



TERMS AND CONDITIONS

VPSSlim is part of HostSlim B.V., a company registered in the Chamber of Commerce in The Netherlands under number 52966887.

All services from HostSlim B.V. obtain the general terms and conditions. Potential present (purchase) conditions of the customer are therefore emphatically rejected. All prices of HostSlim B.V. are excluding 21% VAT.

ARTICLE 1 APPLICABILITY

1.1 Insofar as writing is not waived by agreement between the parties, the following articles shall apply to any offer, order or agreement from or with HostSlim B.V.

1.2 Terms and conditions of the client and third parties for HostSlim B.V. Are not binding and are not applicable to liabilities on HostSlim B.V. behalf.

1.3 All services of HostSlim B.V. have a data traffic limit as displayed on your invoice. Over-usage will be billed at 2.50 euro per Mbps, unless other specified or agreed upon. Unmetered services are also excluded from over-usage charge.

ARTICLE 2 OFFER AND ACCEPTANCE

2.1 All tenders and quotations by or on behalf HostSlim B.V. are made without obligation, unless stated by HostSlim B.V. in writing or by e-mail.

2.2 An offer made by HostSlim B.V. Has an expiration period of 8 days, unless otherwise stated on the quote.

ARTICLE 3 COMMENCEMENT OF THE AGREEMENT

3.1 An agreement is concluded on the day of compliance with the following conditions: ordering or contract form has been completed and it has the check mark clicked to agree to deal with these conditions (on the Web) or signed letter, received and accepted by HostSlim B.V.

3.2 The parties are free to proof any other agreements with HostSlim B.V. as long as it is correctly proven.

3.3 Additions and amendments to the agreement may only be made in writing and signed by both parties.

ARTICLE 4 TERM AND TERMINATION

4.1 The agreement is for an indefinite period, unless otherwise agreed. The agreement ends when client either 1) cancels their service without contractual terms 2) the contract stays active until cancelled by client. Contract periods will automatically be extended with 12 months.

4.2 The agreement can only be terminated after the expiration of the minimum period in writing, with due observance of a notice period of one month (30 days).

4.3 HostSlim B.V. has the right to end the contract without notice or judicial intervention to terminate immediately if the customer is declared bankrupt, the client has been abusing their service or our network, suspension of payment has been obtained or otherwise has the disposition of his assets lost. The latter party then has no right to any compensation.

4.4 HostSlim B.V. may terminate the agreement with immediate effect if client does not meet to one or more of its obligations, not properly or completely comply or violates our AUP as displayed here: <https://www.hostslim.eu/aup/>.

4.5 Notwithstanding the provisions in article 9.

4.6 HostSlim B.V. can end the agreement with immediate effect and without ending judicial intervention if:

- Customer makes improper use of the Internet;
- Customer spreads information that conflicts with (inter)national laws and regulations;
- Customer spreads information that is contrary to the generally accepted norms and values;
- Customer spreads information that discriminates against appearance, race, religion, gender, culture, origin or otherwise can be called offensive, place copyrighted mp3 or mp4 pages or anything related thereto which are contrary to the legislation of the country where the servers are located.

ARTICLE 5 DELIVERY AND DELIVERY TIME

5.1 Once the order is placed and the outstanding amount is paid, the product will be delivered as soon as possible. The duration of setup can be different. With each product there's a delivery time stated on the website. It is an estimate of the time that is necessary in order to create the service. However, this estimate is not legally binding.

ARTICLE 6 PRICES

6.1 All prices mentioned on this site, are excluding VAT, unless otherwise stated. Outside EU clients won't be billed with VAT. EU Private Persons will be billed with VAT. If you're an EU Company and you have a VAT number, your VAT will be waived.

6.2 HostSlim B.V. has the right to change its products/services rates. These changes are notified by e-mail at least 1 month before they are being adjusted. Client is entitled to terminate the agreement before the date of entry. After that date it will be adjusted to the new pricing.

6.3 Upon exceeding the data limit, HostSlim B.V. is forced to charge the amount to the client. The invoice will be sent to you and should be paid as soon as possible, or will be included in the next bill.

ARTICLE 7 PAYMENT

7.1 The payment obligation commences on the day the contract is concluded. The payment covers the period beginning on the day of the actual provision of products and services.

7.2 The provisions in the contract fee is exclusive of VAT and any other taxes resulting from statutory regulations. Client has to pay the fees arising from these conditions.

7.3 The charges, depending on the period for which the agreement is entered into, will be charged in advance, and serve a year in advance to be paid by invoice for webhosting and monthly payments for other services, if the payment is not received by HostSlim B.V. in time, HostSlim has the right to temporarily suspend the services of client and bill the compensation for other costs collected annually in advance.

7.4 HostSlim B.V. sends client an invoice for the costs associated with the agreement very renewal period. Depending on the period this can be 30 days, 90 days, 120 days or 365 days.

7.5 If the client fails to pay in time, this is communicated to the client and is thereby established a new payment term. If the invoice is still not paid within that period, then the customer without further notice will be in default.

7.6 If the customer believes there are inaccurate costs charged, the client can make objections within one week from the invoice date to HostSlim B.V. After receiving the complaint, HostSlim will investigate the accuracy of the invoice amount.

7.7 Payment of the service fee can take place by means PayPal, iDeal, CreditCard, Bitcoin and bank wire, which the customer at the start of the agreement or subsequently authorized.

