

General Terms and Conditions Versio BV
Date 01-05-2018

Article 1. Definitions

1. Versio: Versio BV with its registered office in the Netherlands in the city of Leeuwarden and registered at the Chamber of Commerce under number 53309979.
2. Client: the natural or legal person who has entered into an agreement with Versio or to whom Versio has provided a quotation thereto.
3. General Terms and Conditions: the present document.
4. Account: the online environment in the form of a customer panel which Versio makes available to the Client after its creation by the Client itself, for the purpose of requesting, managing or configuring the Service(s).
5. Online Wallet: the online environment which Versio makes available to the Client for the purpose of managing payments related to the Service(s) through a balance deposited by the Clients.
6. Space: the physical space as described in the Agreement or in its Annexes with the Client.
7. Service: the specific service agreed between Versio and the Client as specified in the Agreement or quotation.
8. Agreement: the agreement between Versio and the Client under which Versio will perform the Service.
9. SSL: Secure Sockets Layer (ensures a secure connection).
10. Website: <https://www.versio.eu>, <https://www.versio.uk>, <https://www.versio.nl> or subdomains and other extensions.
11. Registry: The organisation issuing domain names and managing a domain registry. For example: SIDN (.nl), DNS Belgium (.be), EURid (.eu), Nominet (.uk) and VeriSign (.com and .net).

Article 2. Electronic order, offer and acceptance

1. The Agreement between Versio and the Client is concluded when the Client places an electronic order through the Website or through its Account. The payable amount will be indicated on the Website, and the Service description indicated on the Website is binding. Versio may also prepare a quotation in which it indicates what the Service includes and which amount will be due upon acceptance.
2. A quotation is without any obligation and valid for 7 days after sending by Versio, unless otherwise specified in the quotation.
3. If the information provided by the Client proves to be incorrect, Versio shall be entitled to adjust the prices accordingly.
4. These General Terms and Conditions shall apply to the Agreement at all times, unless expressly agreed otherwise in writing.
5. Any provisions or conditions set by the Client that deviate from or do not appear in these General Terms and Conditions are only binding for Versio if and insofar as these have been accepted by Versio in writing.
6. Versio is entitled to refuse a Client at its own discretion without stating any reasons.
7. After acceptance, the Agreement may be amended only by mutual consent.
8. The Agreement enters into effect the moment the Client's notification of acceptance is received by Versio.
9. In case of contradictions between provisions of the Agreement, the General Terms and Conditions, other agreements or their annexes, the following order of precedence shall apply:
 - a. the Agreement;
 - b. any concluded data processing agreement;
 - c. any concluded service level agreement;
 - d. any annexes;
10. these General Terms and Conditions;

11. any supplementary conditions.
12. Versio ensures that the General Terms and Conditions are made available to the Client as a digitally downloadable document before and at the conclusion of the Agreement. The Client is responsible for saving and/or printing the General Terms and Conditions. Versio is not obliged to keep an archived version of the General Terms and Conditions accessible.

Article 3. Performance of the Service

1. Following the conclusion of the Agreement, Versio will perform the Service in accordance with the quotation or electronic order as soon as possible.
2. Insofar as not otherwise agreed in writing, Versio will make every effort to perform the Service to the best of its abilities and with due care and professionalism.
3. If and to the extent required for the proper performance of the Service, Versio shall be entitled to have third parties perform certain activities.
4. The Client is obliged to do and omit whatever is reasonably necessary or desirable to allow for a timely and proper performance of the Service. In particular, the Client shall ensure that all data, which Versio indicates are necessary or that the Client should reasonably understand to be necessary to perform the Service will be provided to Versio in a timely manner.
5. Versio is allowed to independently make changes to the material provided by the Client without prior permission of the Client.
6. If this is part of the Service, Versio will provide the Client with an administrator user name and password. These credentials will provide the Client access to the Account. The Client shall pay all fees, either using the Online Wallet or one of the other payment methods, arising from the use of the service with an administrator user name and password.
7. Any operation made via the Account and/or the Online Wallet of the Client shall be deemed to be made under the responsibility and risk of the Client. In case of suspected abuse of the Account and/or Online Wallet, the Client must report this to Versio as soon as possible to allow Versio to take the corresponding measures.
8. If the Client fails to comply with an obligation toward Versio under the Agreement, or if it violates these Terms and Conditions, Versio shall be entitled to make the provided products and services (temporarily) unavailable and/or restrict their use, or only provide them in a limited capacity or not at all.

