

General Terms and Conditions Antagonist B.V.

Version 20110801

Article 1. Definitions

1. Supplier: Antagonist B.V., established in Enschede, the Netherlands, and registered with the Dutch Chamber of Commerce under file number 09136441.
2. Customer: the natural or legal person who has concluded an Agreement with the Supplier or to whom the Supplier has submitted a quotation for this purpose.
3. General Terms and Conditions: the present document.
4. Service: the specific service that the Supplier agrees with the Customer, as stated in the Agreement or quotation.
5. Agreement: the agreement between the Supplier and the Customer in accordance with which the Supplier will provide the Service.
6. Website: the website of Supplier, reachable at www.antagonist.net.

Article 2. Quotation, offer and acceptance

1. The Customer can use the electronic ordering process on the Website to purchase the Service. The description and pricing of the Service is given on the Website and is binding.
2. The Customer is responsible for the accuracy and truthfulness of the details entered by the Customer during the ordering process. Also during the Agreement, it is the sole responsibility of the Customer to keep his company information, name, address and other contact details up to date.
3. If details provided by the Customer prove to be incorrect, the Supplier has the right to adjust the prices accordingly.
4. The Agreement is at all times subject to these General Terms and Conditions. Provisions or terms and conditions laid down by the Customer that differ from or do not appear in these General Terms and Conditions are only binding on the Supplier if and to the extent that they have been expressly accepted by the Supplier in writing.
5. The Agreement runs from the time at which notice of acceptance by the Customer is received by the Supplier.

Article 3. Provision of the Service

1. Following the conclusion of the Agreement, the Supplier shall provide the Service in accordance with the quotation or electronic order as soon as possible, taking account of the reasonable wishes of the Customer.
2. Unless otherwise agreed in writing, the Supplier guarantees that it will provide the Service to the best of its ability, exercising due care and expertise.
3. If and to the extent that proper provision of the Service so requires, the Supplier has the right to arrange for certain activities to be carried out by third parties. The Supplier does not accept any liability for services provided by third parties.
4. The Customer is obliged to do and allow all that is reasonably necessary and desirable for timely and correct provision of the Service. In particular the Customer shall ensure that all the details that the Supplier states are necessary, or that the Customer should reasonably understand are necessary to provide the Service, are provided to the Supplier promptly.
5. The Supplier is permitted to make changes independently to the material supplied by the Customer without the prior consent of the Customer.
6. If this is part of the Service, the Supplier shall provide the Customer with an administrative user name and password. With these details the Customer has access to an administrative account and a management tool that the Customer can at the Customer's own discretion use to manage delivery of the Service and accounts for individual users and to set the options and restrictions for these individual users of the Service, all within the limits indicated in the

Agreement. The Customer shall pay all the charges arising from use of the service with the administrative user name and password.

7. Any action that takes place using the administrative account or an account of an individual user will be regarded as taking place under the responsibility and at the risk of the Customer. The Customer must report any suspicion of misuse of an account to the Supplier as soon as possible to enable the latter to take action.
8. The Supplier has the right to take products and services supplied (temporarily) out of service, and/or to restrict their use, or not to supply them or to restrict their supply, if the Customer fails to fulfil an obligation to the Supplier in respect of the Agreement or fails to act consistently with these terms and conditions.

Article 4. Prices

1. All prices are exclusive of turnover tax (VAT), unless otherwise stated on the Website.
2. All prices on the Website, in quotations, folders and other Supplier documentation are subject to programming and typing errors. No liability will be accepted for the consequences of such errors.
3. If the Agreement is a continuing performance agreement, the Supplier is entitled to increase the rates charged at any time. The Supplier shall notify the Customer of rate changes, via the Website, in writing or by email, at least two (2) months in advance. In the event of a price increase, the Customer has the right to terminate the Agreement, subject to one (1) month's notice.
4. All the costs arising for the Supplier under the Agreement are for the account of the Customer, provided that they are attributable to the Customer.

