

General Terms of Service

Redeco Hosting

Effective Date: 3/3/2025

Welcome to Redeco Hosting ("we," "our," or "us"). By using our services, you ("the customer" or "user") agree to the following Terms of Service. Please read them carefully. If you do not agree to these terms, you must not use our services.

1. Definitions

- 1.1 **Customer**: The purchasing party, the person or legal entity who purchases or uses a service from Redeco Hosting.
- 1.2 **Redeco Hosting**: The business entity registered under the trade name "Redeco Hosting" with Chamber of Commerce number 92773028, located at Romanovhof 47, Dordrecht, The Netherlands. Redeco Hosting is part of the Redeco IT Group, which includes but is not limited to the domains redecoitgroup.com and redecoitgroup.nl.
- 1.3 **Personnel**: Everyone who is employed or hired by Redeco Hosting.
- 1.4 **Management**: The individuals holding positions within the C-Suite of Redeco Hosting.
- 1.5 **Services**: Web hosting, VPS, dedicated servers, colocation services, or any other related solutions provided by Redeco Hosting.
- 1.6 **Client Area**: The online platform where you can manage your account, services, and billing.
- 1.7 **Agreement**: These Terms of Service, including any amendments, supplementary terms, or additional documents incorporated by reference.

2. Delivery & Obligations

- 2.1 **Delivery Time**: Redeco Hosting aims to deliver the purchased service within 24 hours unless stated otherwise in the product description. This is an estimate and may be affected by external factors.
- 2.2 **Payment Terms**: Redeco Hosting will deliver or activate products within the stated timeframe, but the corresponding invoice must be paid within 14 days from the invoice date. If payment is not received by that deadline, Redeco Hosting reserves the right to suspend or terminate the services until payment is completed.
- 2.3 **Product Specifications**: Redeco Hosting guarantees that the product meets the specifications and conditions stated in the offer at the time of purchase.
- 2.4 **Maintenance**: Maintenance work may occur without prior notice. Interruptions due to maintenance are not considered downtime unless explicitly agreed upon in a separate Service Level Agreement (SLA).
- 2.5 **Excessive Use**: If your service usage exceeds reasonable or allocated resource limits, Redeco Hosting reserves the right to suspend or limit the service, or charge additional fees for the incurred costs.
- 2.6 **Customer Responsibility**: You are responsible for ensuring that your use of the service complies with these Terms and any other applicable law or regulation.

3. Payments & Invoicing

- 3.1 **Payment Terms**: Every invoice must be paid within 14 days from the invoice date, unless otherwise agreed in writing. Failure to pay by the due date may result in suspension or termination of your services, and you may be responsible for any associated fees or charges. Specific payment terms and due dates will be indicated on the invoice unless agreed otherwise in writing.
- 3.2 **Activation after Payment**: Services may not be activated automatically after payment verification. In rare cases, manual processing may be required.
- 3.3 **Overdue Accounts**: If payment is not received by the due date, your account or the associated service may be suspended or terminated. You are responsible for any fees or charges incurred due to late payment.

3.4 Right of Withdrawal (Cooling Off Period):

- The right of withdrawal begins upon activation of the service and lasts for 14 days, unless exceptions apply.
- This right is not valid for custom built or tailor-made services (e.g., custom dedicated servers, custom VPS products) or for business customers, unless otherwise required by law.
 - 3.5 **Refunds**: Refunds, where applicable, are governed by our Refund Policy. Any additional refunds or credits beyond that are at the sole discretion of Redeco Hosting.
 - 3.6 **Price Changes**: Prices are subject to change with at least 14 days' notice before the new rates apply. If you do not agree to the new rates, you may terminate your service according to the termination provisions in these Terms.
 - 3.7 **Taxes and VAT**: All prices on Redeco Hosting's platforms exclude VAT for customers outside The Netherlands and are quoted in Euros. If you are located within The Netherlands, applicable VAT will be added. International customers are responsible for any taxes, duties, or additional charges imposed by their jurisdiction.

