

General conditions

These General Conditions apply to all quotations and agreements between Liteserver and Principal unless expressly agreed in writing otherwise. Any stipulations or conditions drawn up by the Principal that deviate, or are excluded, from these General Conditions are only binding to Liteserver if and in so far as these have been expressly accepted by Liteserver in writing.

Article 1. Definitions

1.1. Liteserver: the company Liteserver, residing in Tilburg, the Netherlands, and registered with the Chamber of Commerce under filing reference 18090797.

1.2. Principal: the natural or legal person who has entered into an agreement with Liteserver or to whom Liteserver has made a quotation for that purpose.

1.3. General Conditions: the stipulations of the present document.

1.4. Service: the service or services Liteserver will deliver to the Principal.

1.5. Agreement: the agreement between Liteserver and Principal based on which Liteserver shall execute its Service.

1.6. Materials: works such as websites, corporate designs, logos, pictures, audio, video, software, scripts, designs, documentation, analyses, advice, reports, quotations and preparatory materials.

Article 2. Quotation and acceptance

2.1. Liteserver shall draw up an offer for an agreement that includes a description of the Service and its cost. Only the description of the Service included in the offer is binding. Any adjustment to the description of the Service is considered an adjustment of the Agreement.

2.2. Any offer is free of obligation and is valid for 30 days after it's sending by Liteserver, unless stated otherwise in the offer.

2.3. An offer expires if any data provided by the Principal appear to be incorrect or if the person accepting them appears unauthorized to do so. If these data do not appear to be incorrect or this person does not appear to be unauthorized until the acceptance has been received, Liteserver has the right to cancel the Agreement with immediate effect in conformity with article 13.

2.4. Principal should accept the offer via one of the channels indicated by Liteserver and meet the conditions mentioned. The Agreement starts at the moment Liteserver is notified of the acceptance of the offer by the Principal via one of the channels.

2.5. Acceptance of an offer via e-mail is not possible until the Principal has indicated an e-mail address and Liteserver has verified that the address works and belongs to the Principal. After acceptance, Liteserver can use this e-mail address for all communication concerning the Agreement (see also article 3.3).

2.6. If the Principal does not accept the offer explicitly, but agrees, or gives that impression, with Liteserver executing work under the terms of the Agreement, the offer is considered accepted despite the previous paragraph.

2.7. Additional conditions may apply to specific parts of the Service. In that case, these are made available to the Principal by Liteserver in good time. The use of these parts is considered acceptance of these additional conditions. In the event of a dispute between these General Conditions and the additional conditions the latter prevail.

Article 3. Execution of the Service

3.1. After the Agreement has been made, Liteserver shall execute the Service in conformity with the offer as soon as possible, taking into account reasonable wishes of the Principal. If advance payment is required for certain parts of the Service, Liteserver is not obliged to supply these parts before prices have been paid.

3.2. Principal is obliged to do or not do anything that may reasonably be considered necessary and desirable to allow a timely and correct execution of the Service. In particular, the Principal takes care of all data, indicated by Liteserver as necessary or which may reasonably be considered necessary for the execution of the Service, being provided to Liteserver in good time.

3.3. Principal should guarantee that Liteserver continuously disposes of a working e-mail address of the Principal. Liteserver can send all announcements and questions regarding the Agreement to this e-mail address. Principal needs to regularly check the mailbox linked to this e-mail address. Refraining from (timely) reacting to mails sent to this e-mail address by Liteserver is the responsibility of the Principal.

3.4. Any delivery terms indicated by Liteserver are indications, unless expressly indicated that it involves a final date. Any exceeding of agreed delivery times for whatever reason does not constitute a right to compensation for damages, unless agreed in writing otherwise. Liteserver is not in default until a written proof of default has been issued by the Principal subject to the prescribed situations where the law imposes default. This includes delivery terms that involve an agreed final date.

3.5. If that is part of the Service, Liteserver shall provide Principal with an administrative username and password and indicate what these can be used for. These data give the Principal access to a customer portal that allows the Principal to manage the delivery of the Service, in its view, and manage accounts for individual users (if applicable). Furthermore, the Principal can define the possibilities and restrictions for these individual users of the Service, within the boundaries indicated in the quotation or any other location accessible and known to the Provider.

