

trans ip

# Terms and Conditions

January 2024

## **/ General terms and conditions TransIP B.V.**

These general terms and conditions apply to every proposal and/or offer of TransIP B.V. (hereinafter referred to as “TransIP”) and form an integral part of every agreement between TransIP B.V. and you. These general terms and conditions are leading and constitute, together with the offer, the content of the agreement concluded between you and TransIP. The explanations and short texts on the support pages of our websites are not part of our agreement. The last amendment to these terms and conditions took place on 12 February 2024.

### **Article 1. Concepts**

1. TransIP B.V., established in Amsterdam and registered with the Chamber of Commerce under number 24345899 and a subsidiary of team.blue nl B.V.
2. When these terms and conditions refer to a Service, we mean a service that TransIP provides to you, because you have entered into an agreement for it.
3. Registry is an entity responsible for issuing domain names on the Internet.
4. Intellectual property rights include (among others): copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights and rights to know-how.
5. Your account gives you access to a TransIP user interface that allows you to manage and configure (certain aspects of) the Services.

### **Article 2. The Agreement**

1. If you have placed an order on one of TransIP’s websites, created an account or agreed to an offer from TransIP, an agreement has been concluded with you.
2. The applicability of your or your company’s purchase or other terms and conditions is expressly rejected.
3. Deviations from these general terms and conditions are only valid if they have been expressly agreed in writing.
4. For domain registrations, you always enter into an agreement with TransIP for the duration of one (1) year, unless otherwise indicated in the ordering process. The agreement is tacitly renewed for one (1) year at a time.
5. For SSL certificates, the agreement is entered into for the duration of a (1) year, unless otherwise specified in the ordering process. The agreement is not tacitly renewed, but will always be terminated automatically by operation of law.
6. For all other Services, the agreement is entered into for the duration of one (1) month. The agreement is each time tacitly renewed for one (1) month.
7. TransIP may unilaterally amend or supplement the agreement and these general terms and conditions, also for existing agreements. For pre-existing agreements, a period of one (1) month applies after publication before the amendment takes effect. Changes of minor importance, changes based on the law and changes in your favor can take effect immediately.
8. If you do not agree with the amendment or addition to these general terms and conditions, you can cancel the agreement. The termination will take effect on

the date on which the amended or supplemented general terms and conditions enter into force.

9. TransIP performs its Services to the best of its knowledge and ability. TransIP does not guarantee minimum speeds, uninterrupted operation, reliability or accessibility for its Services and systems.

10. The (delivery) deadlines mentioned by TransIP are not strict deadlines, unless explicitly indicated.

11. In the event of a discrepancy between different documents, the following order of precedence shall apply:

- a. additional written and signed agreements;
- b. approved (digital) quotation or order via the website;
- c. agreed written availability arrangement;
- d. Data Processing Agreement;
- e. additional terms and conditions;
- f. General conditions.

### **Article 3. Account**

1. You can create an account through our websites. This account will be accessible by entering a password and username. You are responsible for choosing a strong password and keeping this password secret.

2. We offer a digital wallet in which you place credits in order to purchase TransIP Services. You can access your digital wallet through your account. You are responsible for maintaining the credit. If you have a balance deficit, TransIP may not renew your agreement(s), suspend the agreement(s) and terminate the service(s). TransIP will do its best to warn you about this in a timely manner and may also choose to apply the normal payment arrangement.

### **Article 4. Scope of Services**

1. TransIP grants you the non-exclusive, non-transferable and revocable right to use the Service, including future updates, for the duration and subject to the terms of the agreement.

2. Third-party services may be part of the agreement. If that is the case, the additional terms and conditions of these third parties will apply additionally to the use of those services. The additional terms and conditions can be consulted on our website.

3. You grant TransIP (where applicable) a power of attorney to accept any additional terms and conditions on your behalf and/or to enter into a (separate) agreement for the registration of a domain name or the provision of the Service in question.

### **Article 5. Your obligations**

1. You must do all that is reasonably necessary and desirable to enable a timely and correct execution of the agreement. You ensure in any case that all data is correct and provided to TransIP on time. This may be, for example, the data

indicated by TransIP indicates as necessary, or that you know or should know are necessary for the performance of the service.