4. Use of Services

- 4.1 **Acceptable Use**: You agree to use our services for lawful purposes only. Prohibited activities include but are not limited to:
 - Spamming or sending bulk unsolicited emails.
 - Hosting or distributing malicious content, malware, viruses, or exploits.
 - Infringing on any intellectual property rights or proprietary rights.
 - Engaging in activities that violate privacy or data protection laws.
 4.2 Illegal Content & Conduct: It is strictly prohibited to use Redeco Hosting's services for any activities that contravene Dutch law, such as but not limited to:
 - · DDoS attacks or any form of network disruption.
 - Spreading defamatory, racist, hateful, or otherwise offensive messages.
 - 4.3 **Security**: Redeco Hosting reserves the right to suspend services or implement measures to prevent harm to our systems or third-party systems due to activities like hacking, denial of service attacks, or exploitation of software vulnerabilities.
 - 4.4 **Liability for Violations**: Redeco Hosting may recover damages from violations of these Terms of Service. You agree to indemnify and hold Redeco Hosting harmless from all third-party claims resulting from such violations.
 - 4.5 **Compliance with Third-Party Services**: If you integrate any third-party services or content within your hosting environment, you are responsible for ensuring compliance with those third-party terms of service and licenses.

5. Service Level Agreement (SLA)

- 5.1 **Uptime**: Redeco Hosting aims to provide 99.9% uptime for our services over a monthly billing cycle. This does not include scheduled maintenance or factors outside our reasonable control (e.g., force majeure events).
- 5.2 **Maintenance Notification**: Scheduled maintenance will be announced in advance whenever possible. However, certain emergency maintenance or security patches may be applied without notice.
- 5.3 **SLA Credits**: Compensation for service interruptions is limited to service credits as defined in our SLA policy. Credits are applied to future invoices and have no cash value.

6. Intellectual Property

- 6.1 **Content Ownership**: You retain all rights to your own content hosted with Redeco Hosting. However, you grant Redeco Hosting the right to store and transmit such content as necessary for providing our services.
- 6.2 **Redeco Hosting Materials**: Images, illustrations, texts, video fragments, and other visual aspects on all platforms of Redeco Hosting are only indicative and cannot be used to terminate agreements or claim refunds. Copyright applies to all such Redeco Hosting content. Unauthorized use, replication, or distribution is strictly prohibited.
 6.3 **Trademarks**: Redeco Hosting's name, logos, and other identifying marks are the

property of Redeco Hosting. You must not use them without our prior written consent.

7. Data Backup and Security

- 7.1 **Daily Backups**: By default, Redeco Hosting performs daily backups of user data unless the customer has requested or arranged otherwise. However, these backups are provided on a best-effort basis and are not guaranteed. It is ultimately the customer's responsibility to maintain their own independent backups to mitigate data loss.
- 7.2 **Data Loss**: Redeco Hosting is not liable for data loss unless it results from our gross negligence. In no event will Redeco Hosting be liable for damages caused by customer actions or omissions.
- 7.3 **Security Measures**: Redeco Hosting employs industry-standard security measures. However, no security measure is entirely foolproof. By using our services, you acknowledge the inherent risks of data transmission and storage online.

8. Termination

- 8.1 **Voluntary Termination by Customer**: You may terminate your service by providing written notice through the Client Area. Upon request, termination typically occurs at the end of the current billing cycle.
- 8.2 **Suspension or Termination by Redeco Hosting**: We reserve the right to suspend or terminate services if you violate these Terms of Service or if we suspect any fraudulent, abusive, or unlawful activity.
- 8.3 **Effect of Termination**: Upon termination, all data associated with the account may be deleted immediately or retained for a limited period at our discretion.
- 8.4 **Force Majeure**: Force majeure situations (e.g., supplier errors, DDoS attacks, natural disasters, internal operational problems) may justify service interruptions or terminations without liability.