3.6. The Principal is not allowed to provide third parties with the username received by Liteserver or any created accounts or use them for any other purpose than indicated without the permission of Liteserver. Principal has the right, however, to have supporting parties of its choice (such as web design agencies or programmers) use these accounts to maintain the website, for instance.

3.7. Each action on the part of the administrative account, the customer portal, the management tool or the account of an individual user is considered to take place under the responsibility and risk of the Principal. In case of suspected abuse of an account, the Principal should notify Liteserver as soon as possible, allowing the latter to take action.

3.8. If and in so far as it is required for good execution of the Service, Liteserver has the right to have certain activities executed or have certain services delivered by third parties. Liteserver shall notify the Principal thereof in good time. Possible unexpected extra costs that go along with them are to be taken care of by the Principal, unless agreed otherwise.

3.9. Liteserver has the right to (temporarily) suspend or limit the delivery of the Service if, in the view of Liteserver, the Principal fails to meet an obligation based on the Agreement or acts contrary to these General Conditions. Liteserver can request security from the Principal before resuming the delivery.

Article 4. Changes and additional/less work

4.1. All changes to the Service and all activities outside the scope of the Service, either at the request of the Principal or resulting from the fact that a different execution is necessary due to whatever circumstances, are considered additional work if extra costs are involved and less work if lower costs are involved.

4.2. Additional and less work is invoiced to the Principal based on real cost and in accordance with the standard hourly rates at Liteserver, as expressed to the Principal. Hours are rounded off to the nearest quarter. Activities that constitute less than a quarter of an hour are rounded off to a quarter.

4.3. If Liteserver, due to circumstances it was unaware of at the time of the offer or the acceptance of the offer, has to execute more work than agreed or has to execute activities under circumstances that appear to be more arduous than known or could have been known at the time of concluding the Agreement, Liteserver has the right to charge the Principal with the extra costs resulting from it.

4.4. The condition that applies to the right described in the previous paragraph is the fact that the Principal has been notified in good time by Liteserver of the circumstances and additional costs meant in that paragraph. If the Principal does not accept the additional costs involved, it has a right to cancel the remaining part of the additional work. However, this does not constitute a right to a refund or remission of the costs of additional work that has been executed at that time.

Article 5. Availability of systems

5.1. If the Service is (partly) delivered via systems and/or Liteserver networks, Liteserver shall do the utmost to realize continuous availability of these systems and networks and to realize access to data saved by Liteserver.

5.2. Liteserver does not guarantee the continuous availability, unless agreed otherwise via a so-called Service Level Agreement. In so far as it has not been stipulated otherwise in such a Service Level Agreement, availability is subject to what is stipulated in this article.

5.3. Liteserver has the right to temporarily decommission the Service or parts thereof for the purpose of maintenance, adjustment or improvement thereof. Liteserver shall try to have this decommissioning take place outside of office hours as much as possible and do the utmost to notify the Principal of planned decommissioning in good time. However, Liteserver cannot be held liable for compensation of any damages related to such decommissioning.

5.4. Liteserver has the right to adjust the Service or parts thereof every now and then in order to improve functionality and repair faults. If an adjustment leads to a significant change in functionality, Liteserver shall do the utmost to notify the Principal thereof. In case of adjustments that are relevant to several Principals, the adjustment cannot be aborted for the sake of the Principal only. Liteserver is not obliged to compensate any damages caused by such adjustments.

5.5. Liteserver has a separate agreement for backup services. Unless Principal has concluded this separate agreement, Liteserver is not obliged to make backups of data saved on Liteserver systems by Principal. It is the exclusive responsibility of Principal to make backups of these data.

5.6. Liteserver shall do the utmost to make sure the Principal can use the networks that are connected directly or indirectly to the Liteserver network. Liteserver cannot guarantee, however, that these networks are available at any moment. The use of third party networks can be subject to legal and contractual conditions. Liteserver shall do the utmost to notify the Principal thereof in good time.