2. When using free Services, you are required to perform an activity at least once a year (for example, by logging in to the Service).
3. You are also responsible for keeping all your data within your account up-to-date.
4. If there is (a suspicion of) misuse of login details, you must immediately report this to TransIP so that we can take measures.
5. Any action that takes place through your account is your responsibility and is at your risk.
6. You must notify TransIP of any changes in data or circumstances without delay.
7. You are fully responsible for all installations and maintenance of applications used by you, unless the application is an inseparable part of the Service.
8. These general terms and conditions also apply to your legal successors. If you resell the Services you have purchased, you are obliged to do so by declaring the application of these terms and conditions to your agreement with the end user of the service.
9. In the event that a third party, such as Microsoft, wishes to gain access to your Services in connection with an audit at TransIP to see whether there is software on your Services that is licensed by this third party, we will notify you. You are obliged to cooperate. Of course, we will treat this as confidential as possible.

## **Article 6. Prices and payment**

1. The prices for consumers are all prices mentioned inclusive of VAT and other taxes imposed by the government. For TransIP's business customers, the prices are shown excluding VAT. All prices are subject to (apparent) programming and typing errors.
2. TransIP reserves the right to amend the agreement if it turns out that you have provided incorrect or incomplete data.
3. In addition to Article 2 paragraphs (7) and (8), prices may be adjusted at any time during the term of the agreement. Again, we will inform you at least one (1) month in advance of an intended price change. If you do not agree with the change(s), you may cancel the agreement via the control panel (CP). The possibility of termination does not exist if the change in prices is the result of:
  - a. inflation;
  - b. a price increase by our supplier(s);
  - c. an obligation imposed on TransIP by law;
  - d. price change to your advantage.
4. The price changes referred to in paragraph 3(a) to (d) of this Article 6 may take effect immediately.
5. TransIP will charge all recurring costs monthly in advance and charge one-off costs (such as installation costs, activation costs) and additional Services afterwards.

6. The invoice must be paid within fourteen (14) calendar days of the invoice date.
7. In the event that a direct debit fails, we will always send a message. In addition, we send general payment reminders if an invoice is not paid.
8. If a payment has not been made after a reminder, you are in default. From that time, you will also owe collection costs pursuant to the Decree on extrajudicial collection fees (Besluit vergoeding voor buitengerechtelijke incassokosten) and also the statutory interest.
9. In addition, your paid Services will no longer be renewed and your free Services will be cancelled immediately. We will then no longer be able to provide you with new Services.
10. You are not entitled to set-off payments against any claim on your part. Article 6:127 of the Dutch Civil Code is therefore expressly excluded.

### **Article 7. Right of withdrawal**

1. This article only applies if you are a consumer (and therefore not acting in the exercise of a profession or business).
2. As a consumer, you can terminate the agreement free of charge up to and including fourteen (14) calendar days (the cooling-off period) after concluding the agreement. You are then only obliged to pay any costs for the use of the Service until the moment of termination.
3. You can dissolve the agreement within the cooling-off period by The model form for revocation (digitally) to TransIP, or by announcing to TransIP in any other unambiguous manner that you will abandon (part of) the agreed Services. In the case of a digital report, TransIP will confirm receipt of this report.
4. If you have already (partially) paid, TransIP will refund this amount as soon as possible, but no later than fourteen (14) calendar days after termination of the agreement. TransIP does this in the same way as you paid for the order.
5. The right of withdrawal does not apply to agreements for the provision of Services, after performance of the agreement, if:
  - a. the performance has begun with the express prior consent of the consumer; and
  - b. the consumer has declared that he waives his right of rescission as soon as TransIP has fulfilled the agreement.
6. The right of withdrawal does not apply to a domain registration or to the validation of an SSL certificate, because this service(s) will be performed in full within the legal period for revocation with your consent. In addition, you expressly waive the right of rescission during the ordering process.

### **Article 8. Web hosting and VPS**

1. The installation of, and maintenance of, the necessary hardware is carried out by TransIP. If you purchase web hosting or VPS, you are not entitled to physical access to the server room.
2. TransIP has the right to assign other hardware to you, if this other hardware

reasonably meets, or is better than, the requirements that applied to the original hardware.

3. There is always a shared infrastructure. You ensure that unnecessary peak loads on the Services are avoided and that you do not use the Services in a way that causes inconvenience to other customers of TransIP.