Article 5. Hosting and related services

1. If the Service (also) includes services relating to storage and/or forwarding of material supplied by the Customer to third parties, as in the case of web hosting or email services, the provisions laid down in this article also apply.
2. The Customer shall not publish or display any information through the Supplier that is in breach of Dutch law. In particular this includes but is not limited to information published without the consent of the copyright holder(s), information of a libellous, intimidating, offensive, racist, inflammatory or discriminatory nature, information containing child pornography and information that violates the privacy of third parties or results in any form of stalking, and also hyperlinks, torrents or other references to such information on sites of third parties anywhere in the world (even when the information would be legal in the jurisdiction concerned).
3. The Supplier shall employ a complaints procedure that allows third parties ('complainants') to submit a complaint where they feel that such a breach has taken place. If a complaint is justified in the judgment of the Supplier, the Supplier is entitled to remove or block the material. In that case the Supplier is also entitled to provide personal details of the Customer to a reporting party or the competent authorities. The Supplier shall inform the Customer about the proceedings.
4. The Supplier is entitled to report any potentially illegal information. To this end the Supplier can provide all relevant Customer details and the information in question to the competent authorities and take all other actions required by these authorities as part of the investigation.
5. In the event of repeated complaints about information published by the Customer, the Supplier is entitled to dissolve and/or terminate the Agreement.
6. The Customer shall indemnify the Supplier against all losses as a consequence of the above. The Supplier is not liable for any losses the Customer suffers as a result of intervention by the Supplier as part of the complaints procedure.

7. The Customer shall refrain from being a nuisance to other Customers or Internet users or causing damage to the servers. The Customer is not permitted to start up processes or programmes, whether or not via the server, that the Customer knows or can reasonably presume will be a nuisance to the Supplier, other Customers or Internet users or cause damage. The Supplier shall notify the Customer of any measures.
8. The Customer shall comply with generally accepted Internet etiquette as laid down in RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and future adaptations of the same.
9. The Customer is not permitted to transfer the user name or user names and password or passwords provided by the Supplier to third parties without the consent of the Supplier.
10. The Customer is not permitted to resell and/or to relet the Service, unless otherwise agreed.
11. The term data traffic means all the network traffic generated by the Customer, incoming and outgoing. Incoming and outgoing traffic are added together to calculate data traffic.
12. The Supplier sets a maximum amount of storage space and a maximum amount of data traffic that the Customer may use as part of the Service. The Customer can find information about the aforementioned maxima on the Website of the Supplier at any time. The Supplier will suspend the webhosting account if the maximum amount of data traffic is reached. There is no liability for the consequences of failure to send, receive, save or edit data if an agreed storage space limit and/or data traffic limit has been reached.
13. Data traffic is not transferable to a subsequent month, and/or hardware, unless otherwise agreed.
14. The Customer may decide to increase the maximum amount of data traffic by paying an additional fee. The increased maximum amount of data traffic can last till the end of the month or for the full duration of the Service. The choice is up to the Customer.
15. The Customer hereby grants the Supplier an unrestricted licence to distribute, save, forward or copy all the materials distributed by the Customer using the systems of the Supplier in any way considered suitable by the Supplier, but only to the extent reasonably necessary for the fulfilment of the Agreement by the Supplier.
16. Apart from the obligations under the law, damage resulting from incompetence or the failure to act in accordance with the aforementioned points is for the account of the Customer.