9. Liability

- 9.1 **Limitation of Liability**: Redeco Hosting is not liable for damages resulting from service interruptions or maintenance, unless caused by our gross negligence or willful misconduct.
- 9.2 **Maximum Liability**: In any event, the maximum liability of Redeco Hosting will never exceed the value of the affected service fees paid during the last 12 months.
- 9.3 **Indirect Damages**: Redeco Hosting shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of profits, revenue, data, or business opportunities.

10. Pricing

- 10.1 **Price Indications**: All prices listed on Redeco Hosting's platforms (e.g., website, brochures) are indicative and subject to typographical or computational errors.
- 10.2 **Price Adjustments**: Redeco Hosting reserves the right to adjust prices. Adjustments will typically be communicated at least 14 days in advance. Continued use of the service after any price change constitutes acceptance of the new pricing.
- 10.3 **Currency and VAT**: All prices are quoted in Euros (EUR). Prices for customers outside The Netherlands exclude VAT unless otherwise specified.

11. Privacy Policy

- 11.1 **Data Processing**: Your data is collected, stored, and processed in accordance with our Privacy Policy, available at [Insert Privacy Policy URL]. By using our services, you consent to such processing.
- 11.2 **Accuracy**: You warrant that all data provided by you is accurate and up to date. You must notify us promptly of any changes.

12. Communication

- 12.1 **Approved Channels and Owned Domains**: Redeco Hosting owns and operates the following official domains: redecohosting.com, redecohosting.net, and redecohosting.nl. Redeco Hosting handles communication via the following official channels:
 - Website: https://redecohosting.com
 - Email: <u>info@redecohosting.com</u> or any email from the *@redecohosting.com domain
 - Social Media: X (formerly Twitter), Instagram, LinkedIn
 - Discord: Our server (399245063600865290)
 12.2 Validity of Communication: Unauthorized communications, or communications made through channels not listed above, will not be recognized as valid official correspondence.

13. Governing Law and Dispute Resolution

- 13.1 **Applicable Law**: These Terms of Service are governed by and construed in accordance with the laws of The Netherlands, without regard to its conflict of law principles.
- 13.2 **Jurisdiction**: Any disputes arising out of or in connection with these Terms of Service shall be submitted to the exclusive jurisdiction of the courts in Dordrecht, The Netherlands.

14. Warranties and Disclaimer

- 14.1 **Disclaimer of Warranties**: Except as expressly provided herein, Redeco Hosting disclaims all warranties of any kind, whether express, implied, statutory, or otherwise, including any warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 14.2 **No Guarantee**: Redeco Hosting does not guarantee that the services will meet your specific requirements, be error-free, or operate without interruption.

15. Indemnification

15.1 **Customer Indemnification**: You agree to defend, indemnify, and hold harmless Redeco Hosting, its Personnel, and affiliates from and against all claims, damages, losses, liabilities, and expenses arising from or related to your use of the services, including any violation of these Terms of Service.

16. Changes to These Terms

- 16.1 **Updates**: Redeco Hosting may update or modify these Terms of Service from time to time, with prior notice.
- 16.2 **Acceptance of Changes**: Continued use of our services after any such changes shall constitute your consent to these changes. If you do not agree to the revised terms, you must discontinue your use of the services.

17. Severability

17.1 **Partial Invalidity**: If any provision of these Terms of Service is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

18. Entire Agreement

18.1 **No Other Terms**: These Terms of Service, along with any referenced policies or documents, constitute the entire agreement between you and Redeco Hosting regarding your use of the services and supersede all prior agreements or understandings.

19. Account Registration

- 19.1 **Registration Requirement**: To use certain services provided by Redeco Hosting, you may be required to create an account. By creating an account, you agree to provide accurate, current, and complete information.
- 19.2 **Privacy Policy Reference**: All information you provide during account registration and usage is subject to our [Privacy Policy]([Insert Privacy Policy URL]). By registering, you consent to the collection, processing, and storage of your information in accordance with our Privacy Policy.
- 19.3 **Account Security**: You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify us immediately of any unauthorized use or breach of security.

By using our services, you acknowledge that you have read, understood, and agree to these Terms of Service. If you have any questions or concerns, please contact us at info@redecohosting.com.