Article 4. Changes in the Service

1. All changes in the Service, either at the request of the Client, or because, for whatever reason, a different implementation is necessary, shall be considered additional work if they result in additional costs, and as less work if they result in lower costs. These costs will be invoiced to the Client accordingly.
2. If, due to circumstances unknown at the time of the quotation or confirmation of the Service, Versio must perform more work than was agreed, or if it needs to perform work under more difficult conditions than those known or reasonably expected at the conclusion of the Agreement, Versio shall be entitled to charge the Client for the resulting additional costs.
3. The entitlement specified in the previous paragraph is subject to the timely notification of the Client by Versio regarding the aforementioned conditions and additional costs. If the Client does not agree to the additional costs, the Client will be entitled to cancel the part of the additional work that has yet to be performed, with the proviso that it will not be entitled to a refund or remission of the costs of the additional work already performed.

Article 5. Prices

1. All prices are excluding turnover tax (VAT), unless indicated otherwise.
2. All prices on the Website, quotations, brochures and other documents of Versio are subject to programming and typing errors. Versio accepts no liability for the consequences of such errors.
3. If the Agreement is a fixed-term agreement, Versio shall be entitled to increase the rates at any time. Versio will inform the Client at least 2 (two) months in advance of such rate changes via the

Website, in writing or by email. In the case of a price increase, the Client shall be entitled to terminate the Agreement subject to a 1 (one) month notice period.

4. Versio shall be entitled to raise prices annually by up to 10% (index), without the Client being allowed to terminate the Agreement concerned.
5. All costs arising under the Agreement for Versio, shall be borne by the Client, provided that they can be attributed to the Client.

Article 6. Hosting and related services

1. If the Service (also) includes the services regarding the storage and/or transfer to third parties of material provided by the Client, as in the case of web hosting and email services, the stipulations of this article shall also apply.
2. The Client is prohibited from using the Service to violate Dutch or other laws or regulations applicable to the Client or Versio, or to violate the rights of others. This includes, in particular, but not exclusively, storage and/or (ordering the) dissemination of information offered without the permission of the copyright owner or owners, information that is defamatory, threatening, abusive, racist, hateful or discriminatory, information containing child pornography or information that violates the privacy of third parties or that constitutes any form of stalking, as well as hyperlinks, torrents or other references to such information on third party websites anywhere in the world (even if the information in the relevant jurisdiction would be legal).
3. Versio has a complaints procedure that allows third parties ("complainants") to file a complaint if, in their opinion, there is such a violation. If Versio considers a complaint justified, Versio shall be entitled to remove the material or make it inaccessible. In such a case, Versio shall also be entitled to provide the complainant or the competent authorities with the personal details of the Client. Versio will inform Client of the progress of this procedure.
4. If possible criminal information is involved, Versio shall be entitled to report this to the police. Versio may provide all relevant information on the Client as well as the violative information to the competent authorities and perform all other actions requested by these authorities within the framework of the investigation.
5. In case of repeated complaints about information offered by the Client, Versio shall be entitled to dissolve and/or terminate the Agreement.
6. The Client shall indemnify Versio for all damages resulting from the above. Versio is not liable for any damage suffered by the Client as a result of the intervention by Versio within the framework of the complaints procedure.
7. The Client shall refrain from obstructing other Versio customers or Internet users or causing damage to the servers. The Client is prohibited from starting up processes or programs, either via de server or otherwise, of which the Client knows or may reasonably suspect that this will harm or cause damage to Versio, other Clients or Internet users (such as spam). Versio will inform the Client of any measures, and any damage will be charged to the Client.
8. The Client shall adhere to the generally accepted rules of conduct on the Internet as stipulated in RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and future adjustments thereto.
9. The Client is not allowed to disclose the user name or names or passwords provided by Versio to third parties without the prior consent of Versio.
10. Versio may impose a limit to the amount of storage space the Client may use as part of the Service. If this limit is exceeded, Versio shall be entitled to charge an additional amount in accordance with the prices for additional storage space specified on the Website. Versio is not liable for the consequences of not being able to send, receive, store or change data once the agreed storage space limit is reached.
11. The Client hereby grants Versio an unlimited license for the distribution of all the materials the Client wishes to distribute, store, transmit or copy using the Versio systems, in any way deemed appropriate by Versio, however, only to the extent that this is reasonably required for the performance of the Agreement by Versio.
12. If the Client purchases an SSL certificate from Versio, the Client must declare it is familiar with the terms of the certification service provider (the party issuing the certificates). Versio is not

responsible for proper verification of the identity of the certificate holder. Furthermore, Versio cannot guarantee the security level of the SSL certificate. The reason therefore is that this depends on the purpose for which the SSL certificate is used.

13. The relevant certification service provider decides on the granting of the certificate. To this end, it will perform all validations for which the SSL certificate should apply, The Client gives consent to this, or warrants that consent will be given prior to applying for an SSL certificate for a specific website. The SSL certificate is valid for the agreed duration, unless the SSL certificate is revoked in the meantime. This is non-refundable.
14. In addition to the obligations under the law, the Client is responsible for any damage caused by incompetence or failure to act in accordance with the above.