Article 6. Domain names and IP addresses

1. If the Service (also) includes mediation by the Supplier in obtaining a domain name and/or IP address for the Customer, the provisions laid down in this article also apply.
2. The provided information by the Supplier about the availability of domain names on the Website or the customer portal My Antagonist is purely indicative. The Customer can not derive any rights from this information during the order process.
3. Application, assignment and any use of a domain name and/or IP address are dependent on and subject to the applicable rules and procedures of the registration authorities concerned, including the SIDN and RIPE. The authority concerned decides on the assignment of a domain name and/or IP address. The Supplier merely fulfils a mediating role in the application and does not give any guarantee that an application will be successful.
4. The Customer can only learn the fact of registration from the letter of confirmation from the Supplier, which states that the domain name requested has been registered, unless otherwise stated. An invoice for registration fees is not a confirmation of registration.
5. The Customer shall indemnify and compensate the Supplier for all losses connected with (the use of) a domain name on behalf of or by the Customer.
6. The order of Customer to the Supplier to transfer a domain name, implies that the Customer is the owner of that domain name. By the order of the Customer to the Supplier to transfer a domain name, the Customer shall also indemnify and compensate the Supplier against all losses associated with (the use of) the domain name.
7. If the Customer is found not to be the owner of the domain name that the Customer ordered the Supplier to transfer, the Customer is in violation of section 6. Automatically

and without prior proof of default, the Customer must pay Supplier a fixed lump sum of €5.000,00 in damages.

8. The Supplier is not liable for the losses by the Customer of its right(s) to a domain name and/or IP address or for the fact that the domain name and/or IP address have in the meantime been requested and/or obtained by a third party, except in the event of intent or gross negligence of the Supplier.
9. The Customer must comply with the rules that registration authorities lay down for application, assignment or use of a domain name and/or IP address.
10. The Supplier has the right to deny access to the domain name or make it unusable or to put it in its own name where the Customer is demonstrably in default in the fulfilment of the Agreement, such however only for the time that the Customer is in default and only on expiry of a reasonable period for fulfilment set in a written notice of default.
11. In the event of dissolution of the Agreement for breach of contract by the Customer, the Supplier is entitled to cancel the domain name and/or IP address subject to one month's notice.

Article 7. Resellers

1. If the Service (also) includes the reselling, reletting or otherwise providing against payment ('Reselling') of products or services of the Supplier by the Customer to the Customer's clients, the provisions laid down in this article also apply.
2. In the case of Reselling the Customer shall act in the Customer's own name, for its own account and for its own risk and is not entitled to conclude agreements for, or on behalf of the Supplier, or to create the impression that the Customer is the agent or representative of the Supplier.
3. The Customer is free in the provision of its offering and prices to its clients, within the limits of the Supplier given in the quotation.
4. The Customer must impose at least the same obligations on its clients as the Supplier imposes on the Customer with regard to the product(s) or service(s) provided. The Supplier can demand that the Customer submits proof of this.
5. The failure of clients of the Customer to pay or pay on time does not discharge the Customer from the Customer's payment obligations to the Supplier.
6. The Supplier shall only seek contact with clients of the Customer through the Customer, unless the Supplier has an urgent reason for approaching these clients directly. or the Customer gives consent for direct contact. (Impending) damage and nuisance for third parties as a result of the activities of clients is in any event an urgent reason.
7. The Customer is not entitled to use any trade name, brand name, logos or marks of the Supplier in promotional or commercial communication with a view to using the goodwill or good name of the Supplier for the canvassing of clients by the Customer. The Customer may however communicate in a businesslike manner that it uses products and/or services of the Supplier.
8. The Customer is at all times fully liable for everything that the Customer's clients do, or fail to do, using the systems or networks of the Supplier or those of its suppliers.
9. In the event of dissolution of the Agreement for breach of contract by the Customer, the Supplier acquires the right to approach, to inform and possibly to take over the Customer's clients.

Article 8. Services

1. Hardware and software support and other services shall be billed at the applicable hourly rate. The applicable hourly rate shall be published by the Supplier in advance. Support shall be charged by the hour, minimum purchase being one (1) hour unless otherwise agreed. In the case of requests for support where no SLA has been purchased, the Supplier cannot give any response time guarantees.

