

General Terms and Conditions of Maxnet

The General Terms and Conditions are made available in both the Dutch and English language.

Should the English text deviate from the Dutch, the Dutch text shall always prevail.

1. Definitions

1. Maxnet: the company Maxnet, having its registered office in Enschede, the Netherlands, registered at the chamber of commerce under registration number 08119406, operating under the trade names Maxnet and je-eigen-domein.nl.
2. Customer: the person or entity to whom Maxnet supplies goods or services.
3. Netiquette: the universally accepted rules of conduct on the Internet as specified in RFC 1855 and future amendments thereof.

2. Applicability

1. These terms and conditions shall apply to all offers and agreements under which Maxnet provides the customer services, unless expressly agreed otherwise in writing.

3. Duration

1. The agreement between Maxnet and the customer becomes into effect the moment Maxnet accepts the order placed by the customer.
2. The agreement shall be entered into for a minimum period of twelve (12) months, and will be automatically renewed for the same period.
3. If any party does not want to renew the agreement, the agreement needs to be terminated in writing, at least one (1) month before the end of the period.
4. Maxnet reserves the right to suspend or terminate the agreement without reimbursement in the follow cases:
 - the customer does not fulfills his obligations.
 - the customer sends unsolicited commercial e-mail (spam) either directly or indirectly through a third party.
 - the customer sends mass e-mail using an address list obtained from a third party.
 - the customer contravenes Netiquette
 - the customer distributes or links content that:
 - violates (inter)national laws and/or regulations;
 - violates the laws of the country in which the hosting server is located;

- is threatening or obscene.
- discriminates based on appearance, race, religion, gender, culture, heritage or similar grounds.

4. Prices and billing

1. Invoices are sent electronically, unless agreed otherwise.
2. All prices exclude VAT, unless stated otherwise.
3. Invoices are due within eight (8) days after the date of invoice by means of a payment method specified by Maxnet.
4. If the customer fails to pay within the specified period, he/she is automatically in default, without any further notice of default needing to be served.
5. If the customer does not fulfill his/her payment obligations, Maxnet reserves the right to:
 - suspend all services, including services that the customer did pay for.
 - claim extrajudicial settlement expenses.
 - sell the customer's domain names.

5. Special provisions regarding domain names

1. A new domain name will only be registered after payment of the first registration term has been received by Maxnet.
2. The customer has to ensure that the registration of a domain name does not infringe on rights held by third parties.
3. The customer is allowed to transfer domain names to a different provider at all times, however any domain registration fees already paid will not be reimbursed.
4. When a customer registers a domain name, the personal information of the applicant will be included in a publicly accessible register.
5. By registering a domain name, the customer accepts the additional terms that apply for that specific domain extension.

6. Force Majeure

1. Maxnet will not have to fulfill its obligations if doing so is not possible due to Force Majeure. In this event the agreement will be terminated.

7. Limitation of liability

1. To provide its services, Maxnet depends on the cooperation, services, and supplies of third parties, over which Maxnet has little to no influence. Therefore Maxnet cannot be held liable for whatever damage resulting from the agreement with Maxnet, or the termination thereof, regardless of whether the damages are caused by or become visible during the agreement.
2. Differing from the previous provision, in the event of gross neglect or intention, the extent of Maxnet's liability will be limited to the value of the service that was to be provided.
3. The customer has to ensure that his actions do not infringe on rights held by third parties. The customer will indemnify Maxnet against claims from third parties.

8. Modifications

1. Maxnet can modify its Terms and Conditions and prices at any time.
2. Any modifications also apply to existing agreements. The customer will be notified, by e-mail, at least 14 days in advance before the new conditions become into effect.
3. Should the customer object to a modification, then he/she can terminate the agreement in writing before the new conditions become effective.

9. Disputes and applicable law

1. Any complaints should be made in writing, and be addressed to Maxnet.
2. All agreements between Maxnet and the customer shall be governed by the laws of the Netherlands.
3. In the case of disputes between Maxnet and the customer, the court of Almelo, shall have exclusive jurisdiction.
4. In the event that one or more provisions of these terms and conditions are declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain unaffected.