4. If available, you may upgrade the purchased capacity and storage space for the Services through your account at any time. TransIP will do its best to implement the requested upgrade as soon as possible. Downgrading of the Services is not possible during the agreement. However, it is possible to terminate the agreement and enter into a new agreement with TransIP, in accordance with the rules on termination. In that case, TransIP will make every effort to transfer your data internally.

### **Article 9. Domain names**

1. TransIP cannot guarantee that a submitted application for a domain name will be honoured. TransIP is therefore not liable for any damage resulting from the impossibility of registering a domain name or for the rejection of a domain name application. After a successful application for a domain name, TransIP will send a confirmation email as soon as the domain name is actually registered.

2. If changes are made to domain names within your account, these changes are automatically communicated to the relevant registrar, such as the Internet Domain Registration Foundation in the Netherlands (SIDN). You are responsible for entering the correct information within your account and keeping it up-to-date.

3. TransIP may charge costs for the reactivation of a domain name after suspension, cancellation or any form of (temporary) termination.

### **Article 10. Regulatory Bodies**

1. The IP address application and assignment process is subject to rules and procedures of registering bodies, such as Réseaux IP Européens (RIPE). SSL certificates are subject to the rules and procedures of the chosen Certificate Authority. Domain names are subject to the rules and procedures of the Registry of the relevant extension. From the moment you request the Services described above, you are bound by the terms and conditions of these authorities.

2. These registering bodies decide whether or not to grant what has been applied for. TransIP only plays an intermediary role in the application procedure.

3. When registering a domain name, the general terms and conditions of the umbrella registry or the intermediary through which we register your domain name also apply. These additional terms and conditions can be found on our websites.

4. Assigned IP addresses remain under TransIP's management and cannot be transferred or moved.

5. The SSL certificate can be withdrawn by TransIP or by the relevant Certificate Authority. Withdrawal can occur if you have provided the wrong information for the SSL certificate or if the reliability of the SSL certificate has been compromised. You will not receive any compensation or replacement product for this.

## **Article 11. Backups, availability and maintenance**

1. TransIP will regularly make backups of the data stored by you. Upon request, TransIP will make these backups available to you. TransIP may charge a fee for this. Our Services are subject to different backup periods. These deadlines are clearly stated on our website. Have you not explicitly agreed with TransIP within the backup period that TransIP will make these backups available to you? Then the backups will be automatically deleted after the backup period. Backups of web hosting and e-mail hosting may be destroyed by TransIP after seven (7) calendar days after the end of the agreement. For VPS a period of three (3) calendar days applies. Please keep this in mind if you terminate the Service or if TransIP informs you that the Service is being terminated.
2. TransIP does its best day and night to ensure that Services always perform to the maximum and are accessible. TransIP takes strict measures to ensure that the Services remain accessible. Guarantees in this regard are only offered if this is included in the agreement.
3. TransIP has the right to (partially) temporarily suspend the Service for maintenance, modification or improvement of the system or associated software or facilities. TransIP will try to arrange this as much as possible between 23:00 and 5:00 (CET). TransIP will try to inform you of this in time. TransIP is never obliged to pay compensation in connection with such decommissioning.

## **Article 12. Code of conduct and notice-and-take-down**

1. You can decide for yourself what you do with the Service, but it is of course not the intention that you (or your customer) endanger TransIP's network or violate the law.
2. You guarantee us that (the performance of) the Agreement, nor the actual and/or legal acts that you perform using the Services of TransIP, infringe any (subjective) right of a third party, including any intellectual property rights, or any rule of law, regardless of any legal system. You also warrant to us that the Services will not be used for any activity that violates any law or regulation. In addition, you are expressly prohibited (whether lawful or not) to offer or distribute through the Services any materials that:
  - a. contain malicious content (such as malware or other malicious software);
  - b. infringe the rights of third parties (such as intellectual property rights), or are libelous, defamatory, abusive, discriminatory or hateful;
  - c. contain hyperlinks, torrents or references with (repositories of) material that infringes intellectual property rights;
  - d. contain any form of criminal pornography or are apparently intended to help others find such material;
  - e. constitute a violation of the privacy of third parties, including in any case but not limited to the distribution of personal data of third parties without permission or necessity or the repeated harassment of third parties with unsolicited communications.
3. If, in the opinion of TransIP, nuisance, damage or other danger arises for the

functioning of the systems or networks of TransIP or third parties, such as excessive sending of e-mails, (D)DoS attacks, poorly secured systems or activities of malware or other harmful software, TransIP has the right to take all measures it reasonably deems necessary to prevent or avert this danger.