Article 7. Web hosting

1. In addition to the provisions referred to in these General Terms and Conditions applicable to hosting and related services, the provisions set out in this article specifically apply to the web hosting service offered by Versio.
2. For the web hosting packages it offers (<http://www.versio.nl/webhosting.php>), Versio makes use of DirectAdmin.
3. As indicated on the Website, Versio offers web hosting packages with an up-time guarantee of 99.9% and packages with an up-time guarantee of 100%.
4. The percentages referred to in paragraph 3 of this article shall in no case apply in case of failures and/or force majeure as defined in Article 18.
5. If the Client is not satisfied with the web hosting package, it will be refunded its money within 14 calendar days of the purchase without being required to state any reasons. This only applies to the purchase of a new web hosting package indicated on the Website.
6. The provision of paragraph 5 of this article (refund of payment) shall not apply if the Client extends its web hosting package or if it concerns a customized package. This is entirely at the discretion of Versio.
7. The Customer panel offers the Client the option to move its Account and the associated data to a different server. Doing so is entirely for the risk of the Client.
8. Once the move of the Account and/or the associated data has been initiated, it cannot be stopped. Upon request, the Client will then receive a new Account on a new server. After 5 calendar days, the old Account will be removed automatically.

Article 8. Dedicated Servers

1. In addition to the provisions referred to in these General Terms and Conditions applicable to hosting and related services, the provisions set out in this article specifically apply to the dedicated server services offered by Versio.
2. On the dedicated servers, Versio guarantees an up-time of 99.9% on the hardware.
3. Versio also offers two types of support plans, namely:
 - a) Support plan Basic: If the Client selects this option, the CentOS operating system is required as well as the DirectAdmin control panel. Once a month, Versio logs on to the dedicated server, checks all the logs, updates all software and ensures that the dedicated server is secured adequately. This support plan does not offer the Client root access to the dedicated server.
 - b) Support plan Advanced: If the Client selects this option, the CentOS operating system is required as well as the DirectAdmin control panel. Once a month, Versio logs on to the dedicated server, checks all the logs, updates all software and ensures that the dedicated server is secured adequately. Additionally, Versio monitors the dedicated server 24 hours a day to ensure Versio can instantly remedy any failures. Versio will also optimize the server every month to ensure it runs smoothly. At the request of the Client, Versio can install additional PHP modules on the server. This support plan does not offer the Client root access to the dedicated server.

4. For the aforementioned support plans, Versio guarantees an up-time of 99.9% on the hardware. The software is not covered by the guarantee.
5. Dedicated servers are considered to be customized and therefore, not subject to any refund / restitution to the Client.
6. It is the responsibility of the Client to handle and back up its data on the dedicated servers. Upon request and in consultation, Versio can create a backup of the data, however, in such a situation, the Client will remain responsible for the data.
7. Any licenses the Client purchases or leases from Versio, including DirectAdmin and Windows Server licenses, remain the property of Versio and cannot be transferred to other equipment and/or services unless otherwise agreed with Versio.

Article 9. Virtual Servers

1. In addition to the provisions referred to in these General Terms and Conditions applicable to hosting and related services, the provisions set out in this article specifically apply to the virtual server services offered by Versio.
2. The provisions set out in Article 7 also apply to the virtual server services offered by Versio.
3. On the Websites (<http://www.versio.nl/vps.php> and <http://www.versio.nl/cloudbox.php>), Versio offers different types of virtual servers, such as Starter, Expert and Cloudbox virtual servers.

Article 10. Resellers

1. If the Service is (also) intended for reselling, renting or otherwise making available against payment ("Reselling") of products or Services of Versio by the Client to its customers, the stipulations of this article and the stipulations set out in Article 7 shall also apply.
2. When Reselling, the Client acts on its own behalf, for its own account and risk and is not entitled to conclude contracts for or on behalf of Versio or to give the impression that it is an agent or representative of Versio.
3. The Client is free to determine its range of services and prices to its customers, within the limits of Versio indicated in the quotation.
4. With respect to the provided products or services, the Client must impose at least the same obligations on its customers as Versio imposes on the Client. Versio may require the Client to present evidence thereof.
5. Failure of the customers of the Client to pay or pay in a timely manner shall not release the Client from its payment obligations towards Versio.
6. Versio will only contact customers of the Client through the Client, unless Versio has a compelling reason to directly approach these customers or the Client authorizes direct contact. One such a compelling reason is (imminent) damage and nuisance to third parties by customer activities.
7. The Client may not use any trademark, trade name, logo or insignia of Versio in promotional or commercial communications with the aim of taking advantage of the goodwill or reputation of Versio for the acquisition of customers by the Client. The Client is allowed to communicate professionally that it makes use of products and/or services of Versio.
8. The Client is at all times responsible for everything its customers do or omit via the Versio systems or networks or those of its suppliers.
9. When Reselling domain names, the Client is required to refer its customers to the terms and conditions of the corresponding registries. For instance, if the Client resells .co.uk, .me.uk, .org.uk or .uk domain names, it must provide its customers with the General Terms and Conditions of Nominet, which can be found on: <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>.

