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# Terms and Conditions

All these terms and conditions are applicable to all services and products provided by DVHOSTING.

If these terms and conditions change you will always get notified in advance.

Please read and follow these terms and conditions.

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## Article 1 - Applicability Conditions

**1.1** The General Conditions shall apply to and form part of all offers, agreements and other legal acts, whether oral, written, electronic or any other form are made on delivery by DVHOSTING services to or on behalf of the customer.

**1.2** The General Conditions also apply to services where DVHOSTING wholly or partially provides services to third parties involved, whether or not processed, and provided to the customer. This includes services implemented by the offer, contract or other legal act, commissioned by DVHOSTING and delivered by a third party, to the customer.

**1.3** Deviations from the General Conditions are valid only if expressly agreed in writing by DVHOSTING to the client and advance.

**1.4** DVHOSTING explicitly rejects the applicability of any general (purchase or sale) conditions of the customer.

**1.5** If and to the extent any provision of the Terms is declared invalid or unenforceable, the remaining provisions of the Terms remain in effect.

DVHOSTING and customer shall then consult with each other on a new provision to replace the null / nullified stipulation, with the intent of the null / nullified stipulation being taken into account.

**1.6** DVHOSTING is entitled to amend these terms and conditions at any time. Changes will apply in respect of agreements already concluded with a notice period of 30 days after written notification of the change. If the customer does not accept the changes prior to the date of implementation or on receipt of the notice of change the agreement will be terminated. In this case no (partial) refund of fees will be paid.

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## Article 2 - Agreement

**2.1** All offers from DVHOSTING are free, unless stated explicitly in writing.

**2.2** All quotations made by or on behalf of DVHOSTING are free, unless stated otherwise by DVHOSTING writing or by email.

**2.3** A contract is formed by a User when an order is placed on the DVHOSTING website.

**2.4** Additions and amendments to the contract may be made only in writing.

**2.5** The agreement is valid for 12 months, unless otherwise agreed.

**2.6** The Agreement shall be automatically renewed for the same period unless it is terminated via an email of the customer not later than 2 months before the end of the Agreement. If the Customer is a consumer, an Agreement for a period of one year will be entered into. The Customer has the right to terminate with a notice period of one month. If the Customer does not terminate, the Agreement is automatically extended to a contract of indefinite duration. The customer, in this case, has the right to terminate the Agreement with a notice period of one month. Costs or non-cancelable charges made by DVHOSTING, commissioned by the Customer, after entering the agreement are non-refundable at termination and remain payable after the cancellation.

**2.7** Declared deadlines for the delivery of services by DVHOSTING are for guidance only and are therefore never actionable, unless expressly agreed otherwise in writing.

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## Article 3 - Domain Registration

**3.1** Request and use of a domain and / or IP addresses are subject to the prevailing rules and procedures of the relevant registration authorities, including but not limited to the Foundation for Internet Domain Registration in Belgium. The relevant body decides on the granting of domain and / or IP addresses. DVHOSTING only plays a mediating role in the application and does not guarantee that a request will be honored.

**3.2** The Customer indemnifies DVHOSTING against all claims from third parties in connection with the use of the domain name. This also applies to anonymous domains.

**3.3** If the customer has registered the domain name anonymously with DVHOSTING, DVHOSTING has the right at any time to declare the account holders personal data to any third party.

**3.4** In the case of anonymous domains, the customer shall be responsible for the domain name. Any costs incurred will be recouped from customers.

**3.5** It is not permitted to register anonymous domain names, which are filed as a trademark or registered with the Chamber of Commerce.

**3.6** DVHOSTING reserves the right to modify anonymous domain customer data.

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## Article 4 – Hosting & VPS

**4.1** DVHOSTING has an obligation regarding the availability of the server and the network, according to the service level agreement. DVHOSTING is not liable if this level is not achieved at any time.

**4.2** DVHOSTING is not liable for failure or unavailability due to force majeure, as well as failures in the Internet or from other providers, power failures, third party fraud or failure or unavailability of a similar site.

**4.3** The Customer may not use the Services and / or provided disk space in the event of the following:

- a.** Actions and or behavior contrary to the applicable legal provisions, Netiquette, or the guidelines of the Advertising Code Committee;
- b.** Sending unsolicited email and / or posting large numbers of newsgroups on the Internet posting of a message with the same content (spamming);
- c.** Violating copyright works or otherwise violating the intellectual property rights of third parties;
- d.** Publication or dissemination of criminal acts and / or video or audio material, including child pornography, racist material and discriminatory statements;
- e.** Sexual harassment or harassment of any other kind;
- f.** Access without consent from other computers or sites on the Internet or an

intranet, whether or not any security is breached and / or access is gained by a technical intervention using false signals or a false key, or by adopting a false identity (hacking);

**g.** Spreading computer viruses;

**h.** Any other act in violation of the law, the code of conduct, as well as what is proper in society.

**4.4** The Customer is not allowed to rent or to offer use by third parties of available disk space. This article only applies to web hosting and vps not reseller hosting and cloud servers.