Article 9. Availability of the Service

1. The Supplier shall make every effort to achieve uninterrupted availability of the Supplier's systems and networks, and to provide access to data stored by the Supplier, but does not provide any guarantees unless otherwise agreed in the quotation or the electronic ordering procedure in the form of an SLA designated as such. Unless this has been otherwise stipulated in such an SLA, the provisions laid down in this article apply to availability.
2. The Supplier shall make every effort to keep the software the Supplier uses up to date. In this regard the Supplier is however reliant upon its Supplier(s). The Supplier is entitled not to install given updates or patches if in the Supplier's opinion this will not aid proper delivery of the Service.
3. The Supplier shall make every effort to ensure that the Customer can use the networks that are directly or indirectly connected to the network of the Supplier. The Supplier cannot however guarantee that these networks (of third parties) will be available at any given time.
4. If in the opinion of the Supplier the operation of the computer systems or the network of the Supplier or third parties and/or of the services using a network is at risk, in particular as a result of excessive sending of email or other data, poorly protected systems or activities of viruses, trojans and similar software, the Supplier is entitled to take all the steps that the Supplier reasonably considers necessary to avert or prevent this risk.
12. The Supplier does not provide any backups for the Customer, unless the Customer has purchased an additional SLA. It is the sole responsibility of the Customer to make backups of the data stored at the Supplier. The Supplier exclusively makes backups for continuation purposes. This service is provided as a courtesy. The Supplier does not provide any guarantees on this service and can not be held liable for it.

Article 10. Liability

1. The liability of the Supplier for direct losses suffered by the Customer as a consequence of an attributable shortcoming by the Supplier in the fulfilment of its obligations under this Agreement, expressly including any shortcoming in the fulfilment of a guarantee obligation agreed with the Customer, or as a result of a wrongful act of the Supplier, the Supplier's employees or third parties engaged by the Supplier, is limited per event or series of connected events to an amount equal to the payments that the Customer owes under this Agreement annually (exclusive of VAT).
2. Under no circumstances however shall the total compensation for direct losses amount to more than EUR 1,000 (exclusive of VAT).
3. The liability of the Supplier for indirect losses, including consequential loss, loss of profit, lost savings, loss of (business) data and loss through business stagnation, is excluded.
4. Outside the cases referred to in Article 10(1) the Supplier cannot be held liable for compensation, irrespective of the grounds on which a compensation action would be based. The maximum amount referred to in Article 10(1) shall however lapse if and to the extent that the loss is the consequence of intent or gross negligence of managerial staff of the Supplier.
5. The liability of the Supplier for attributable shortcomings in fulfilling the Agreement shall only arise if the Customer gives the Supplier immediate and proper notice of default in writing, in the process setting a reasonable time for resolving the shortcoming, and the Supplier fails imputably in the fulfilment of its obligations even after this time. The notice of default must contain the most detailed possible description of the shortcoming, so that the Supplier is able to respond adequately.
6. Under no circumstances is the Supplier liable for losses due to force majeure.
7. It is a condition for the existence of any right to compensation that in each case the Customer notifies the Supplier of the loss within 30 days of its occurrence in writing and by registered post.

8. For as far as the Customer is acting in the pursuance of his profession or company, the Customer shall indemnify the Supplier against all claims of third parties for liability as a consequence of a defect in the Service.

Article 11. Faults and force majeure

1. The Supplier has the right to take its systems, including the Website, or parts thereof temporarily out of service for the purposes of maintenance, modification or improvement. The Supplier shall endeavour to arrange for such taking out of service to take place as far as possible outside office hours and shall make every effort to notify the Customer of the planned taking out of service in good time. Under no circumstances however is the Supplier liable for compensation for losses in connection with such taking out of service.
2. The Supplier 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 substantial change in the functionality, the Supplier shall make every effort to notify the Customer thereof. In the case of modifications that are relevant for several customers, it is not possible to forgo a given modification for the Customer alone. The Supplier is not liable for any compensation of losses due to such a modification.
3. In the event of the non-availability of the Service, due to faults, maintenance or other causes, the Supplier shall make every effort to inform the Customer 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 attack, DoS or DDoS attacks, power failures, internal civil commotion, mobilisation, war, obstruction in transport, strike, lockout, business disruptions, delay in supply, fire, flood, import and export impediments and in the event that the Supplier is prevented from supplying through its own Suppliers, irrespective of the reason for this, as a result of which fulfilment of the Agreement cannot reasonably be required of the Supplier, the performance of the Agreement shall be suspended, or the Agreement shall be terminated when the force majeure situation has lasted more than 90 days, all without any obligation to pay compensation.