Article 11. Co-location

1. If the Service (also) includes co-location services (the Client places equipment at Versio), the stipulations of this article shall also apply.
2. To the extent that this is not performed by Versio under the Agreement, the Client will be granted access to the Space in order to install or maintain computer systems or other equipment ("Equipment"). When doing so, the Client shall adhere to the procedures set out by Versio.
3. The Client shall perform any work efficiently and professionally without disturbing Versio or third parties.
4. The Client shall follow all instructions provided by Versio regarding access to the Space. Additional costs may be charged for access to the Space.
5. Upon request, the Client will provide Versio with all information and assistance it reasonably needs at its discretion for the provision of the Service. This includes any codes for software and manuals, as well as drawings and specifications of the Equipment.
6. The Client shall keep the Equipment adequately insured. At the request of Versio, the Client shall make a copy of the insurance policies available.

7. If Versio and the Client have agreed that customers of the Client are allowed to access the Space, the Client shall be responsible for its customers. Any obligations these customers fail to meet or damage caused on behalf of or by a customer of the Client will be charged to the Client.
8. The Client shall not partially or entirely change the Space without prior written permission of Versio. In the event of changes to the space made without the written consent of Versio, Versio shall be entitled to claim the Space be restored to its original condition, or have the Space restored to its original condition at the account and risk of the Client.
9. The Client will guarantee that:
 - a. The Equipment will not damage other equipment (including cables) or disturb or interfere with its operation;
 - b. The equipment will comply with all applicable national and international regulations and applicable standards.
10. Cabling in the data centre (including in shared racks and below the floors, but not limited thereto) will be installed only by Versio, unless expressly agreed otherwise in writing. Only cabling within its own (private) racks will be provided by the Client.
11. The Client guarantees that the use of the Space and the Equipment complies with the applicable laws and regulations at all times. Any registrations, licenses or (written) permissions the Client needs to use the Space or the Equipment must be provided or obtained by the Client at its own account and risk.
12. The Client is at all times responsible for the acts or omissions by the employees or third parties it engages.
13. Versio is at all times entitled to inspect the Space.
14. At the request of Versio, the Client is obliged to accept a replacement space in the data centre or a different data centre, provided that the replacement space or data centre reasonably meets the requirements that also applied to the original Space or data centre. In such a case, the Client will deliver the original Space completely empty to Versio. The relocation costs will not be reimbursed by Versio.
15. Versio is entitled to move, turn off or remove the Equipment if unforeseen circumstances force it to do so, without being liable for damages to the Client, except in the case of intent or gross negligence on the part of Versio.
16. If the Client fails to comply with the Agreement, Versio will be entitled to keep the control of the Equipment until the Client has met its (payment) obligations. Failure to do so within a reasonable period will entitle Versio to take ownership of the Equipment of the Client. Versio will then be entitled to deny the Client access to the Space. Even if the Agreement has been terminated, and there are still open invoices, Versio has the right to keep control of the Client's Equipment until all outstanding amounts have been paid to Versio.

Article 12. Domain names and IP addresses

1. If the Service (also) includes Versio mediating for the Client in obtaining a domain name, the stipulations of this article shall also apply.
2. Requesting, allocation and possible use of a domain name depend on and are subject to the rules and procedures of the corresponding registries, including the Foundation for Internet Domain Registration in the Netherlands (Stichting Internet Domeinregistratie Nederland). The relevant authority will decide on the allocation of a domain name. Versio only acts as a mediator in the application and does not guarantee that a request will actually be honored.
3. Unless indicated otherwise, the Client may only find out about the fact of registration through the Registry's website, which states that the requested domain name has been registered as the property of the Client. An invoice for registration costs does not constitute a confirmation of registration.
4. The Client shall indemnify and hold harmless Versio for all damages related to (the use of) a domain name by or on behalf of the Client.
5. Versio is not liable for the loss of the Client's right(s) to a domain name or the fact that the domain name has meanwhile been requested and/or obtained by a third party, except in cases of willful misconduct or gross negligence of Versio.