5.7. Liteserver can offer certain filters for several services, such as e-mail, in order for the Principal to block Liteserver systems from undesired content (such as viruses or advertising messages). Liteserver shall do the utmost to make sure these filters work correctly in so far as can be expected. Liteserver cannot guarantee, however, that these filters always pass on or block the right messages, or the remaining content stays intact in case part of a message is removed. Principal accepts the risk and liability for the performance when using such filters.

5.8. If, in the opinion of Liteserver, there is a threat to the performance of the computer systems or the network of Liteserver or third parties and/or of the service via a network, in particular due to sending large quantities of e-mail or other data, badly secured systems or activities of viruses, Trojans and comparable software, Liteserver has the right to take any measures that it reasonably considers to be necessary to avert or prevent this danger.

5.9. In case of force majeure, including at least failures or Internet breakdowns, telecommunications infrastructure, power failures, internal disturbances, mobilization, war, traffic jams, strikes, exclusion, company disturbances, stagnation in supply, fire, floods, import and export barriers and in the case Liteserver is not considered capable of delivery by its own suppliers for whatever reason, resulting in a situation where Liteserver cannot reasonably be expected to abide by the Agreement, execution of the Agreement is suspended or the Agreement is ended if the situation of force majeure has lasted more than ninety days, without any obligation to compensate damages.

Article 6. Software installation and maintenance

6.1. If the Service requires installation, configuration and/or maintenance of software, the stipulations of this article apply.

6.2. Liteserver shall do the utmost to keep the software used for the Service up to date. Liteserver depends on its supplier(s), however. Liteserver has the right to abstain from installing certain updates or patches if, in its view, this has a negative effect on the service.

6.3. Liteserver shall do the utmost to adjust software from time to time in order to improve functionality and repair faults. In case of a new functionality or adjustments that can substantially change the performance of the software, Liteserver shall consult the Principal beforehand.

6.4. Liteserver shall do the utmost to add changes and new functionality to the software if so requested by the Principal. However, Liteserver remains the right to refuse such a request if it judges it to be unrealistic or a possible obstruction to a correct working, controllability or availability of the software.

6.5. If the Principal wants to make a change to the software independently, this is at the full risk and responsibility of the Principal, unless the Principal has notified Liteserver of the desired change beforehand and Liteserver has approved of it in writing. Approval by Liteserver may be made subject to conditions.

Article 7. Hosting and related services

7.1. If the Service requires storage and/or transmission of data provided by the Principal to third parties, such as in the case of web hosting or e-mail services, the stipulations of this article apply.

7.2. Principal refrains from saving and/or distributing data that are contrary to Dutch law, including, but not exclusively, data that are humiliating, libelous, insulting, racist, discriminatory or inciting hate, erotic or pornographic, unless explicitly allowed in the offer or further announcement by Liteserver, infringing third party rights, including but not exclusively copyrights, brand rights and portrait rights, infringing third-party privacy, including but not exclusively distributing personal data of third parties without their consent or necessity, or repeatedly disturbing third parties with unwanted communication, containing hyperlinks, torrents or comparable information of which the Principal knows or should know that it refers to material that infringes third-party rights, containing commercial, charitable or idealistic communication in a way that conflicts with the Dutch Telecommunications Act or any other relevant Dutch law, or containing malicious content such as viruses or spyware.

7.3. Principal refrains from hindering other Principals or Internet users or inflicting damage to (functioning of) servers or any software or data stored on them. Principal is not allowed to execute processes or programs, either or not via the server, of which Principal knows or can reasonably be expected to know that this will hinder or inflict damage to Liteserver, other Principals of Liteserver or other Internet users. This includes, but not exclusively, IRC chat bots.

7.4. If Liteserver reasonably suspects Principal to infringe one of the above-mentioned prohibitions, Liteserver has the right to take any measures that it reasonably considers to be necessary to end the infringement. Liteserver shall notify Principal of any measures.