Article 12. Term and cancellation

1. The Agreement for a Service (with the exception of a one-time Service) is agreed upon for a period of 12, 24 or 36 months, unless otherwise agreed in writing.
2. The Service ends automatically upon expiry of the agreed period, unless the Customer chooses to prolong the Service for a new period as described in section 1 by means of the described procedure in the following sections 3, 4 and 5.
3. It is the sole responsibility of the Customer to be informed at all times about the expiry date of the Service and to take the initiative to prolong the Service for a new period.
4. If the Customer wishes to prolong the Service, the Customer can use customer portal My Antagonist of the Supplier to prolong the Service and to pay the charged amount.
5. Extension of the Service is only realized until the Supplier has processed all payment(s) by the Customer that sum up to the total amount owed by the Customer for the extension of the Service. Therefore it is required that the Customer ensures that the Supplier has received the total amount, at the very latest, 5 working days before the expiry date of the Service.
6. On cancellation, termination or dissolution for whatever reason, the Supplier is entitled immediately to delete all stored data or to deny access to it and to close all the accounts of the Customer. The Supplier is not obliged to provide the Customer with a copy of this data.
7. Unless expressly indicated in writing that they are deadlines, delivery periods given by the Supplier are always indicative. The Supplier is not in default, even in the event of an agreed deadline, until the Customer has given it notice of default in writing.
8. Exceeding agreed delivery periods for whatever reason does not give rise to any right to compensation, unless otherwise agreed in writing.

9. If the Customer is a natural person who is not acting in the course of a profession or business, the Customer has the right, without giving reasons, to dissolve the Agreement within seven working days of its conclusion, unless the Supplier has already started on the performance of the Agreement within this period with the consent of the Customer. Domain names are excluded from this statutory reconsideration period, because a domain name is determined on the basis of the specifications of the Customer or is personal in nature (see Article 7:46d of the Netherlands Civil Code).
10. If the Customer fails to fulfil any of its obligations under the Agreement, the Supplier has the right to terminate all the Agreements concluded with the Customer concerned without notice of default or judicial intervention being required and without prejudice to the right of the Supplier to compensation for losses, loss of profits and interest.

Article 13. Payment terms

1. The Supplier shall send the Customer an invoice or pro forma invoice for the amount owed by the Customer. In case of a pro forma invoice, the Customer is not obligated to pay. The term of payment of any invoice is 14 days following the date of the invoice, unless otherwise stated on the invoice or otherwise agreed in the Agreement.
2. If the Supplier has sent a pro forma invoice, the Supplier will send a final invoice after the payment has been processed.
3. The Supplier is permitted to send (pro forma) invoices electronically.
4. Upon the expiry of 14 days after the term of payment, the Customer whose payment is overdue, is in default by operation of law without notice of default being required for this. If an amount owed is not paid within the term of payment, statutory interest is payable on the outstanding invoice amount without further notice of default by the Supplier.
5. In the event of overdue payment, the Customer, 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.
6. The action for payment is immediately due and payable in the event that the Customer is declared bankrupt, applies for court protection from creditors or total attachment orders are placed on assets of the Customer, the Customer dies and furthermore, if the Customer goes into liquidation or is dissolved.
7. In the above cases the Supplier 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 Customer that might arise because of this.