6. If Versio registers a domain name in its name on behalf of the Client, Versio will cooperate with requests from Client to relocate, transfer, lease, sell or cancel the domain name. 7. Client must comply with the rules set by the registry to the request, allocation and use of a domain name.
7. Versio is entitled to make the domain name inaccessible or unusable, or to transfer it into its own name if the Client is demonstrably in default in the fulfillment of the Agreement, such however only for the time that the Customer is in default and only on expiry of a reasonable period for fulfillment stipulated in a written notice of default.
8. In the event of dissolution of the Agreement for breach of contract by the Client, Versio shall be entitled to cancel the domain name subject to a notice period of one month.
9. The IP addresses made available to the Client will remain in management by Versio and cannot be transferred in case of a relocation/termination by the Client. Moreover, multiple Versio customers may operate under the same IP address.
10. Versio shall at all times be entitled to change the IP address or assign a different address to the Client.
11. In the event the Client does not renew a .co.uk, .org.uk, .me.uk or .uk domain prior to the expiration date, all services related to the domain name will be suspended. For a period of 80 calendar days after the expiration date, the Client will have the option to renew the domain names for an additional fee of £ 19.99 + VAT by logging into the customer panel. After this period, these domain names will be removed from the Registry and made available for registration by third parties.
12. The Client shall fully authorize and permit Versio to make changes to the domain name.

Article 13. Connectivity

1. The actual usage by the Client will be reviewed monthly. If the usage deviates from the expected package, the package may be adjusted retrospectively. An increase will be implemented immediately. A reduction can only be implemented at the end of the term of this Agreement.
2. Data traffic is not transferable to the next month and/or other equipment, unless agreed otherwise.
3. Data traffic shall mean all network traffic generated by the Client, both incoming and outgoing. For the calculation of the data traffic, the incoming and outgoing data traffic will be added up.
4. Versio may impose a limit to the amount of monthly data traffic the Client may use as part of the Service. If this limit is exceeded, Versio shall be entitled to charge an additional amount in accordance with the prices for additional data traffic specified on the Website. Versio is not liable for the consequences of not being able to send, receive, store or change data once the agreed data traffic limit is reached.

Article 14. Availability of the Service

1. Versio will endeavor to achieve uninterrupted availability of its systems and networks, and to ensure access to data stored by Versio.
2. Versio will endeavor to keep the software it uses up-to-date. However, Versio depends on its supplier(s) for this. Versio is entitled not to install certain updates or patches if, in its opinion, this does not benefit the proper provision of the Service.
3. Versio will endeavor to ensure that the Customer can use the networks that are directly or indirectly connected to the network of Versio. However, Versio cannot guarantee the availability of these (third party) networks at any time.
4. Unless expressly agreed between the Client and Versio, Versio will not make any back-ups available to the Client. The Client is responsible for making back-ups of the data stored at Versio.
5. If, in the opinion of Versio, the functioning of the computer systems or network of Versio or third parties and/or services through a network is jeopardized, in particular, due to the excessive sending of e-mail or other data, poorly secured systems or viruses, trojans and similar software, Versio will be entitled to take all measures it deems reasonably necessary to avert or prevent this risk.

Article 15. Services

1. Hardware and software support and the provision of other services will be invoiced at the applicable hourly rate. Versio will communicate the applicable hourly rate in advance. Support is charged by the hour, with a minimum purchase of 1 (one) hour, unless agreed otherwise. Versio cannot guarantee the response time for requests for support for which no Support Plan or SLA has been purchased.

Article 16. Online back-up

1. If the Service (also) includes services regarding the making of back-ups via the Internet whereby the Client uses the back-up software of Versio, the stipulations of this article shall also apply.
2. The Client is responsible for ensuring that the connection to the Internet is not interrupted during the back-up process.
3. The Client shall strictly follow the instructions specified in the back-up manual.
4. Versio is entitled to charge the Client for any repairs caused by errors in usage or other causes that cannot be attributed to Versio.
5. Unless otherwise agreed in writing, the Client is responsible for the installation and configuration of the back-up software in compliance with the back-up manual.
6. Versio shall never be liable for any damage resulting from the loss of the Encryption Key by the Client or for the fact that a third party has gained access to the Encryption Key and thus to the digital data of the Client.
7. The Client is responsible for keeping and maintaining the confidentiality of the Encryption Key, and the Client is aware that destruction or loss of the Encryption Key will render the data stored at Versio unusable and unreadable.

