

# GENERAL TERMS AND CONDITIONS

## MC-NODE

---

MC-Node, located at Diepenheimsestraat 33, 7496 PT, Hengevelde, KvK: 77091248 (hereinafter "we", "us", "our") applies the following terms and conditions for all customers (hereinafter "you", "the customer", "the clients") who use <https://mc-node.eu> (hereinafter "the website") and the products/services offered by us (hereinafter "the service", "the services") purchase or use.

### 1. Applicability of the general conditions

**1.1** : These terms and conditions apply to all quotations, offers, agreements and supplies of services or goods by or on our behalf.

**1.2** : Deviation from these terms and conditions is only possible if expressly agreed in writing by us and the client.

### 2. Prices, offers and quotations

**2.1** : Prices shown on the website, invoices, quotes or elsewhere are exclusive of VAT, setup fees and any other government levies, unless otherwise indicated.

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

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 The offer expires after the stated period and is no longer valid thereafter.

**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 checking out the service or paying an invoice, the full amount including VAT and setup fees will be charged unless otherwise stated.

**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 us in the execution of the order, the customer is still obliged to pay the agreed price to us.

[2]

**3.4** : If the customer refuses to pay, we may use a collection agency to obtain the amounts due for the time being.

**3.5** : If the customer refuses to make payment more than seven days after the payment due date, we are entitled to cancel the service including the data associated with the service.

#### **4. Right of withdrawal, refunds 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 is so impractical that it cannot be used. Whether the service is usable or not is at our discretion.

**4.3** : The customer can be compensated when the service cannot be used, but this can be solved. The number of days that the service could not 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 of the service is moved forward by the number of days that the service could not be used. The possibilities are implemented in consultation with the customer.

#### **5. Cancellation and notice**

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

**5.2** : The cancellation will have to be done through the customer panel otherwise the cancellation will not be valid, unless explicitly discussed and confirmed (in writing) by both parties.

**5.3** : Upon cancellation of the service, we do not owe any compensation/refund to the customer.

**5.4**: Upon cancellation of the service, we shall not be liable for any damage or loss of data.

**5.5** : Upon cancellation of the service, the customer is still obligated to pay amounts due and/or outstanding invoices within the payment period.

**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 cancelled/cancelled all data will be deleted from the service and will not be available thereafter, we are not liable if the customer loses this data permanently as a result.

## **6. Damage, data loss and liability**

**6.1 :** We are never liable for any damage or loss of data that is not caused by us or is not our responsibility.

**6.2** We are not liable for any damage or loss of data caused during the provision of services or assistance by us, unless this is done with deliberate intent.

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

## **7. Force Majeure**

**7.1 :** If we cannot provide the service (on time) due to force majeure, we will not be liable for any damages.

**7.2** Force majeure means in any case any circumstance which we could not take into account in advance, such as illness, war or threat of war, civil war and riots, molestation, sabotage, terrorism, energy failure, flood, earthquake, fire, occupation, strikes, lockout, modified government measures, transportation difficulties and other disturbances in or around the companies or suppliers on which the service depends.

**7.3 :** In the above mentioned cases (clause 7.2), we are not obliged to provide the services and we may delay the delivery until the problems are solved.

**7.4 :** Does the above case (article 7.3) last longer than 30 calendar days both parties have the right to cancel the service.

## **8. (Un)planned maintenance and downtime**

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

**8.2 :** Scheduled maintenance may extend. This will be clearly indicated and need not be provided with time duration if not known.

**8.3 :** By unscheduled maintenance, we mean maintenance that has been indicated up to 12 hours in advance.

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

**8.5 :** In case of both scheduled and unscheduled maintenance, we do not owe any compensation to the customer nor are we liable for the influences on the customer regarding date and time of the maintenance.

**8.6 :** In case of downtime, which is not caused by (un)scheduled maintenance or force majeure, we are not liable to pay any compensation to the customer.

**8.7** : When the downtime, which is not caused by (un)planned maintenance or force majeure, lasts longer than 48 hours, there is a possibility for compensation according to article 4.3.

## **9. Illegal Activities**

**9.1** : You are not allowed to use the service for illegal activities.

**9.2** : By illegal activities we mean anything that is illegal according to Dutch law, such as DDoS-es, hacking, websites related to hacking, attacks, arms trade, human trafficking, etc.

**9.3** : If the customer does use the service for illegal activities we may charge a fee for this. These will depend on any costs incurred by us, exactly what serious or illegal activity the customer has carried out and possibly the duration of the activity.

**9.4** : We may, in the event that the customer performs an illegal activity, stop the service immediately. This depends on the severity of the illegal activity.

## **10. Backups**

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

**10.2** : The customer is responsible for backing up their service.

## **11. Support inside and outside office hours**

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

**11.2** : We are not obliged to provide support on services at external companies and applications that do not originate from us.

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

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

**11.5** For urgent problems you can reach us by phone at the number at the bottom of the website. You can choose "Network Operations Center" or "urgent" outside office hours at all times.

**11.6** : Emergency means problems that directly affect MC-Node or problems that cause urgent problems for the customer.

**11.7** : Before calling outside of business hours, please create an NOC ticket on the website that includes the problem and other useful information.

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

## **12. Applicable law and competent court**

**12.1** : Any agreement between the parties shall be governed exclusively by Dutch law.

**12.2** : The Dutch court in the district where MC-Node is located is exclusively competent to take cognizance of any disputes between the parties, unless the law imperatively dictates otherwise.

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

**12.4** If one or more provisions of these general terms and conditions are held to be unreasonably onerous in legal proceedings, the other provisions shall remain in full force.

## **13. Modifications to the General Terms and Conditions**

**13.1** : We are at all times entitled to amend the terms and conditions.

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