**4.5** DVHOSTING is in the following cases allowed, with immediate effect to completely block all use or remove a Customer's website from the server without notice and without giving reason. In this case the Customer does not have any right to compensation and is required to refund all damages as a result of the offence to third parties. Non-payable subscription fees will be returned or settled:

**a.** If a customer violates the law or if there is a serious suspicion that a violation exists;

**b.** If a Customer's website or part of the website causes, or is likely to cause the 'interruption' or the unavailability of a DVHOSTING server;

**c.** If it appears that the Customer gave false and / or incorrect personal or business information;

**d.** If it appears that the Customer Agreement was entered into under false pretences.

**4.6** DVHOSTING has no influence on the information provided on the site or distributed through the servers and is not liable for any consequences. Nor is DVHOSTING liable for the disclosure of confidential information. The Customer is responsible for the use of credit card payments and acceptance or the use of electronic money through the site or otherwise.

**4.7** The Customer is responsible for exceeding the agreed amount of traffic in accordance with the agreed terms.

**4.8** If the Customer exceeds the agreed amount of data, DVHOSTING is entitled, on the basis of actual costs to levy a charge. The standard costing rate is EUR 0.50 per Giga Byte.

**4.9** The Customer is responsible for regular backup of all files on the server.

DVHOSTING has no responsibility for any loss of data or resulting damage.

**4.10** DVHOSTING is entitled to close an application (temporarily) without prior notice and / or limit the extent necessary for required maintenance or improvement of the system or the application's use.

**4.11** The temporary unavailability or reduced availability of the Customer's application gives no right to any refund of (part of) an invoice.

**4.12** The Customer is expressly prohibited to use IRC (Internet Relay Chat), or any other similar programs.

**4.13** The Customer is expressly not allowed to set up a Chat service without written permission from DVHOSTING. (Not applicable to VPS Server)

**4.14** The Customer is expressly not allowed to set an (anonymous) proxy.

**4.15** MySQL databases are subject to Fair use policy (both number and storage). In extreme cases, DVHOSTING may restrict the number of databases and / or storage. This article only applies to web hosting, not VPS hosting and cloud servers.

**4.16** The customer is expressly prohibited from using DVHOSTING servers (Not applicable to VPS Server) as a backup and / or file storage (other than the for the site of a Customer and possibly some backups thereof), including the provision of file, picture or video sharing and use of web space service as a backup medium. Cloud Servers are allowed. With written permission DVHOSTING could make a change to this policy for a specific individual.

**4.17** Unlimited data traffic is available only on the basis of Fair Use Policy.

**4.18** DDoS attacks and maintenance are excluded from the uptime guarantee offer.

**4.19** DVHosting will maintain cloud servers and obligates itself to keep this up2date. This will only happen if newer versions won't have any consequences on the integrity of your VPS environment. If this still happens, DVHosting can't be held accountable.

**4.20** Monitoring your server is done 24 hours a day if this package is applied. If necessary, in case of malfunctions, immediate action is taken by the provider and DVHosting. DVHosting is not responsible for damage caused by third parties or customers of a VPS environment. All repairs due to the aforementioned causes

will be charged according to the DVHosting service rate. This article only applies to VPS and cloud servers, not to regular web hosting.

**4.21** The customer is obliged to pass all implemented changes to his setup to DVHosting to prevent any patching problems. This article only applies to VPS and cloud servers, not to regular web hosting.

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## Article 5 - Decommissioning

**5.1** DVHOSTING has the right to postpone, cancel and / or limit the use of provided services (temporarily) if a Client fails to comply with its contract obligation to DVHOSTING and / or breaches these terms and conditions and / or at the request of a competent authority. The Client's obligation to pay the amounts owed remains despite decommissioning operations.

**5.2** Recommissioning will be carried out as soon as possible after the Client has fulfilled his obligations and a fixed amount payment for the completion of the matter has been met and / or if DVHOSTING has permission from a competent authority.

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## Article 6 - Prices and rates

**6.1** All prices quoted by DVHOSTING and rates are in Euros unless otherwise stated previously and explicitly in writing.

**6.2** All prices and rates quoted by DVHOSTING are exclusive of sales tax (VAT) and any other charges imposed by the government, and exclude transportation and delivery costs in respect of travel and accommodation, unless explicitly stated otherwise in writing.