Article 17. Liability

1. The liability of Versio for direct losses suffered by the Client as a consequence of an attributable shortcoming by Versio in the performance of its obligations under this Agreement, expressly including any shortcoming in the performance of a guarantee obligation agreed with the Client, or as a result of a wrongful act of Versio, Versio's employees or third parties engaged by Versio, is limited per event or series of connected events to an amount equal to the payments the Client owes under this Agreement per year (exclusive of VAT). Under no circumstances, however, shall the total compensation for direct losses amount to more than EUR 250.00 (exclusive of VAT).
2. Unless it concerns a case of intent or gross negligence, the total liability of Versio for damage through death or bodily injury or for material damage to objects shall in no case exceed the amount the insurance of Versio will pay. If the insurance does not pay out, the liability will be limited to an amount of EUR 50,000.00 per damaging event, a series of connected events is regarded as one event.
3. Versio's liability for indirect damages, including consequential damages, lost profits, lost savings, loss of (business) data and loss due to business interruption are excluded.
4. Except for the cases referred to in Article 17 (1) and (2), Versio will in no way be liable for damage compensation, regardless of the grounds on which a claim for damages is based. The maximum amounts specified in Article 17 (1) and (2) shall not apply if and insofar as the damage is the result of intent or gross negligence of senior management staff of Versio.
5. The liability of Versio for attributable shortcomings in the performance of the Agreement only arises if the Client gives Versio immediate and proper notice of default, stating a reasonable period to remedy the breach, and Versio fails imputably in the performance of its obligations even after this period has expired. To allow Versio to respond adequately, the notice of default must contain the most detailed possible description of the shortcoming.
6. Versio is never liable for damage caused by force majeure.
7. The Client indemnifies Versio against all third party claims for damages due to a shortcoming in the Service the Client provides to a third party and which included goods provided by Versio, be it materials or results.

Article 18. Failures and force majeure

1. Versio has the right to temporarily take its systems, including the Website, or parts thereof out of service for the purposes of maintenance, modification or improvement. Versio shall attempt to arrange for its systems to be taken out of service outside office hours whenever possible and shall make every effort to notify the Client of the scheduled interruption in a timely manner. However, under no circumstances is Versio liable for compensation for losses in connection with taking its systems out of service for these purposes.
2. Versio has the right to modify its systems, including the Website, or parts thereof from time to time to improve the functionality and to rectify faults. If a modification leads to a significant change in functionality, Versio will endeavor to inform the Client thereof. In the event of modifications that are relevant for several clients, it is not possible to forgo a given modification just for the Client. Versio is not liable for any compensation of losses caused by such a modification.
3. In the event of the non-availability of the Service, due to failures, maintenance or other causes, Versio shall make every effort to inform the Client of the nature and the expected duration of the interruption.
4. In the event of force majeure, which shall in any event include faults or failure of the Internet, the telecommunications infrastructure, SYN flood, network attacks, DoS or DDoS attacks, power failures, internal civil commotion, mobilization, war, obstruction in transport, strike, lockout, business disruptions, delay in supply, fire, flood, import and export impediments and in the event that Versio is prevented from supplying through its own Suppliers, irrespective of the reasons therefor, as a result of which performance of the Agreement cannot reasonably be required of Versio, the performance of the Agreement shall be suspended, or the Agreement shall be terminated in case the force majeure situation has lasted more than 30 calendar days, all this without any obligation to pay compensation.

Article 19. Duration and termination

1. If the Service is intended to periodically provide services for a certain period, the Agreement shall be deemed to be entered into for a minimum period of twelve months, unless otherwise indicated on the Website or agreed otherwise. If no cancellation with the observance of a one-month notice period takes place via the Account on the Website, the Agreement will be tacitly renewed for an equal period, unless otherwise agreed.
2. The Client can activate the automatic renewal via the Account (by default, this is set to "off"), in which case the product will be renewed 30 days before the expiration date. 3. If the Client is a natural person who is not acting in the exercise of a profession or business, the Client may dissolve the Agreement at any time after the tacit renewal. The termination will take effect one month after receipt of the termination notice. A "One-month" notice period means at the latest the day with the same number in the next month.
3. In case of cancellation or termination for whatever reason, Versio will be entitled to immediately delete all stored data or make them inaccessible as well as eliminate all Accounts of the Client. In such a case, Versio is not required to provide the Client with a copy of these data. Moreover, no refund of advance payments will be made in the event of cancellation or termination.
4. The Client can notify the termination through the same channel used to conclude the Agreement. The Client can also cancel the Agreement via the Website, using the Customer Panel, or via e-mail.
5. If the Client is a natural person who is not acting in the exercise of a profession or business, the Client is entitled, without stating reasons, to dissolve the Agreement within fourteen calendar days of its conclusion, unless Versio has already started on the performance of the Agreement within this period with the consent of the Client. Agreements for domain registrations, domain transfers and domain renewals cannot be dissolved because the Client instructs Versio to the immediate performance of the Agreement.
6. If the Client fails to comply with any of its obligations under the Agreement, Versio has the right to terminate all the Agreements concluded with the Client concerned without notice of default or judicial intervention being required and without prejudice to the right of Versio to compensation for losses, loss of profits and interest.

