

TERMS AND CONDITIONS ARMYHOST

ArmyHost, Chamber of Commerce: 81745095 (hereinafter “we”, “us”, “us”) applies the following conditions for all customers (hereinafter “you”, “the customer”, “the customers”) those of <https://armyhost.nl> (hereinafter “the website”) and the products/services offered by us (hereinafter “the service”, “the services”) buy or use.

1. Applicability of the terms and conditions

1.1: These terms and conditions apply to all quotations, offers, agreements and deliveries of services or good by or on behalf of us

1.2: Deviation from these terms and conditions is only possible if expressly agreed in writing between us and the customer.

2. Prices, offers and quotations

2.1: The prices shown on the website, invoices, quotations or elsewhere are exclusive of VAT, setup costs and any other government levies, unless indicated otherwise.

2.2: Prices are subject to change without notice, this change also applies to customers who already have a service with us.

2.3: Offers are not without obligation and are valid for a limited period of time, unless expressly stated otherwise. The offer expires after the stated term and is no longer valid after that.

2.4: Offers and quotations do not automatically apply to repeat orders, Unless otherwise agreed between us and the customer.

3. Payment

3.1: When paying for the service or paying an invoice, the full amount including VAT and setup costs will be charged, unless stated otherwise.

3.2: If the customer does not pay on time, he is in default. If the customer remains in default for more than one day, we are entitled to suspend the obligations and/or the service until the customer has paid the full amount and we are entitled to charge additional costs.

3.3: If the customer refuses to cooperate with the execution of the order by us, the customer is still obliged to pay us the agreed price.

3.4: If the customer refuses to pay, we can engage a collection agency to obtain the amounts owed for the time being

3.5: If the customer refuses to pay for more than seven days after the payment due date, we are entitled to cancel the service, including the data linked to the service

4. Right of withdrawal, refund and compensation

4.1: When the customer purchases the service, the customer agrees that the right of withdrawal expires once the customer has received the service.

4.2: Refunds can only be made if the customer has not received the service after 3 days or if the service does not work in such a way that the service cannot be used. Whether the service is usable or not is at our discretion.

4.3: The customer can receive compensation if the service cannot be used, but this can be solved. The number of days that the service cannot be used will be reimbursed. The price of the product is converted to the period that the service could not be used. A second possibility is that the invoice date if the service moves forward by the number of days that the service could not be used. The options are carried out in consultation with the customer.

5. Terminate and cancel

5.1: The customer can cancel the service at any time, unless stated otherwise

5.2: The cancellation will have to be done via the customer panel, otherwise the cancellation will not be valid, unless this has been expressly discussed and confirmed by both parties (in writing).

5.3: In the event of termination of the service, we do not owe any compensation/refund to the customer.

5.4: In case of cancellation of the service, we are not liable for any damage or loss of data

5.5: In the event of termination of the service, the customer is still obliged to pay any amounts owed and/or outstanding invoices within the payment term.

5.6: We are entitled to cancel the service in case of difficulties with the customer, suppliers and/or third parties involved in the service

5.7: If the service is terminate/cancelled, all data from the service will be deleted and will no longer be available, we are not liable if the customer loses this data permanently.

6. Damage , Data Loss and liability

6.1: We are never liable for damage or loss of data that is not caused by us or is no our responsibility

6.2: We are not liable for damage or loss of data caused during the service or assistance by us, unless this is done with conscious intent.

6.3: We are only liable for our share of the damage or loss of data.

7. Force majeure

7.1: If we cannot provide the service (on time) due to force majeure, we are not liable for any damage.

7.2: By force majeure we mean in any case any circumstance that we could not take into account in advance, such as illness, war or danger of war, civil war and riot, molestation, sabotage, terrorism, power failure, flood, earthquake, fire, occupation, strikes, lockout of workers, changed government measures, transport difficulties and other disruptions in or around the companies or suppliers on which the service depends.

7.3: In the cases mentioned above (article 7.2), we are not obliged to provide the services and we may postpone delivery until the problems have been resolved.

7.4: If the above case (Article 7.3) lasts longer than 30 calendar days, both parties have the right to terminate the service.

8. (Un)planned maintenance and downtime

8.1: We are free in when and for how long we carry out planned maintenance. The planned maintenance will be clearly indicated with reason, date, time and duration time.

8.2: Scheduled maintenance may be delayed. This is clearly indicated and does not have to include a time period if it is unknown.

8.3: By unscheduled maintenance we mean maintenance that has been indicated a maximum of 12 hours in advance.

8.4: As with planned maintenance, unplanned maintenance can also be delayed, this will also be clearly indicated.

8.5: We do not owe the customer any compensation for both planned and unplanned maintenance, nor are we liable for the influence on the customer regarding the date and time of the maintenance.

8.6: In the event of downtime, which is not caused by (un)planned maintenance or force majeure, we do not owe the customer any compensation.

8.7: If the downtime, which is not caused by (un)planned maintenance or force majeure, lasts longer than 48 hours, there is a possibility of compensation on the basis of article 4.3.

9. Illegal Activities

9.1: It is not allowed to use the service for illegal activities.

9.2: By illegal activities we mean everything that is illegal according to Dutch law, such as DDoS, hacking websites related to hacking, attacks, arms trade, human trafficking, ect.

9.2: If the customer nevertheless uses the service for illegal activities, we may charge costs for this. These will depend on any costs incurred by us, the exact seriousness or illegal activity the customer has carried out and, if applicable, the duration of the activity.

9.4: We may immediately stop the service in the event that the customer carries out an illegal activity. This depends on the seriousness of the illegal activity

10. Back-ups

10.1: We make irregular backups of our servers and therefore do not always have a recent backup of the service.

10.2: The customer is responsible for making backups of his service.

11. Support during and outside office hours

11.1: We provide support in all areas within office hours, unless otherwise stated.

11.2: We are under no obligation to provide support for services from third-party companies and applications that do not originate with us.

11.3: We only provide support for urgent network and server problems outside office hours.

11.4: The support outside office hours will go through the Network Operations Center (NOC) and will therefore incur costs depending on the problem, time and duration.

11.5: For urgent problems you can reach us by phone at the number at the bottom of the website. You can always choose the “Network Operations Center” or “urgent” outside office hours.

11.6: By urgency we mean problems that directly affect ArmyHost or problems that cause urgent problems for the customer.

11.7: Before calling outside office hours, you should create a NOC ticket on the website containing the problem and other useful information.

11.8: If you do not call/use the emergency line for urgent matters, you may still be charged.

12. Applicable law and competent court.

12.1: Only Dutch law applies to every agreement between the parties.

12.2: The Dutch court in the district where ArmyHost is located has exclusive jurisdiction to hear any disputes between parties, Unless the law prescribes otherwise.

12.3: The applicability of the Vienna Sales Convention is excluded.

12.4: If in legal proceedings one or more provisions of these general terms and conditions are regarded as unreasonably onerous, the other provisions will remain in full force and effect.

13. Amendments to the General Terms and Conditions

13.1: We are at all times entitled to adjust the general terms and conditions.

13.2: The changes will be active seven days after customers are notified of the changes.