ARTICLE 8 PAYMENTS

8.1 In case of direct debit funds, the customer must ensure sufficient funds in his account.

8.2 Client is in default from the date on which the fee payable is not received by HostSlim B.V. nor sent by bank wire.

8.3 If the amounts due can not be collected or received, then HostSlim B.V. Will bring a default interest calculation added to the invoice which is equal to the statutory rate, which will be due from the moment the client is in default until the moment of payment. The rate is 10%.

8.4 If the client has accidentally sent a larger amount than HostSlim B.V. needs to cover the charged amount, HostSlim will refund the overpayment within 5 days or add it as credit to the clients account.

ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS

9.1 The client is permitted to use the servers ordered from HostSlim B.V. and the site software that is available for free without (intellectual) property rights or which are not enforced (so called . Freeware), to download and use.

9.2 Client is responsible for any harm or damage caused by using the intellectual property rights in respect of protected software and / or other works (among others called . "Shareware") and in that respect safeguards HostSlim B.V. from any liability.

ARTICLE 10 OWNERSHIP

10.1 by HostSlim B.V. manufactured material is and remains owned HostSlim B.V.

ARTICLE 11 LIABILITY

11.1 HostSlim B.V. grants the user the possibility to make use of the Host Slim B.V. servers according to the user selected hosting agreement. The web server(s) are provided and maintained according to the usage in the industry (internet hosting). Notwithstanding, we make efforts to protect your data and take regular backups but we are not responsible for your data on our servers. You and you alone are responsible for taking a backup of the data in your assigned server space. Under no circumstances can HostSlim B.V. be held responsible for the loss of your data on our web server(s) or can be demanded any compensation. Also on reseller packages there are no standard backed ups made, the reseller is responsible for its own back-up for its customers.

11.2 In case of breach in the performance of the agreement HostSlim B.V. is only liable for compensatory damages, ie compensation of the value of service period. Any liability of HostSlim B.V. is for any other form of damage, including additional compensation in whatever form, compensation for indirect or consequential damages or damages for lost sales or profits is excluded.

11.3 Client shall indemnify HostSlim B.V. for all claims which third parties might make in respect of damages in any way arising from the unlawful or careless use of the products delivered to the customer and services from HostSlim B.V.

11.4 In view of the on the internet large number of nodes with human intervention, the use of local networks and wireless communication, one must take into account the fact that the information sent or received is freely accessible via the Internet. HostSlim B.V. can not be held liable for any damage whatsoever caused by sending confidential or secret information. HostSlim B.V. is not responsible for the security or abuse by third parties of the data stored.

11.5 HostSlim B.V. is not responsible or liable for the content of promotional material supplied by the customer.

11.6 The client is liable for all damage HostSlim B.V. may suffer as a result of a client of breach in the fulfillment of the obligations arising from the agreement and these conditions.

11.7 Changes in the data of the customer must be communicate directly in writing to HostSlim B.V. If the customer does not fulfill this obligation, the client is liable for any damage HostSlim B.V. as a result suffers from this.

ARTICLE 12 TRANSFER OF RIGHTS AND OBLIGATIONS

12.1 Parties are not entitled to transfer their rights or obligations arising from a contract, without the prior written consent of the other party.

12.2 The cancellation notice period to HostSlim B.V. is one month, we from HostSlim B.V. are therefore entitled hold client accountable for the last months payment and any due amounts. You should report that you want to terminate the contract one week before the end of the month. If not, that you are obliged to take the next month your service. Cancellation of a service must be in writing.

ARTICLE 13 DECOMMISSIONING

13.1 HostSlim B.V. has the right to suspend products and services (temporarily) to establish and/or to restrict their use if the client in disrespect of the agreement an obligation HostSlim B.V. fails or is acting in breach of these terms and conditions. HostSlim B.V. will send a notification when a service will be suspended.

13.2 The service suspension shall be lifted if the client, within a HostSlim B.V. deadline, has fulfilled its obligations and has paid an amount to activate the matter, which is 60 euros excl. VAT.

ARTICLE 14 ADVERTISING

14.1 Client must in respect of visible defects send a complaint within the first 14 days, else any refunds will be denied.

14.2 Advertising concerning hidden defects must be made in writing through a registered letter or confirmed e-mail within 14 days after the defect is discovered. If client fails to send a letter within 14 days any refunds will be denied.

14.3 If the complaint is valid, the delivered products or services will be adjusted, replaced or refunded.

14.4 Notifying any problems does not suspend the obligations of the client.

ARTICLE 15 AMENDMENT OF THE TERMS

15.1 HostSlim B.V. reserves the right to amend or supplement the law for these conditions.

15.2 Changes also apply to agreements already concluded with due a period of 30 days after written notification of the change.

15.3 If the Client does not accept these conditions, he can cancel his service until the date on which the new conditions apply.

ARTICLE 16 DISPUTES AND APPLICABLE LAW

16.1 If a court order one or more of these items in this agreement will be declared invalid, the other provisions of these terms and conditions shall remain in full force and HostSlim B.V. and client engage in dialogue to develop new rules to replace the invalid or void provisions to be agreed, as far as possible the purpose and intent of the invalid or void provisions are respected.

16.2 This agreement is exclusively governed by Dutch law.

16.3 When client is in default of payment after the due date, HostSlim will charge 45 euros excl. VAT for administration fees.