**6.3** DVHOSTING is entitled at any time to adjust prices and rates with a notice period of one (1) month after the announcement.

**6.4** The customer may terminate at the effective date of the price change. Notice of termination must be made by an email.

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## Article 7 - Payment

**7.1** The Clients payment starts on the day the contract is made. The payment covers the period beginning on the day of the actual provision of services by DVHOSTING.

**7.2** The customer shall pay within the term mentioned on the invoice. If the date of payment is not indicated on an invoice then it will be payable within 14 (fourteen) days.

**7.3** All payments made by a Customer to DVHOSTING will be deducted from the oldest outstanding invoice belonging to that Customer, regardless of any other statement from the Customer.

**7.4** Any appeal by the Customer for suspension, reduction or deduction is not allowed.

**7.5** If any Customer invoice is not paid within the agreed payment terms, the Customer shall be in default without any notice or summons required.

**7.6** If payment is not received by the maturity of an invoice, a customer who is a consumer will be required to pay statutory interest (2%) on the amount due. A Customer acting on behalf of a profession or business will be subject to additional charges of 5% interest per month.

**7.7** If the Customer remains in default of the amount due, plus interest, in accordance with Article 7.6, an additional charge of € 35, - excluding VAT will become due.

**7.8** By failure to settle invoices DVHOSTING will pass the claim for collection. The Customer is, in this case, liable for the payment of interest in addition to the payment of the outstanding invoice and reminder costs required for compensation for any loss suffered by DVHOSTING, and all judicial and extrajudicial costs.

**7.9** If the Customer believes that an invoice is incorrect, objections must be made within two (2) weeks of the invoice date. Upon receipt of the objection DVHOSTING will initiate an investigation. When objections are not filed on time, the invoiced amount will be collected or deemed to be correct and accepted by the Customer.

**7.10** If a Customer uses direct debit payment DVHOSTING will automatically



collect the amount owed from the client's bank account. The Customer is responsible for the accuracy of the bank details provided, including but not limited to the account and the due.

**7.11** If a Customer cancels an automatic debit payment an extra administration charge will be levied.

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## Article 8 - Termination

**8.1** The Customer shall conform to the termination agreement. Article 2.6 Article 6.4. DVHOSTING will send a confirmation email for each termination request received.

**8.2** Each party is entitled to terminate the agreement by extrajudicial dissolution if the other party fails in performance of obligations under the Agreement and such failure, after having been declared in default, is not restored within a reasonable period of the agreement. Dissolution will not relieve the Customer from any payment in respect of services already provided by DVHOSTING, unless DVHOSTING is in default, relating to these services.

**8.3** DVHOSTING is entitled to terminate the contract without notice and / or judicial intervention with immediate effect if:

- 1.** The Customer is declared bankrupt;
- 2.** The Customer temporarily or permanently suspends payments required;
- 3.** The Customer has lost its power of free control (part of);
- 4.** DVHOSTING has reason to doubt the financial resources of the Customer to comply (in time) to its obligations under the agreement.

**8.4** DVHOSTING is entitled to terminate the agreement without judicial intervention with immediate effect or to work outside of the agreement in the cases under Article 4.

**8.5** In the event of termination due to the preceding paragraphs, the Customer will not be entitled to any compensation.

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## Article 9 - Liability

**9.1** DVHOSTING in its activities depends on the cooperation, services and supplies from third parties. Where DVHOSTING can exercise little or no influence DVHOSTING is not liable for any damage arising from the relationship between the Client and DVHOSTING or the termination thereof, regardless of whether the damage occurred during or after the relationship with DVHOSTING.

**9.2** Any liability of DVHOSTING for any other form of damage is excluded, including any form of additional compensation, compensation for indirect or consequential damages and damages for loss of earnings or sales and / or corruption or loss of data.

**9.3** The Customer indemnifies DVHOSTING of all claims from third parties in respect of damage caused by improper or careless use of the services provided to the Customer or by DVHOSTING in any way. This shall include, but not be limited to a fine from SIDN for a removal of any domain name without the permission of the copyright holder and damages to a third party from whom the property is moved illegally.

**9.4** If and insofar as DVHOSTING is required to pay compensation or damages to the Customer, such compensation is only recoverable to a maximum of € 300, -.

**9.5** The Customer is liable for all damages DVHOSTING may suffer as a result of a Customer's shortcoming in the fulfillment of the obligations arising from the agreement and these terms and conditions.

**9.6** Changes to Customer data must be immediately notified in writing to DVHOSTING. In the absence of this, a Customer is liable for any damages the Customer or DVHOSTING suffer as a result.

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## Article 10 - Personal

**10.1** The Client, when entering into an agreement, gives express consent to process submitted data and / or store it in a database for the purpose of execution of the agreement.

