

General Terms and Conditions Hercul-IT

Article 1. Definitions

1.1. **Service Provider:** Hercul-IT, having its registered office at Majoraan 38, 1616TR, Hoogkarspel, registered with the Dutch Chamber of Commerce under number 90518462.

1.2. **Client:** any natural or legal person who enters into an agreement with the Service Provider or requests a quotation.

1.3. **Services:** all products and services provided by the Service Provider, including but not limited to colocation, dedicated servers, VPS hosting, and other IT services.

1.4. **Agreement:** any agreement concluded between the Service Provider and the Client regarding the provision of Services.

Article 2. Applicability

2.1. These general terms and conditions apply to all offers, quotations, and Agreements between the Service Provider and the Client.

2.2. Deviations from these terms and conditions are only valid if agreed upon in writing.

Article 3. Conclusion of the Agreement

3.1. An Agreement is concluded as soon as the Client has accepted the quotation in writing or electronically, or as soon as the Service Provider has commenced the execution of the Services.

3.2. For colocation, a separate lease agreement or service agreement shall always be concluded, which is supplementary to these general terms and conditions.

Article 4. Provision of Services

4.1. The Service Provider shall make every effort to perform the Services carefully and in accordance with the agreements made.

4.2. Specified delivery or completion times are indicative and are not strict deadlines, unless expressly agreed otherwise in writing.

4.3. The Client is responsible for the correct and timely provision of data or materials necessary for the execution of the Services.

4.4. Any free services or promotions, such as a free migration service, apply only within reasonable limits. The Service Provider reserves the right not to perform these free of charge if, in its opinion, the execution requires exceptionally high time, costs, or resources, for example in the case of international migrations or extensive data relocations. The Service Provider will inform the Client of this in advance.

4.5. Maintenance activities may take place without prior notice, and interruptions resulting from maintenance shall not be considered downtime unless otherwise agreed in our SLA.

Article 5. Colocation

5.1. In the case of colocation, the Client shall be responsible for its own hardware and for its proper installation and configuration, unless agreed otherwise.

5.2. The Service Provider is not liable for defects in the Client's hardware, nor for outages or reduced performance of the hardware, except in cases of intent or gross negligence on the part of the Service Provider.

5.3. The Client must comply with the rules in force at the data center (house rules), which the Service Provider shall provide upon request.

Article 6. Dedicated Servers and VPS Hosting

6.1. In the case of dedicated servers, the hardware remains the property of the Service Provider, unless agreed otherwise in writing.

6.2. For VPS services, the customer is responsible for the technical maintenance, management and updates of the server, unless agreed otherwise in writing.

6.3. The Client is solely responsible for the content, security, and legality of the data hosted on the server.

Article 7. Use and Conduct Rules

7.1. The Client shall not use the Services for activities that are contrary to the law, public order, or good morals.

7.2. The following activities are prohibited, among others (but not limited to):

- Spamming
- Distribution of malware
- Infringement of intellectual property rights
- Hostile network scanning or hacking activities

7.3. The Service Provider reserves the right to suspend or terminate the Services in the event of a breach of this article, without any right to compensation for the Client.

Article 8. Prices and Payment

8.1. All prices are exclusive of VAT and other government-imposed levies, unless expressly stated otherwise.

8.2. Payment must be made within 14 days of the invoice date, unless agreed otherwise in writing.

8.3. In the event of late payment, the Client shall be in default without further notice and shall owe statutory interest.

8.4. If the Client fails to make timely payment, Hercul-IT is entitled, without prior notice of default, to (temporarily) suspend the provision of Services or to terminate the Agreement. Suspension or termination does not release the Client from its payment obligations. Hercul-IT shall not be liable for any damage resulting from this.

Article 9. Liability

9.1. The Service Provider shall only be liable for direct damage resulting from intent or gross negligence, with a maximum liability equal to the amount the Client paid for the relevant Service in the last three months prior to the incident causing the damage.

9.2. The Service Provider is not liable for indirect damage, including consequential damage, loss of profits, missed savings, or damage due to business interruptions.

Article 10. Force Majeure

10.1. The Service Provider shall not be obliged to fulfill any obligation if prevented from doing so by force majeure.

10.2. Force majeure includes, but is not limited to: power failures, network or internet outages, strikes, fire, government measures, or other circumstances beyond the Service Provider's control.

10.3 If the force majeure situation continues for more than 30 days and still affects the service after 30 days, both parties are entitled to terminate the agreement. Under no circumstances will any refund of amounts paid apply.

Article 11. Duration and Termination

11.1. Agreements are entered into for the duration specified in the Agreement.

11.2. For colocation, a minimum term applies as set out in the separate agreement, subject to the notice period stated therein.

11.3. Agreements for dedicated servers and VPS hosting are entered into for an indefinite period and may be terminated by the Client at any time via the client portal. There is no minimum contract period or notice period. Any amounts paid in advance will not be refunded, unless agreed otherwise in writing.

Article 12. Final Provisions

12.1. These terms and all Agreements are governed by Dutch law.

12.2. Disputes shall be submitted to the competent court in Amsterdam, unless mandatory statutory provisions dictate otherwise.