Article 14. Intellectual property rights

1. All intellectual property rights to all the materials, software, analyses, designs, documentation, opinions, reports, quotations, and preparatory material thereof, developed or provided as part of the Service, are vested exclusively in the Supplier or its licensors.
2. The Customer shall only acquire the rights of use and powers arising from the scope of the Agreement or granted in writing, and otherwise the Customer shall not reproduce or publish the software or other materials.
3. The Customer is not permitted to remove from the materials or to amend any marking concerning copyrights, brands, trade names or other intellectual property rights, including markings concerning the confidential nature and secrecy of the materials.
4. The Supplier is permitted to take technical measures to protect the materials. If the Supplier has used technical protection to protect the materials, the Customer is not permitted to remove or to evade this protection.
5. Any use, reproduction or publication of the materials that is beyond the scope of the Agreement or rights of use granted will be regarded as a breach of copyright. The Customer shall pay the Supplier an immediately payable penalty that is not open to judicial

moderation of 1,000 euros per breach, without prejudice to the right of the Supplier to obtain compensation for its losses on account of the breach or to take other legal action in order to terminate the breach.

Article 15. Confidentiality

1. The Parties shall treat information that they provide each other before, during or after the execution of the Agreement confidentially when this information is marked confidential or when the receiving party knows or must reasonably presume 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 execution of the Agreement.
2. The Supplier shall not examine data that the Customer stores and/or distributes using the systems of the Supplier, unless this is necessary for proper performance of the Agreement or the Supplier is obliged to do so in pursuance of a legal provision or by court order. In that case the Supplier shall make every effort to limit the examination of the data as far as possible, to the extent that this lies within its power.

Article 16. Processing of personal data

1. On grounds of Dutch law (such as the law for Protection of Personal Data), Customer has commitments to third parties concerning the processing of personal data. Customer is obligated to inform involved parties and give them access to their personal data for inspection, correction and deletion.
2. The involved parties agree that, by the definition of the Dutch law for Protection of Personal Data and with regards to processing personal data, Customer is a 'processor'. Customer is solely responsible for complying to the obligations involved with processing personal data by means of the Service or in any other way.
3. Customer declares to Supplier that the processing of personal data will be performed in full compliance to Dutch law and that no rights of third parties will be violated. Customer also indemnifies Supplier against any legal claim(s) from third parties, regardless on what account, if the claim is related to the processing of personal data.

Article 17. Complaints

1. Complaints about the execution of the Agreement, the performance of the Service or the working of other facilities must be submitted in writing. The Customer may expect a response to the complaint within five working days.

Article 18. Changes to General Terms and Conditions

1. The Supplier reserves the right to change or to supplement these General Terms and Conditions.
2. Changes also apply in respect of Agreements already concluded subject to a period of 30 days following publication of the change on the Website of the Supplier or by electronic communication. Changes of minor importance can be made at any time.
3. If the Customer does not wish to accept a change in these terms and conditions, it can terminate the Agreement up to the date on which the new terms and conditions come into force by this date at the latest.

Article 19. Final provisions

1. This Agreement is subject to Dutch law.
2. Unless otherwise stipulated by the mandatory rules, all disputes arising from this Agreement shall be submitted to the competent Dutch court for the district in which the Supplier is established.
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 as far as is possible by law gives shape to the intention of the original Agreement and General Terms and Conditions.

4. The term 'in writing' in these General Terms and Conditions includes email and communication by fax, provided that the identity and integrity of the email or fax are duly established.
5. The version of any communication, measurements made (such as data traffic, but not limited to this) and monitoring by the Supplier received or stored by the Supplier shall count as authentic, subject to evidence to the contrary to be provided by the Customer.
6. The Parties shall immediately notify each other in writing of any changes of name, postal address, email address, telephone number and if so required bank account number.
7. These General Terms and Conditions have been written in Dutch and have been translated to other languages, such as German and English. Should there be any difference in the content or intent in comparison to the Dutch version, the Dutch version is leading and binding.
8. The Customer is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior consent of the Supplier in writing. The Supplier can do this without the consent of the Customer.