4. If a third party points out to TransIP that you have made unmistakably unlawful use of the TransIP Services, TransIP will inform you as soon as possible. TransIP will ask you to respond as soon as possible (but no later than 24 hours), after which TransIP will decide how to act (even if you do not respond). In urgent cases, TransIP will intervene immediately.

5. TransIP has the right to suspend Services, remove material or block (the use of) Services if these general terms and conditions, rights of third parties or laws and regulations are violated or if there is excessive load on TransIP's systems. If a court orders TransIP to decommission your Services, such an order will be followed immediately. TransIP ensures that you are informed as soon as possible in all these cases.

6. TransIP may provide your name, address and other identifying data to a third party who complains that you are infringing their rights if there is no less intrusive way for that third party to retrieve your contact details. TransIP will only do this if the correctness of the complaint is reasonably plausible, if a third party has a reasonable interest in providing the data and if all legal requirements have been met.

7. TransIP strives to act as reasonably, carefully and adequately as possible in the event of complaints and is not liable for damage resulting from the measures taken in accordance with this article.

### **Article 13. Digital Service Act, Acceptable Use and Measures**

1. Team.blue nl B.V. ("team.blue") (including its subsidiary TransIP) adheres to the measures included in the EU Regulation No. 2022/2065 – Digital Services Act ("DSA"). Users are responsible for the content they upload, share, or otherwise make available on our Services. Any content that violates the DSA, other applicable law, or our Terms and Conditions may be removed, and users may be subject to account suspension on team.blue's initiative.

2. We will cooperate with the relevant authorities as required by the relevant regulation and DSA, including providing information (including personal data) and assistance in investigations. The single point of contact can be reached at the following e-mail address: [abuse@nl.team.blue](mailto:abuse@nl.team.blue) (the "Abuse Email").

3. If a person or entity is aware of the presence of specific items of information and/or content on TransIP's services that is considered illegal content by such person or entity, such party may contact TransIP via the dedicated point of contact at the email address: [abuse@nl.team.blue](mailto:abuse@nl.team.blue) and send a report (the "Report") that meets all of the requirements below:

- a a sufficiently substantiated explanation of the reasons why the person or entity claims that the information in question is illegal content, and
- b a clear indication of the exact electronic location of that information, such



as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and the specific type of hosting service; and

c the name and email address of the person or entity submitting the report, except in the case of information considered to involve to one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU, and

d a statement confirming the sincere belief of the person or entity submitting the notification that the information provided is accurate and complete.

4. As soon as TransIP has received a report, we will send an acknowledgement of receipt to the person or entity without undue delay. When a Report meets the above requirements, TransIP will inform that person or entity of its decision, providing a “statement of reason”. TransIP is not required to conduct a detailed legal investigation into the facts in the Report, but must carry out a review at the level expected of a diligent hosting provider.

5. If the person or entity does not agree with the decision, he or she can contact TransIP again at the following Abuse Email, stating the reasons why they disagree with the decision. TransIP examines the request and communicate the person or entity of its final decision. Notwithstanding the above procedure, the person or entity may also report the allegedly illegal content or activity to public authorities in order to defend its rights.

6. To enhance transparency and compliance with the DSA, we may publish reports describing our content moderation practices, including the number and nature of content removals and user accounts that have been suspended or terminated.

7. Team.blue can recover damages resulting from violations of these rules of conduct from the User. User indemnifies team.blue against (i) claims by third parties with respect to any content or material contained on the Team or Team.blue Systems; (ii) any violation of any applicable law or regulation, and (iii) any violation of the Acceptable Use Policy (AUP) as set forth in Section 12 by the User.

#### **Article 14. Liability**

1. The total liability of TransIP due to an attributable shortcoming in the performance of the agreement or for any other reason obliged to compensate damage, expressly including any failure to comply with a warranty obligation agreed with you, is limited to compensation for direct damage, which concept of damage also includes multiple damages as a result of a series of related events that are seen in this article as a single claim.

2. Direct damage is exclusively understood to mean:

a. material damage to property;

b. reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event on which the liability is based;

c. reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the method of repair.

3. TransIP's liability for indirect damages, consequential damages, lost profits,

lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims by your customers, damage related to the use of third party items, materials or software prescribed by you to TransIP and damage related to the engagement of subcontractors prescribed by you to TransIP is excluded. TransIP's liability for mutilation, destruction or loss of (back-up) data, data, documents, domain names and/or other types of (financial) rights is also excluded.