Liteserver is not liable to any compensation for damages resulting from these measures. 7.5. If Liteserver receives a complaint from a third party about the use of the Service by the Principal, Liteserver shall handle this complaint according to the Notice-and-Takedown Procedure published on the website. The stipulations of the previous paragraph apply in a comparable way if Liteserver finds the complaint justified. Liteserver has the right to provide the complaining party with identifying data regarding the Principal, only if an unlawful act has been established sufficiently and the complaining party has a substantial interest in obtaining the data.

7.6. Principal exempts Liteserver from any legal claim regarding data, information, website(s) etcetera saved by the Principal.

7.7. Besides legal obligations, any damage resulting from inexpertness or lack of acting in conformity with the above stipulations is the responsibility of the Principal.

7.8. Liteserver can set a maximum to the amount of storage room or data traffic per month that Principal can use for the Service. If this maximum is exceeded, Liteserver has the right to charge an additional amount in conformity with the amounts for extra data traffic afterwards, which have been communicated to Principal. There is no liability for any consequences of inability to send, receive, save or change data if an agreed limit for storage room or data traffic has been reached.

Article 8. Domain names and IP addresses

8.1. If the Service requires Liteserver to mediate for the Principal to obtain a domain name and/or IP address, the stipulations of this article apply.

8.2. The request, allocation and possible use of a domain name and/or IP address depend on and are subject to current rules and procedures of the registering institution involved, among which Dutch Stichting Internet Domeinregistratie Nederland. The institution involved decides on the allocation of domain names and/or IP addresses. Liteserver only plays a mediating role at the request stage and does not guarantee requests to be honored.

8.3. Principal can only learn about registration via the confirmation e-mail sent by Liteserver, which contains the information that the requested domain name has been registered. Receiving an invoice for registration costs does not confirm registration.

8.4. Principal exempts Liteserver from any damage relating to (the use of) domain names by on or behalf of Principal.

8.5. Liteserver is not liable to any loss on the part of the Principal of its right(s) to a domain name or to the fact that the domain name has been requested and/or obtained by a third party in the meantime, except from the event of intent or conscious recklessness on the part of Liteserver.

8.6. If Liteserver registers a domain name at its name for the purpose of the Principal, Liteserver shall cooperate with any request by the Principal to move, transfer or terminate this domain name.

8.7. Principal needs to conform to the rules for the request, allocation or use of domain names set by registering institutions. Liteserver shall notify Principal thereof. In case of non-conformity to these rules, the registering institution may make the domain name inaccessible or unusable, or have Liteserver do that.

8.8. Liteserver has the right to make the domain name inaccessible or unusable, or transfer it to its own name, if Principal demonstrably fails to abide by the Agreement, exclusively for the period the Principal is in default and exclusively after a reasonable compliance term, mentioned in a written default notice, has ended.

8.9. In case of dissolution of the Agreement due to non-performance on the part of the Principal, Liteserver has the right to cancel all domain names registered with the Principal while respecting a two month notice period.

Article 9. Intellectual property rights

9.1. All intellectual property rights on all Materials developed or made available related to the Service are exclusively with Liteserver or its suppliers.

9.2. Principal is exclusively granted user rights and authority related to the stipulations of the Agreement or as allocated in writing and the Principal shall not duplicate or publish any materials.

9.3. Principal is not allowed to remove any indication of copyrights, brands, trade names or other intellectual property rights from the Materials, or change them, including any indication of the confidentiality of the Materials.

9.4. Liteserver is allowed to take technical measures to protect the Materials. If Liteserver has secured the Materials through technical protection, Principal is not allowed to remove or avoid this protection.

9.5. If Materials provided to Liteserver by the Principal are protected by any intellectual property right, Principal guarantees that it disposes of the licenses needed for the provision and the use by Liteserver related to the Service.

9.6. If using Materials, Liteserver has the right to make use of third-party pictures, software and components, including open source software. If Principal obtains the right to duplicate or publish these Materials, responsibility for correct compliance with third-party licenses lies with the Principal. Liteserver shall notify Principal sufficiently of any applicable license conditions.

9.7. If, and exclusively in so far as this has been expressly agreed in writing, the source code or a tractable version (such as a Word or Photoshop format) of developed Materials and accompanying documentation can be provided to Principal and the Principal is authorized to make changes to these Materials.

