands, damages, or losses, direct or indirect, arising from or related to:

- termination of ICT service packages;
- loss or damage of files, data, software, systems, or emails;
- downtime, inaccessibility, or loss of functionality;
- cyber incidents, third-party misuse, or security breaches;
- errors, omissions, or misjudgments by the client.

4. Awareness of additional work and financial settlement

All work beyond administrative cancellation is considered additional work and will be invoiced separately.

All outstanding invoices, remaining contract terms, and additional work costs remain fully payable.

5. Limitation of liability

If liability cannot be fully excluded under applicable law, liability shall be limited to a maximum of the amount paid by the client to 12Group in the three (3) months preceding the cancellation.

6. Increased burden of proof

The burden of proof that 12Group has committed an attributable breach lies fully with the client.

7. Explicit responsibility and zero liability

The client acknowledges and accepts that all consequences, risks, and responsibilities related to cancellation, termination, or transfer of ICT service packages lie entirely with the client.

This includes, but is not limited to, permanent data loss, loss of functionality, downtime, system inaccessibility, third-party damage, loss of emails or content, and any other direct or indirect damage.

The client declares that all necessary backups, security measures, and preparations have been made before submitting this form.

12Group cannot be held liable in any way for any damage or consequential damage, even if foreseeable.

The client expressly accepts that no claims or compensation can be pursued against 12Group.

8. **General Terms and Conditions and Supplementary ICT Service Packages Terms**

You confirm that you have taken note of and agree to:

- the General Terms and Conditions of 12Group;
- the Supplementary Terms and Conditions for ICT Service Packages of 12Group.

If you wish to receive a copy of these documents, you may contact us.

The General Terms and Conditions and the Supplementary Terms and Conditions are also available for download on the 12Group website (www.12group.nl).

8 - **Third-party misuse / cyber incidents**

12Group shall not be liable in any way for damage, direct or indirect, caused by third-party misuse, including hacking, malware, ransomware, phishing, DNS manipulation, spoofing, or unauthorized access to systems or accounts.

All risks remain fully with the client, even after termination of services.

9 - **Priority, communication and final discharge**

- This form prevails over all previous or simultaneous communication, including emails, tickets, chats, correspondence, and verbal commitments.
- No rights may be derived from prior communication.
- Signing also binds legal successors.
- By signing, the parties declare that they have no further claims against each other and grant each other full, final, and irrevocable discharge.

10 - **Client signature**

Name (block letters):

.....

Position within the company (if applicable):

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The following page forms an integral and inseparable part of this termination form and contains essential provisions, declarations, and the signature area. This form is only complete and legally valid if the following page has been fully read and duly signed and dated.

IMPORTANT:

The client declares that this form has been completed to the best of their knowledge and with the utmost care.

The client confirms having read and fully agreed to Section 7 "Declaration, risk acceptance and indemnification (mandatory)"

By signing, the client confirms that this section has been carefully read, understood, and accepted, and expressly accepts all rights, responsibilities, and obligations stated in this declaration.

Signature:

Date:

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