4. Under no circumstances shall TransIP's total liability for damages, including multiple damages resulting from a series of related events, for whatever reason, exceed the lesser of:

a. the price stipulated for the agreement (excl. VAT), whereby if the agreement is mainly a continuing performance agreement with a term of more than one (1) year, the price stipulated for the agreement is set at the total of the fees (excl. VAT) for one year, and

b. € 250,000,-- (two hundred and fifty thousand euros).

5. Contrary to article 12 paragraph 3 of these general terms and conditions, the total liability of TransIP for damage caused by death, bodily injury or material damage to property shall never exceed € 1,250,000 (one million two hundred and fifty thousand euros).

6. Notwithstanding the provisions of Articles 12(1) to 12(4) of these General Terms and Conditions, the total liability of TransIP as referred to in Article 12(1) of these General Terms and Conditions towards you and third parties together for damage as a result of (a series of) related events shall be limited to the amounts to be paid out by the insurer. whereby all claims to be paid out by you and third parties together will never exceed the total amount to be paid out by the insurer of € 2,500,000.

7. The exclusions and limitations of TransIP's liability, as described in the previous paragraphs of this article, do not affect the other exclusions and limitations of TransIP's liability pursuant to these general terms and conditions, any additional terms and conditions or pursuant to the processing agreement to be concluded between the parties.

8. The exclusions and limitations referred to in Articles 12(1) to 12(6) of these General Terms and Conditions shall lapse if you demonstrate that the damage is the result of intent or deliberate recklessness on the part of (the management of) TransIP.

9. Unless performance by TransIP is permanently impossible, TransIP's liability for attributable failure to comply with an agreement will only arise if you immediately notify TransIP's management by registered letter and in writing. In doing so, you must set TransIP a reasonable period of time to remedy the shortcoming. If TransIP continues to imputably fail to comply with its obligations after that period, you can hold TransIP accountable. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that TransIP is given the opportunity to respond adequately.

10. A condition for the existence of any right to compensation and/or the right to complaint, including about invoices and/or shortcomings, is always that you have

to acknowledge the damage and/or grounds for complaint as soon as possible, and no later than eight (8) days after the occurrence, or at least within a maximum of eight (8) days after the moment that the damage or grounds for advertising could reasonably have been discovered, registered and written to TransIP. In the case of a consumer sale, a period of two (2) months applies by operation of law for reporting the ground for advertising after it has arisen, or at least two (2) months after the moment that the ground for advertising could reasonably have been discovered. Any claim for damages against TransIP shall lapse by the mere lapse of twenty-four months after the claim arose, unless the Client has filed a legal action for compensation for the damage before the expiry of that period.

11. You indemnify TransIP against all claims of third parties related to or arising from the use of Services and/or goods provided by TransIP, including, but not limited to, product liability as a result of a defect in a product or system that was supplied by you to a third party and that also consisted of equipment supplied by TransIP, software or other materials, unless and to the extent that you prove that the damage was caused by that equipment, software or other materials. Furthermore, you must indemnify TransIP vis-à-vis third parties for non-compliance with your obligation as referred to in Article 5, paragraph 9. You will reimburse TransIP for all costs, damages and fines arising from such claims.

12. The provisions of this article, as well as all other limitations and exclusions of liability mentioned in these general terms and conditions, also apply to the benefit of all (legal) persons that TransIP uses in the execution of the agreement.

13. You are obliged to insure yourself against liability and to keep yourself insured for the duration of the agreement for the risks mentioned in this article.

### **Article 15 Intellectual property rights**

1. The intellectual property rights to the Service remain vested in TransIP or its licensors.

2. All intellectual property rights that rest on your data or other materials provided by you remain vested in you.

### **Article 16. Personal data**

1. You have the right to access your personal data. If the overview provided by us contains inaccuracies, you can request us in writing to change the data or have it removed. If you request TransIP to delete your personal data and TransIP (partially) complies, this action can no longer be reversed. There is no backup of deleted data available.

2. TransIP has a duty of care to conclude a processing agreement when its customers process personal data via TransIP's systems. In that case, these customers of TransIP are the controllers. TransIP therefore makes a data processing agreement available to all its customers. It is your responsibility to check whether you are indeed a controller and instruct TransIP to act as a processor and therefore store personal data with us. If that is the case, you will need to enter into a processing agreement with TransIP in addition. If you fail to enter

into a processing agreement with TransIP, but are obliged to do so under privacy legislation, this is entirely your responsibility.