9.8. Principal is not allowed to sell, rent, sublicense or transfer developed works, or grant limited rights to them or provide them to third parties in whatever way or for whatever reason, including in the situation that the third party in question exclusively uses the software for the purpose of the Principal, unless agreed in writing otherwise or in the event of, or combined with, selling the business parts or activities of Principal in question.

Article 10. Confidentiality

10.1. Parties will observe confidentiality with respect to Materials provided to one another before, during or after execution of the Agreement if these Materials are marked as confidential or if the receiving party knows or can reasonably be expected to know that the Materials are meant to be confidential. Parties also impose this obligation on their employees as well as third parties called in by them for execution of the Agreement.

10.2. Liteserver shall not take notice of any data stored and/or distributed by the Principal via Liteserver systems, unless necessary for correct execution of the Agreement or Liteserver is legally bound by law or a court order. In that case, Liteserver shall do the utmost to limit notification of data as much as possible, in so far as it is in its power.

10.3. This obligation continues after termination of the Agreement for whatever reason, as long as the providing party can reasonably call on the confidentiality of the Materials.

Article 11. Prices and payment conditions

11.1. All prices are exclusive of sales tax (19% VAT) and other government levies. Prices on the Liteserver website are subject to programming and typing errors. No liability is accepted for the consequences of such errors.

11.2. Liteserver has a right to change current rates at any moment. Liteserver shall notify Principal at least 2 (two) months prior to any change in rate. In case of a price raise, Principal has the right to terminate the Agreement while respecting a 1 (one) month notice.

11.3. Liteserver shall send invoices to Principal for all amounts due by the Principal. Invoices are sent by e-mail unless Principal requests to receive invoices by post. In case of invoices per post, Liteserver has the right to charge administration costs. This is communicated beforehand.

11.4. If Principal is of the opinion that (part of) an invoice is incorrect, Principal needs to notify Liteserver of its objections within two weeks after the invoice date. Liteserver shall look into the objections and send an adjusted invoice if necessary. During research, Principal is obliged to settle the undisputed amount of the invoice within the original payment term.

11.5. The invoice payment term is fourteen days after receiving the invoice, unless stated on the invoice otherwise or agreed otherwise in the Agreement.

11.6. If Principal does not pay in time, it is legally in default as from 14 days after the payment term without the need for a default notice.

11.7. If an amount due is not settled within the payment term, legal interest is due over the open amount without any further default notice on the part of Liteserver. Furthermore, Principal is obliged to fully compensate both extrajudicial and judicial collection costs, including costs made by lawyers, bailiffs, debt collection agencies, in conformity with the regulations as in the Dutch preliminaries report (Voorwerk II).

11.8. The claim to payment is immediately due if Principal is declared bankrupt, petitions for suspension of payment or assets of Principal are confiscated, Principal passes away or it is liquidated or annulled.

11.9. In the above cases and at least sixty days from the declaration date, Liteserver has the right to terminate or suspend execution of the Agreement or any of its unexecuted parts without a default notice or legal intervention, without a right to compensation of any damage that might result from it on the part of the Principal. This includes at least temporary or permanent suspension of the Service or parts thereof. In case of resuming execution of (parts of) the suspended Service, Liteserver can charge reconnection costs.

Article 12. Liability

12.1. Liteserver only accepts legal obligations for compensation of damages in so far as described in this article. In case of further agreement this can be different, exclusively if this has been explicitly mentioned in that agreement, however.

12.2. Liteserver is only liable to Principal in case of accountable default in compliance with the Agreement and exclusively for replacement damages, i.e. compensation of the value of the performance that did not take place. Liteserver is not liable for any other form of damage, including supplementary damages in any form whatsoever, indirect or consequential damages or damages relating to a loss of turnover or profit.

12.3. Liteserver is never liable for delay damage, damage due to data loss, damage due to exceeding terms resulting from changed circumstances, damage resulting from providing insufficient cooperation, information or materials on the part of the Principal and damage relating to advice given by Liteserver, the content of which is not explicitly part of the Service.