7. Versio will also be entitled to terminate the Agreement with immediate effect and without any obligation to pay damages, if the Client has applied for suspension of payments, has filed for bankruptcy or if bankruptcy of the Client is filed, claimed or declared, or if the Client offers its creditors a private agreement.

Article 20. Payment terms

1. Versio shall send the Client an invoice for the amount owed by the Client. The payment of this invoice is 14 calendar days, unless otherwise indicated on the invoice or otherwise agreed in the Agreement. The invoice can be paid directly using the payment methods indicated on the Website.
2. The Client can use the Online Wallet to pay the invoice. Versio will deduct the amount of any outstanding invoices from the Online Wallet. After this, the Client must up the balance of the Online Wallet to at least 0 euros within 30 calendar days. If the Client fails to bring the balance to at least 0 euros within the term defined in this article, the Client will no longer be allowed to have a negative balance in its Online Wallet.
3. Versio may require certain Services to be paid by direct debit. This requires the Client authorizing Versio. If the Client cannot meet this requirement, Versio will be entitled to charge additional fees for this.
4. In the event the direct debit fails, the Client will be informed thereof and Versio will be entitled to charge the Client administration costs of 25 euros.
5. The Client agrees to electronic invoicing by Versio.
6. After the expiry of 14 calendar days after the payment term, the Client who has not paid in time will be in default by operation of law, without a notice of default being required. If the outstanding amount is not paid within the payment term, statutory interest will be charged over the outstanding amount without further notice of default by Versio.
7. In the event of overdue payment, the Client, in addition to the amount owed and the interest thereon, is obliged to make reimbursement in full of both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and collection agencies.
8. The action for payment is immediately due and payable in the event the Client is declared bankrupt, applies for suspension of payment or total attachment orders are placed on assets of the Client, the Client dies and furthermore, if the Client goes into liquidation or is dissolved.
9. In the above cases, Versio also has the right to terminate or suspend performance of the Agreement or any part thereof not yet performed without notice of default or judicial intervention, without any right to compensation of losses for the Client that might arise as a result.
10. In case of late payment, collection fees will be charged in accordance with the Collection Costs Act (W.I.K.). The minimum collection fee is £40.00.

Article 21. Confidentiality

1. The Parties shall treat information that they provide each other before, during or after the performance of the Agreement confidentially if this information is marked confidential or if the receiving Party knows or should reasonably suspect that the information was intended to be confidential. The Parties shall also impose this obligation on their employees and third parties engaged by them for the performance of the Agreement.
2. Versio shall not take cognizance of data the Client stores and/or distributes using the systems of Versio, unless this is necessary for proper performance of the Agreement or if Versio is required to do so under a statutory provision or court order. In this case, Versio will make every effort to limit the cognizance of the data as far as possible, to the extent that this lies within its power.

Article 22. Changes to the General Terms and Conditions

1. Versio reserves the right to change or supplement these General Terms and Conditions.
2. Any changes shall also apply in respect of Agreements already concluded subject to a period of 30 days following publication of the change on the Website of Versio or by electronic communication. Changes of minor importance may be implemented at any time.

3. If the Client does not accept a change in these Terms and Conditions, it can terminate the Agreement up to the date on which the new Terms and Conditions enter into effect.

Article 23. Final provisions

1. This Agreement is governed by Dutch law.
2. Unless otherwise stipulated by the mandatory rules, all disputes that may arise from this Agreement shall be submitted to the District Court for the Central Netherlands in Almere.
3. If any provision of this agreement proves to be invalid, this shall not affect the validity of the Agreement as a whole. The Parties shall in that case lay down (a) new provision(s) by way of replacement, which, to the extent by law, will reflect the intention of the original Agreement and General Terms and Conditions.
4. The term "in writing" in these General Terms and Conditions includes e-mail and communication by fax, provided that the identity and integrity of the e-mail or fax are duly established.
5. The version of any communication, measurements made (including, but not limited to data traffic) and monitoring by Versio received or stored by Versio shall be considered as authentic, subject to evidence to the contrary to be provided by the Client
6. The Parties shall inform each other immediately in writing of any changes in name, postal address, e-mail address, telephone number and, upon request, the bank account number.
7. The Client is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of Versio. Versio is entitled to do this without the consent of the Client.