3. You guarantee that you will only process personal data in and with the help of our service(s) in a completely lawful manner. You guarantee that the content, the use and the order to process personal data are not unlawful or do not infringe the rights of third parties.

### **Article 17. End of the agreement**

1. If a fixed-term contract for business customers is terminated (even after tacit renewal), amounts already paid will not be refunded and you will remain obliged to pay the due instalments until the end of the agreement.

2. As a consumer, you have the option to terminate the agreement, which is referred to in Article 2 paragraph 5 of these general terms and conditions, after the first extension, with due observance of a notice period of one (1) month. If you wish to terminate the agreement prematurely, the amounts already paid will not be refunded.

3. Termination of an agreement can only be done via the control panel (CP) within your account.

4. TransIP is entitled to dissolve and/or suspend the agreement in whole or in part, with immediate effect and without judicial intervention, without any obligation to pay compensation or compensation, if:

a. the obligations under the agreement are not fulfilled, are not fulfilled in full or on time, even after TransIP has given you a reasonable period of time to comply with the obligations;

b. circumstances that have come to TransIP's knowledge after the conclusion of the agreement give good reason to fear that you will not comply with the obligations under the agreement;

c. you have been asked to provide security for the fulfilment of obligations under the agreement and this security is not provided or is insufficient;

d. you die;

e. a moratorium is applied for on your behalf, a declaration of bankruptcy has been filed or if there is a seizure or debt restructuring;

f. circumstances arise that are of such a nature that compliance with the agreement is impossible or that TransIP cannot reasonably be expected to maintain the agreement unchanged.

5. If TransIP terminates the agreement, in connection with the reasons mentioned in the previous paragraph, all claims with regard to the entire remaining contract term of all agreements you have concluded with TransIP are immediately due and payable.

6. TransIP is also authorised to terminate the agreement for free Services provided if you do not comply with the provisions of Article 5 paragraph 2 of these general terms and conditions. We will notify you within a reasonable period of time via the email address associated with your account. You can still log in, so that you do comply with the provisions of Article 5 paragraph 2 of these general terms

and conditions. If, after such notice, you have not used the free Services within the reasonable period of time, you will terminate your access to the Services.

7. If TransIP suspends the Service, TransIP retains all claims arising from the law and the agreement and you remain obliged to comply with these claims respectively.

8. The customer is solely responsible for downloading the data or backups stored under the Service. TransIP has the right to block, terminate or terminate access to all accounts associated with this agreement immediately after the date on which the agreement is terminated and to delete or disable access to data stored by or for you.

9. If applicable, in the event of a legally valid termination of the agreement and if you have fulfilled your obligations under the agreement, TransIP will cooperate at your request to make the transfer to another service provider possible.

### **Article 18. Final provisions**

1. If any provision of these general terms and conditions is found to be null and void or is annulled, the remaining provisions shall remain in full force and effect. We will then enter into consultations in order to agree on a new provision with regard to the void or voided provision, taking into account the purpose and purport of the void or voided provision as much as possible.

2. TransIP may transfer part or all of the agreement with you to a third party, including the rights and obligations as stated in these general terms and conditions and, if applicable, other agreements. If you are a consumer, you have the option to cancel the contract with effect from the date on which the contract is transferred to a third party. If you wish to transfer the agreement to a third party, you must obtain written permission from TransIP.

3. This agreement is governed by Dutch law.

4. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes arising from or in connection with the agreement will be submitted to the competent court of the district in which TransIP has its registered office, on the understanding that TransIP is also entitled to submit the dispute to another competent court.

5. TransIP's log files and records provide full evidence of TransIP's claims to the customer, subject to proof to the contrary to be provided by you.



## Over TransIP

TransIP biedt self-managed infrastructuurdiensten aan vanuit zijn vestigingen in Nederland. Het portfolio bestaat uit domeinregistratie, webhosting, cloud computing en cloud-applicaties. Onder het motto 'Make Advanced Simple' zorgt TransIP ervoor dat meer dan 190.000 klanten het meeste halen uit hun digitale bestaan.

Ga voor meer informatie of producten naar [www.transip.nl](http://www.transip.nl)