12.4. In case of liability based on the aforementioned articles, the maximum amount to be paid is the total of compensation (excluding VAT) that was agreed for the six months prior to the moment of the damaging event. If and in so far as the damage is the result of intent or gross negligence on the part of Liteserver, these maximum amounts do not apply.

12.5. Liability on the part of Liteserver due to accountable default of the Agreement only arises if Liteserver receives a written default notice from Principal immediately and in good order, including a reasonable compliance term, and Liteserver is still in accountable default of its obligations after that term. The default notice needs to contain a description of the failure in as much detail as possible, allowing Liteserver to react adequately.

12.6. Principal exempts Liteserver from any liability to third party liability due to malfunctioning of a product or system that was delivered to a third party by Principal and that partly consisted of issues, materials or results delivered by Liteserver, except for and in so far as Principal can prove the damage has been caused by those issues, materials or results.

Article 13. Duration and termination

13.1. The Agreement is entered for a minimum term of twelve months unless agreed in writing otherwise. Unless agreed in writing otherwise, in case of no valid termination or explicit extension in time before a two month notice, the Agreement is automatically renewed for a period of twelve months. If Principal is a natural person who does not act on behalf of a profession or a company, the Agreement is automatically renewed for a period of one month.

13.2. Termination on the part of the Principal needs to take place via one of the channels indicated by Liteserver, or (if this is not practical) by registered post.

13.3. In case of cancellation, termination or dissolution for whatever reason, Liteserver has a right to erase or make inaccessible all saved data and end all Principal accounts as from the date the Agreement ends. In that case, Liteserver is not obliged to provide a copy of the data to Principal.

13.4. If Principal is a natural person who does not act on behalf of a profession or a company, Principal has a right to terminate the Agreement within seven working days after its creation without stating a reason, unless Liteserver has started executing the agreement within this period with the permission of Principal.

13.5. If Principal is in default of any obligation from the Agreement, Liteserver has the right to suspend execution of any agreement made with the Principal in question without the need for a default notice or legal intervention and without prejudice to the right on the part of Liteserver to compensation of damage, lost profit and interest, unless default in question has limited meaning.

Article 14. Changes GC

14.1. Liteserver has the right to change or extend these General Conditions.

14.2. Changes also apply to agreements previously made, while respecting a 30 day term after announcing the change on the Liteserver website or via electronic way. Changes of limited meaning can be introduced immediately.

14.3. If Principal does not want to accept a change in these conditions considering its negative effect, Liteserver should be notified thereof before the date the new conditions come into effect. Liteserver can withdraw the change in question, allowing it not to apply to Principal. If Liteserver does not want to withdraw the change, Principal has a right to terminate the agreement from this date or the date the termination notice is received, if the latter comes after the start date of the change.

Article 15. Final provisions

15.1. This agreement is subject to Dutch law.

15.2. In so far as not stipulated differently by imperative law, any dispute that might arise from this agreement is brought to Dutch court of the district Liteserver resides in.

15.3. If any of the stipulations of this agreement appear to be null and void, this does not affect the validity of the entire agreement. In that case, parties shall define (a) replacement stipulation(s), which are in line with the original intentions of the Agreement and the General Conditions as much as possible from a legal point of view.

15.4. Information and announcements on the Liteserver website are subject to programming or typing errors. In the case of any inconsistency between the website and the Agreement, the latter prevails.

15.5. "Written" also involves e-mail and fax communication in these conditions, provided the identity and integrity of the e-mail can be established sufficiently.

15.6. Any version of communication received or saved by Liteserver is considered authentic, except for any countering proof to be supplied by Principal.

15.7. Parties inform each other in writing immediately of any changes in name, postal address, e-mail address, phone number and, if requested, bank account number.

15.8. Principle irrevocably authorizes Liteserver to transfer its rights and obligations arising from the Agreement to third parties. The transfer of agreement as meant in article 6:159 BW (Dutch law) takes place by announcement to Principle. Principle is authorized to transfer its rights and obligations arising from the Agreement to third parties with the prior written consent by Liteserver only.