**10.2** DVHOSTING will change personal details, if possible, on request by the customer.

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## Article 11 - Disputes

**11.1** All cases in which these Terms and Conditions do not provide a definitive decision on behalf of the customer or DVHOSTING.

**11.2** All disputes between DVHOSTING and the Customer shall be governed by Belgian law.

**11.3** All disputes between DVHOSTING and the Customer shall be submitted exclusively to the competent court in Belgium.

DVHOSTING

# Webspace and traffic without restrictions

## Important

It is important that the website is developed by means of suitable programming so that it doesn't take up a lot of unnecessary memory on our servers. In this way DVHosting can continue to ensure the best loading time for every website.

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## Not allowed

The deliberate abuse of unlimited web space and traffic is not allowed. The only content that should be hosted is that of which you own the rights. It is not allowed to use the storage space for uploading, archiving, sharing or backing up files that are not intended for maintaining the website. And of course it is not allowed to host a website with the main purpose to generate data for another website.

It is only permitted to sell (parts of) the hosting package or to make it available to others if you are registered as a reseller of DVHOSTING.

In case of abuse of our unlimited hosting and traffic package we are permitted to limit its use. Of course, we will contact you to figure out the best solution.

# Antispam policy

The Antispam Policy applies to all shared hosting, co-located hosting, dedicated hosting and other hosting services of DVHOSTING.

## What is spam?

Spam is defined as unsolicited bulk email (UBE), for example: mail in large quantities (bulk) and unsolicited (unsolicited) is sent. Unsolicited means that the recipient has authorised the sending of the email with no demonstrable and explicit permission. Bulk means that the email is part of a larger quantity of emails, which are identical for each of a substantial part.

How to send unsolicited and bulk emails but avoid sending spam Unsolicited emails are normal and accepted, think about personal contact, any email sent to a person you have been in contact with by telephone or face-to-face for instance, could be classed as unsolicited. Bulk emails are also normal and accepted, and are subscribed to by many individuals. These can include mail-outs of special offers or newsletters. Only the combination of unsolicited and bulk emails creates spam.

These often (but not always) involve commercial mail: someone wants to sell a product, from Viagra or a mortgage to Prozac or porn. However, unsolicited announcements of cultural events, political or activist calls and the like fall under the heading of spam.

But it's for a good cause! Could that be right? Even for a charity, you may not spam. Additionally, you can find a charity (a call for a demonstration or collecting a signature) is another unwanted political expression.

## How can I do a mailing?

You may only send mass email when the recipients have demonstrably opted to receive it. This principle is called confirmed opt-in. Any other method of mass mail (opt-out/opt-in) is NOT allowed within our network.

## What exactly is the right way?

The owner of an email address must have given explicit and demonstrable permission to receive email from a mailing list.

This can be verified by using confirmed opt-in. Following registration, the owner of an email address will be sent a request to confirm whether he/she really wants to sign up for the mailing list (or for a newsletter or something similar). If the owner of the known email address does not send the confirmation back, it must be assumed that someone else has given the address (or that the perceived owner has invented it). If the holder of an email address confirming the demand, explicitly states that they agree to receive emails via the mailing list they are using confirmed opt-in.

To be totally correct, use of a unique confirmation code is recommended. Confirmation can only be made with that code. This has the advantage that others cannot falsify the confirmation.

There could be, in the confirmation email, a specified address where the owner of the email can report suspected abuse. In this way, it is possible to assess whether the mailing list is being abused.

It is intended that a user gives explicit permission and arguably a subscription to receive email from a mailing list. If they do not give this permission and still receive email from that mailing list, those emails can be interpreted as spam.

## What does the law say?

Unfortunately, the legislation on spam etc. is not regulated properly at this time. There are some new laws in process which should add extra clarity. Until then, according to our Terms and Conditions these activities are not allowed through or on our network.

## I have received an email with a spam complaint. What now?

We are very clear in this. You need to take action to prevent recurrence. We give no more than 1 (one) warning before we close off our service. If it is a “known spammer”, we will end the service immediately.

## But the complaint is unjustified!

That is something for us to judge. Please note that all mail outs are subject to an opt-in strategy. We can request that you show us the opt-in confirmation of the complaining party. If you cannot show this, we have to assume that it is spam.

## Why do you take such strict action?

Because, spam can subject our network and our name to negative publicity. Because it may no longer be possible for our customers to deal with certain providers if we appear on so-called blacklists. To keep our good name because we cannot provide an optimal service otherwise, so customers go away, or we miss out on potential customers. This is obviously a situation that we always want to avoid.

Last change: 11/05/2018 13:00