Appendix I: Processing personal details

1. If, in performing the Services, the Contractor is to process personal data, under article 14 of the Dutch Data Protection Act (Dutch translation: ‘Wet bescherming persoonsgegevens’, “Wbp”), the Contractor and the Client are required to assume obligations in respect of the data processed by the Contractor for the purpose of safeguarding the technical and organisational protection measures pertaining to the data to be processed. In the absence of a separately agreed, detailed ‘data processing agreement’ the provisions set out in this article apply as obligations within the meaning of the Wbp.
2. For duration of the Agreement, Contractor solely processes the personal data under the supervision of Client and solely for the purpose of making available its Services. Client shall be regarded as the controller, and Contractor as the processor.
3. The personal data, of the data subjects, that can be processed by Contractor in this regard, are further specified within the Agreement.
4. In case, within the meaning of these General Terms and Conditions, or within the Agreement, the Wbp is referred to, from the 25th of May 2018 onwards, the corresponding provisions of the General Data Protection Regulation (“GDPR”) are meant.
5. The Contractor shall, to the best of its ability, make reasonable efforts to have sufficient technical and organisational measures in place with regard to the processing of personal data, and will endeavour to meet the security at a level that is not unreasonable, considered the state of the technology, the sensitivity of the data and the costs involved in making the security arrangements.
6. The Contractor shall ensure that all persons acting under its authority, insofar as they have access to personal data from Client, will only process such personal data on the Client's instructions.
7. The Contractor is allowed to process the personal data in countries within the European Union. In addition, Client grants Contractor its approval to process the personal data within a country outside the European Union, in compliance with the relevant applicable laws and regulations. Upon request, Contractor shall notify Client as to which country or countries outside the European Union the personal data is being processed in.
8. Client, hereby, grants Contractor its approval to engage third parties for the processing of personal for performance of the Services, considering the relevant applicable laws and regulations. Upon request of Client, Contractor shall in any event ensure that such third parties will be obliged to agree in writing to the same duties that are agreed upon between Client and Contractor, and will take care of correct authorizations. Contractor shall inform Client upon request about the third parties engaged. Client has the right to object against any, by Contractor, engaged, third parties. In case of objection by Client, Client and Contractor will try to come to an agreement to solve this situation.
9. The Client guarantees and warrants that it will enter personal data or otherwise make it available to the Contractor only in a manner that is fully compliant with the applicable laws and regulations and does not infringe any rights of a third party. In this context, Client indemnifies Contractor of all claims and actions related to the processing of personal data.
10. If the Client is required by a legal obligation or exercise of the legal rights by one of the data subjects, to extract, adjust, transfer, delete or hand over personal data stored in the Contractor’s systems, the Contractor will facilitate this activity to the best possible extent. The costs for the relevant activities may be invoiced separately. Where a data subject directly submits a request to Contractor to exercise one of its legal rights, Contractor will forward this request to Client. Client will then deal with this request independently.
11. Client has the right to conduct an audit, by an independent third party who shall be bound to confidentiality, to control compliance of Contractor with this article A.11. This audit may only be undertaken when there are specific grounds for suspecting the misuse of personal data by Contractor. The by Client initiated audit, will take place two weeks after Client has provided Contractor with written notice about this. The costs of the audit will be borne by Client.
12. All personal data received by Contractor from Client and/or compiled by Contractor for performance of the Services is subject to a duty of confidentiality vis-à-vis third parties. This duty of confidentiality will not apply in the event that Client has expressly authorised the furnishing of

such information to third parties, where the furnishing of the information to third parties is reasonably necessary for performance of the Services, or if there is a legal obligation to make the information available to a third party. If Contractor is legally required to provide information to a third party, Contractor shall inform Client of this immediately to the extent permitted by law.

13. The Client, as the controller within the meaning of the Wbp, is at all times responsible for reporting a data breach (by which is meant: a security breach of personal data that leads to a serious risk of adverse effects, or has serious negative consequences for the protection of personal data) to the relevant supervisory authority(ies) and/or the data subjects. In order to enable the Client to comply with this legal obligation, the Contractor shall inform the Client as soon as possible and ultimately within forty-eight (48) hours after discovery of the data breach. If there is any legal obligation or requirement for Contractor to assist Client, Contractor will assist Client in informing the relevant supervisory authority and/or data subjects.
14. The duty to report the data breach includes in any event the duty to report the fact that a breach has occurred including, for as far as known by Contractor, the following details:
 - the date at which the breach has occurred (the period in which the breach occurred suffices in case the Contractor is unable to determine the exact date at which the breach occurred);
 - the (suspected) cause of the breach;
 - the date at which the breach has become known by Contractor, or by any engaged third party;
 - the number of individuals who are or may be affected by the breach (a minimum and maximum number of affected individuals suffices in case the exact number cannot be determined);
 - a description of the group of individuals who are or may be affected by the data breach, including the type of personal information which has been breached;
 - whether the personal data has been encrypted, hashed or in any manner has been made incomprehensible or inaccessible to unauthorized individuals;
 - the proposed and or taken measures to end the breach and to limit its consequences;
 - information about the first point of contact regarding the notification.
15. Upon expiration of the Agreement, Contractor shall delete or return the personal data referred to in this article point 3, upon choosing of Client